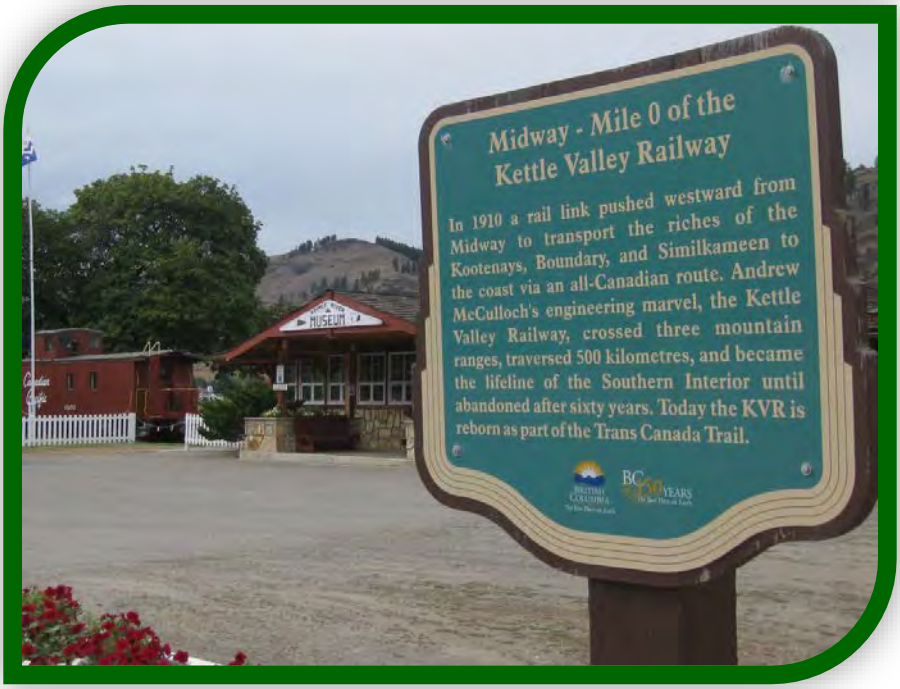
CASCADE ENVIRONMENTAL
RESOURCE GROUP LTD

Phase 1 – Analysis and Review

Boundary Recreational Trails Master Plan

Regional District of Kootenay Boundary



Prepared for:

Regional District of
Kootenay Boundary

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Executive Summary

The Regional District of Kootenay Boundary (RDKB) intends to investigate, research, consult and possibly develop a Boundary Recreational Trails Master Plan (BRTMP) for the Boundary Region of the RDKB.

This process is the outgrowth of the Boundary Country Trails Agreement Regarding Collaboration and Cooperation For the Benefit of All Recreational Users (Working Group, 2013).

The purpose of the agreement is to support successful management of trails for recreational opportunities requires that all trail users work together to achieve a common purpose, being the creation of sustainable and environmentally sensitive trail networks for the benefit of all users recognizing individual needs and requirements. The achievement of this goal will require all parties to work together in the identification and establishment of networks that fulfill this goal. The overriding philosophy will be: *"Trails foreveryone,but not every trail for everyone."*

Cascade Environmental Resource Group Ltd. was retained to lead a master planning process over four phases with decision points for the RDKB to provide direction whether or not to continue with the process. The Master Plan will be broken into the following four phases:

- Phase 1 – Analysis and Review
- Phase 2 – Community and Stakeholder Engagement
- Phase 3 – Key Finding, Strategic Directions and Recommendation
- Phase 4 – Development of the Master Plan and Presentations

This report addresses Phase 1 of the process.

Phase 1 is intended to bring together all of the available information regarding trails in the RDKB study area. Phase 1 focuses on *research, analysis and quantification of the economic, societal and community benefits of the development and maintenance of a regional recreational trail network*. Included in this shall be the identification of possible downsides.

Based on the outcomes of this report, RDKB will decide whether to proceed to Phase 2, and if so, under what terms and conditions. If the decision is made to proceed to the next phases, but with an amended scope of work (increase or decrease), the RDKB and the successful proponent will negotiate the appropriate change in fees, expenses and deliverables.

The Master Plan Working Group

A Working Group was formed to support the process and is composed of a range of community participants.

Existing Recreational Trails

The RDKB provided the GIS database of existing trails inventory for the Phase 1 analysis. The Data was loaded into the Cascade GIS, compiled into a single dataset with 697 features and reviewed for completeness and quality. The trail inventory was derived from numerous sources including the Provincial recreation, the Grand Forks Community Trails Association and the Kettle River Mountain Bike Association for hiking and mountain bike trails in the Grand Forks and Christina Lake areas. Overall the trails dataset contains over 1100 km of trails. Additionally, over 2300 km are identified as motorized and non-motorized trails and routes. Another 8042 km of permitted resource roads are contained in the dataset. However, there may be up to 15,000 km of undesignated resource roads potentially available for the inventory, but not assessed at this time.

For the purposes of analysis, the study area was divided into 4 geographical quadrants.

Invested Parties

34 organizations and agencies are identified as having an interest in trails within the study area. Additional invested parties may come forward if the project moves into Phase 2.

Risk Benefit Analysis

The risk benefit analysis considered three different positions that the RDKB could choose to adopt: Observer, Facilitator or Participant. Each level would have an increasing commitment, or risk, but would potentially reap a higher reward, or benefit.

Analysis was conducted to identify the benefits and risk of an ongoing relationship with the Province, including the possibility of funding and the costs and risks associated with the Province withdrawing that support. The analysis used a standard risk benefit methodology with the following approach:

1. Identification of risk factors as they relate to the Province
2. Identification of other potential partners associated with the risk factor
3. Analysis of risk and benefits relating to the factors
4. Recommendations for acceptance or mitigation of uncertainty relating to the risk factors.

Recommendations for Acceptance or Mitigation

A set of recommendation for accepting risks or applying measures to mitigate the risks were developed and presented.

Organizational

- Share common, attainable objectives
- Engage to equitable levels, or if inequitable, the level of engagement should be clearly defined and agreed upon at the outset.
- Be resilient and respond to changing trends and technologies with a unified voice.
- Perform and have success with attaining objectives.
- Maintain a solid relationship.

Financial

- The best risk mitigation that RDKB can have is a solid budgetary line for trails.
- Coordinate grant funding with Recreation Sites and Trails BC (RSTBC)

Support

- RDKB should be prepared to “go it alone” if support from RSTBC is withdrawn.

Stakeholder

- The risk of loss of stakeholder support must be mitigated through effective management and facilitation and RSTBC can play an key role.

Marketing/tourism

- The main risk from a marketing/tourism perspective is offering a sub-standard trails product to the broader marketplace. This can be mitigated by a Master Trail Plan and matching the trails product to the messaging.

Policy

- Changing policies can undermine a trails program through loss of agency support, shifting provincial priorities or loss of commitment to funding. A committed trails program will maintain stakeholder engagement and continually exploit new and alternative funding avenues.
- If the RDKB is committed to the trails program, then the reliance on policy support can be reduced.

First Nations

- RSTBC should manage consultation, but the RDKB should approach First Nations groups like the Okanagan Nations Alliance and develop a trust based relationship with respect to trails.

Statutory/Regulatory

- The *Forest and Range Practices Act* (FRPA) provide the regulatory framework for trails in BC and the RDKB should work within that framework.
- The *Occupiers Liability Act* is a successful tool for managing risk on trails.
- These two factors should be considered by the RDKB as part of the decision whether or not to proceed with a Master Trails Planning process.

Economic, societal and Community Benefits

An overview of a range of socio-economic trails studies was reviewed and discussed in order to elucidate the value of trails as a facility or service. All types of trail users contribute economic value to the communities hosting the trails.

Tourism

The top four outdoor recreational activities for BC residents are day hiking, beach activities, swimming at a lake or river and road biking or cycling. The top motivators for BC residents for outdoor recreation activities are to spend quality time with family and friends, to rest, relax and recuperate and to keep fit and healthy.

Off Road Cycling

Off road cycling or mountain biking, relies on well developed trail networks in order to be successful. This sector is popular in British Columbia, especially with males, aged 25-45.

Hiking

This is the largest trail user sector with over 4.5 million Canadians actively participating.

Off Highway Vehicles

The Off Highway Vehicle, or motorized segment is a growing and expanding sector. It now includes 4X4 trucks, dirt bikes, ATVs, snowmobiles and side-by-sides. While the number of participants is smaller than other sectors, the capital costs and economic generation is significant.

Equestrian

Horseback riders are a relatively small, but well entrenched, long standing trail sector; pre-dating motorized uses.

The Boundary Region

The RDKB has a small, distributed population of approximately 31,489 citizens; many of which reside is small towns and communities. A significant portion (20 – 33%) of the populace occupies the low income range.

Recreation Trails Summary

Economic Benefits

1. Reduced healthcare costs,
2. Diversification - create jobs, improve economy through tourism and civic improvements,
3. Creation of partnerships, local trails groups, first nations,
4. Provide opportunities for interns, trainees,
5. Increases property values.

Community & Social Benefits

1. Recreational, active alternative, fitness and mental health benefits,

2. Social and Educational, belonging, building community, more livability,
3. Increase awareness of nature, environmental stewardship, preserve and restore open spaces,
4. Preserve/ enhance local heritage and cultural impacts,
5. Develop transportation alternative, commuting, connect communities (MNP, 2011).

There can be many positive impacts from a network of multi- or single-use trails. There are costs and challenges associated with building these networks, maintaining them and balancing the interests of various stakeholders and user groups. British Columbia has multiple examples of trail networks that have generated tourism. There appears to be potential in the Regional District of Kootenay Boundary for a trail network that would benefit visitors and residents.

Other Issues

Environmental Impact

Factors affecting impact levels include the following:

1. Intensity of Use – The higher the use levels, the greater the risk of adverse impacts
2. Trail Design – Poor trail design results in ongoing and often unmitigable impacts
3. Trail Planning – Well planned trails anticipate potential impacts and can incorporate mitigation or avoidance of impacts in the design.
4. Use Type – Purpose build trails anticipate the type of user and are surfaced in an appropriate surface for the intended range of uses.
5. Environmentally Sensitive Areas – Trails that avoid impact sensitive areas, like riparian zones, will have a lower risk of impact.
6. Wildlife and wildlife habitat – trails that avoid known wildlife occurrence and wildlife habitat have less risk of adversely impacting wildlife. Studies have shown strong correlations between trail density, acoustics and speed with wildlife impact (Mowat, et al, 2017, and FPB, 2017).
7. Invasive species – trails and transportation corridors provide vectors for the spread of invasive species

These impacts can be mitigated through adoption of Best Practices and Trail Standards.

Trail User Conflict

Left unmanaged, trail use sectors can develop conflict. Conflict occurs when a subordinate trail user's experience is affected negatively by the interaction with a more dominant user. The level of negative impact can be affected by trail type, condition and features.

Landowner – Trail-user Conflict

Many landowners are uncomfortable with trail users, on or near, their property. Rural landowners can be protective of their right to privacy. The RDKB is well positioned to manage discussions with landowners. Regardless of perception, trails add value to real estate.

First Nations Concerns

RDKB and RSTBC should coordinate First Nations participation in the trails master planning process.

RDKB Levels of Involvement

Working Group

The Working Group should provide input, review and advise in the development of trails planning documents.

Regional District of Kootenay Boundary

The RDKB should provide direction for the preparation of trails planning documents.

Partnerships and Partnership Agreements

There are a number of trails partnerships currently in place in the study area of the RDKB. The RDKB should be actively involved in the coordination of partnerships.

Conclusions

Risks and Opportunities

Organizational

There is a need for coordinated efforts between trail use sectors. Partnerships provide a way of sharing costs and increasing influence. Partnerships with agencies bring staff time commitments and legitimize the process.

Financial

A firm commitment to trails as a service will ensure a budget is in place.

Support

Additional agency support through partnership with RSTBC will reduce staff load with the RDKB.

Stakeholder

Stakeholders should expect to share the burden of effort and responsibility for trail management. Stakeholders will provide valuable social media support through applications like Strava and Trailforks.

Marketing - Tourism

The trails initiative should be weighted toward tourism to capitalize on its value as an economic driver. Establishing partnerships with organizations like the Thompson Okanagan Tourism Association will enhance this effort.

Grass roots marketing through local clubs and social media will be a powerful tool.

Policy

The existing policy climate supports trails as a economic driver, but doesn't provide support for enforcement.

First Nations

Trails provide a valuable opportunity for relationship development and capacity building with First Nations.

Statutory/Regulatory

Risk to RDKB and stakeholder groups is mitigated through BC statutes and regulations.

Socio-economics

The RDKB would benefit from an enhanced, strategically managed trail system. Tourism numbers should increase, especially with signature trails to draw tourists.

Rail trails are an important component of the regional trail network and a shared interest by all user sectors. The KVR is a registered segment of The Great Trail.

Christina Lake has a motorized constituency that should form part of future plans. The more northerly and remote valleys of the study area also present good opportunities.

A Recreation Trail Master Plan would become the blueprint for trail development in the region.

Partnerships

A Trails Master Plan would provide guidance for strategic and coordinated agreements with government agencies, stakeholders and marketing organizations.

Recommended Next Steps

1) Proceed to Phase 2 of the master planning process.
2) Prepare a community consultation strategy designed to gather input on local interest for trails, as a community facility or tourism driver.
3) Use the public consultation phase to gather local knowledge on inventory, types of trails, locations and potential opportunities.
4) Host a number of workshops in key communities throughout the study area as a means of information exchange. Identify key regional and sector special interest groups and activate their participation.
5) Develop an online survey to supplement the consultation regarding interest and users.
6) Develop an online site to solicit use level responses
7) Develop a strategy for counting trail users, trail counters in strategic locations
8) Develop a social media campaign to encourage the use of Trailforks, Strava, etc.
9) Approach RSTBC to discuss partnership opportunities in support of the Boundary Recreational Trails Master Plan.

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1 Introduction

The Regional District of Kootenay Boundary (RDKB) intends to investigate, research, consult and possibly develop a Boundary Recreational Trails Master Plan (BRTMP) for the Boundary Region of the RDKB.

"*The Master Plan is intended to, at a high level, identify economic, cultural and societal benefits of developing a Recreational Trails Master Plan but more specifically is to present a short, medium and long term plan for the maintenance and development of recreational trails throughout the Boundary, developed through extensive public and stakeholder consultation, identifying options for service delivery and identifying the required resources – financial, human and otherwise – to meet the needs of the community.*"

1.1 Boundary Country Trails Agreement

This process is the outgrowth of the Boundary Country Trails Agreement Regarding Collaboration and Cooperation For the Benefit of All Recreational Users (Working Group, 2013). This agreement sets out its purpose, goals and vision for collaborative trail projects within Boundary area (RDKB Electoral Areas C, D, and E, including Midway, Greenwood, and Grand Forks). The Trails Master Plan will consider direction provided in this agreement throughout the planning process. Examples of trail agreements that were used to scope this project are found in Appendix B Trail Agreements.

1.1.1 Purpose

Successful management of trails for recreational opportunities requires that all trail users work together to achieve a common purpose, being the creation of sustainable and environmentally sensitive trail networks for the benefit of all users recognizing individual needs and requirements. The achievement of this goal will require all parties to work together in the identification and establishment of networks that fulfill this goal. The overriding philosophy will be: *"Trails for everyone, but not every trail for everyone."*

1.1.2 Vision

To provide collaborative input and planning into recreational projects and operations for the social/economic benefit of the Boundary area (including the municipalities and rural areas of the Regional District of Kootenay Boundary.

1.1.3 Objectives

Initially, with the commitment to work together, the signatory parties share the following objectives:

- To work together in a cooperative and collaborative manner openly sharing any pertinent information that may affect the collective memberships and/or all recreational activities in the Boundary Country.
- To identify the differences between the various types of recreation and the differences in their activities based on the season of operation (Summer/Winter) and type of recreation (motorized/non-motorized) and to represent all issues with the best interests of our combined users and recreational activities in mind.
- To provide a means through local planning and activities to resolve and reduce current and future trail conflicts and promote voluntary compliance in the preservation of the trails regardless of their designated use.

- To enhance the recreational opportunities in the local area that will not only benefit the local user but also provide opportunities for the development of the local economy through tourism opportunities.
- To identify and develop protocols that will lead to enhanced trail safety and trail etiquette.
- To work together in maximizing trail sustainability and opportunities.
- To collectively manage, share and promote recreational opportunities in the area be they motorized or non-motorized.
- To create an atmosphere that promotes mutual respect between all trail users and the combined use of all available resources in the development of opportunities.
- To work together in the education of the public and trail users to the benefit of all recreational activities regardless of type.
- To inform and educate their members or unaffiliated trail enthusiasts on the need for safe and responsible use of recreational trails.
- To foster shared environmental stewardship behavior among all users.
- To take a cooperative and collaborative approach to protect and enhance our opportunities for backcountry recreation in the Boundary Country.
- To work together in a cooperative and collaborative manner to increase or enhance sustainable trail initiatives or networks that will be of mutual benefit to all parties including the needs of other trail users both motorized and non-motorized regardless if the trails are single or mixed use.

Cascade Environmental Resource Group Ltd. was retained to lead a master planning process over four phases with decision points for the RDKB to provide direction whether or not to continue with the process. The Master Plan will be broken into the following four phases:

- Phase 1 – Analysis and Review
- Phase 2 – Community and Stakeholder Engagement
- Phase 3 – Key Finding, Strategic Directions and Recommendation
- Phase 4 – Development of the Master Plan and Presentations

This report is prepared to meet the scope and requirements for Phase 1 of the BRTMP process.

1.2 Phase 1 - Analysis and Review

The terms of reference for Phase 1 of the Boundary Recreational Trails Master Plan were provided in the request for proposals and are presented herein.

Phase 1 is intended to bring together all of the available information regarding trails in the RDKB study area. Phase 1 focuses on *research, analysis and quantification of the economic, societal and community benefits of the development and maintenance of a regional recreational trail network*. Included in this shall be the identification of possible downsides.

Identification of issues that will have to be addressed in the implementation of a possible Boundary Recreational Trails Master Plan by the RDKB. Issues may include, and are not limited to, environmental, conflict in user type, landowner trail user conflict, First Nation concerns, the role of rural resource roads as part of the recreational network, etc.

The development of options as to the level of RDKB involvement in the development and maintenance of recreational trails in the Boundary. Those options should span from little or no involvement to full operational activity, including holding tenure and staffing as well as the identification of potential partnerships.

Development of a Phase 1 report and presentation to the Boundary Community Development Committee of the RDKB.

At this point the RDKB will decide whether to proceed to Phase 2, and if so, under what terms and conditions. If the decision is made to proceed to the next phases, but with an amended scope of work

(increase or decrease), the RDKB and the successful proponent will negotiate the appropriate change in fees, expenses and deliverables.

This Phase 1 report will address these points with an objective of providing the Boundary Community Development Committee (BCDC) the decision-making tools to decide next steps for the project.

1.3 Project Team

The current study team includes Dave Williamson, B.E.S., ASc.T., Q.E.P. and Natasha Dudley, B.Sc., B.I.T. Socio-economic analysis is provided by Dr. Karen Smith, O.D. and Torunn Williamson, B.Sc. (Econometrics). Mapping analysis were provided by GIS specialists Todd Hellinga, B.Sc., GIS AS and Nicola Church, M.Sc., B.A. (GIS). All project team members are avid outdoor enthusiasts and trail users and have extensive experience in the creation of trails master plans.

1.3.1 The Trail Master Plan Working Group

A Working Group was stuck during this initial phase of the process to provide local information, connections to other stakeholders, and guidance to Cascade in the preparation of the planning documents. The Working Group is not intended to exhaustively represent stakeholders, but rather serve as a community liaison. The Working Group is composed of the following people:

1. Brian Fletcher
2. Chris Moslin
3. Doug Zorn
4. Gary Champagne
5. John Lebrun
6. Karen Mehmal
7. Roly Russell (RDKB)
8. Vicki Gee
9. Grace McGregor
10. Ciel Sander
11. Barry Noll

2 Existing Recreational Trails

The Regional District will support the Identification and mapping of existing recreational trails in the Boundary Region through their internal GIS resources, however it must be noted that all mapping and spatial data developed in this project will become the property of the Regional District. See Appendix A – Trail Network Overview Maps for Trail Network Overview Maps.

Compiling and maintaining up to date trails datasets can be a substantial task, while user generated data is certainly helpful in absence of higher accuracy data, the standards used to collect that data can be inadequate and just show where an individual went, not necessarily where a trail actually is located. Information obtained from MFLNRO is the most comprehensive as it typically adheres to provincial standards in the attributes associated with each recreation feature, although for most casual users that information can be a lot more than is practical or necessary from a management perspective.

Preliminary GIS trails data was provided by RDKB which was comprised of data from the regional district, as well as various regional stakeholders and provincial partners. Data from the various sources was compiled into a single dataset containing 697 features. These features are generally trails, but also contain segments of trails. As many of the ATV trail network features are existing and/or old resource roads or FSR's we have kept that data separate from the remainder of the trail data, the GFATV 'trail' data contains 287 features representing over 1200 km of motorized routes. In the trails dataset of 697 features, 666 of those trails are from the Provincial recreation feature dataset and contains many different categories for trails, predominantly non-motorized including horse, hiking, and mountain biking, but also

some winter recreation networks for cross country skiing and snowmobiling. The remaining 33 trails comprise of information from the Grand Forks Community Trails Association and the Kettle River Mountain Bike Association for hiking and mountain bike trails in the Grand Forks and Christina Lake areas. Other key trail networks include the Midway trails network, and the Christina Lake trails network, as well as the Kettle River Trails system in Rock Creek, and the extensive network at Trapping Creek, both systems seeing primarily equestrian use. Big White Ski Resort also features many purpose built mountain biking trails of a commercial nature, with the McCullough snowmobile and Kelowna Nordic trail systems within close proximity, mostly serving the Kelowna area. Overall the trails dataset contains over 1100 km of trails.

From the data, the vast majority of trails contained within the available mapping data are authorized provincial trails with the small remainder managed by local community groups. For a region with a relatively small, rural, population, the study area contains over 2300 km of identified motorized and non-motorized trails and routes. Additionally, within the study area there is a further 8042 km of permitted resource roads (RDKB, GIS trails dataset). However, that may not be the complete inventory which could include at least 15,000 km of resource roads (Coleshill and Watt, 2015). The study area would appear to have considerable, readily available trail opportunities, since resource roads, like rail beds (subject to consultation with the permit holders) may be potential trails.

When reviewing the trails data regionally, we can see through the distribution of the trails and networks that the vast majority of non-motorized use is focused along the main highway arteries along Highway 3 from Christina Lake through to Rock Creek, and then clustered in the north-western part of the Regional District along Highway 33 closer to Big White and Kelowna. Much of the motorized use and routes seems to be focused north of Grand Forks towards and adjacent to Granby Park. A proliferation of high density resource roads in the entire region provides thousands of more km of available terrain for motorized use than the identified routes would imply.

In addition to an overall regional map, the study area was broken down into 4 geographical quadrants and provided back to the working group for review. Given the remoteness of many of the areas in the region, and the lack of information about trails in these areas, we do rely heavily on local knowledge and information from local land managers, residents, and other stake holders to help up ensure that our dataset is accurate, up to date, and captures the important features and trails in each area.

3 Invested Parties

The following partial list list of invested parties and potential stakeholder organizations is presented below. This list should be expected to expand if the project advances. The list includes potential and existing managing partners, stakeholders, community groups, governmental organizations, tourism organizations and/or individuals who have an interest in the development, maintenance and operation of recreational trails.

Back Country Horsemen of BC – Okanagan Chapter
http://www.bchorsemen.org/bchbc/component/contact/contact/98-chapter-contacts/70?Itemid=435

Baldy Mountain Resort https://skibaldy.com/

BC Timber Sales (FLNRO)

Beaverdell/Carmi (Community)

Big White (Community)

Big White Mountain Resort

Boundary Horse Association https://www.facebook.com/groups/367622369927707/

Boundary Area All Nations Aboriginal Council http://bccic.ca/property/boundary-all-nations-aboriginal-council/

Boundary Metis Community Association https://www.mnbc.ca/chartered-communities/view/78-boundary-community-m-tis-association

Boundary Snowmobile Club – Grand Forks https://www.facebook.com/boundarysnowmobileclub/

Bridesville (Community)

Christina Lake Fire Rescue https://www.facebook.com/clfire/

Christina Lake Parks and Recreation Commission http://www.christinalake.ca/living/community-associations/item/christina-lake-recreation-commission

Christina Lake Snowmobile Society https://www.facebook.com/Christina-Lake-Snowmobile-Society-457636797762088/

Christina Lake Tourism Society, http://www.christinalake.ca/visit-us/tourism-association

City of Grand Forks

City of Greenwood

Columbia and Western Trail Society https://www.columbiaandwestern.ca/

Government of British Columbia, Recreation Sites and Trails

Grand Forks ATV Club http://gfatv.ca/

Grand Forks Community Trails Society http://www.gftrails.ca/Home.html

Grand Forks Cycling Club http://www.grandforkscyclingclub.com/

Grand Forks Fire Rescue http://www.gffr.ca/

Grand Forks Search and Rescue https://www.gfsar.ca/

Granby Wilderness Society https://www.facebook.com/granbywilderness/

Idabel Lake (Community)

Interfor (Forest Licencee)

Kettle River Mountain Bikers Association http://www.kettlerivermba.com/, bmfletch@telus.net

Midway Trails Society http://midwaytrails.tripod.com/

Mount Baldy (Community)

North Fork Trails Maintenance (signatory in Boundary Country Trails Agreement)

Okanagan Nation Alliance https://www.syilx.org/

Osoyoos Indian Band http://oib.ca/

Phoenix Mountain Alpine Ski Society http://www.skiphoenix.ca/phoenix-mountain-alpine-ski-society/

Phoenix Cross Country Ski Society http://phoenixccc.tripod.com/

Regional District of Kootenay Boundary, Electoral Area C

Regional District of Kootenay Boundary, Electoral Area D

Regional District of Kootenay Boundary, Electoral Area E

Rock Creek (Community)

Trails to the Boundary Society https://www.facebook.com/trailstotheboundary/

Trans Canada Trail, https://thegreattrail.ca/Village of Midway

Vaagen Bros. Lumber, http://www.vaagenbros.com/

West Boundary Community Forest, http://bccfa.ca/boundary-community-forest-association/

Westbridge and Christian Valley

4 Risk/Benefit Analysis

Regional Districts in BC are faced with three options when it comes to trails. The first option and the default, is to be an **observer**. Trails on Crown land in the province fall within the purview of RSTBC and some regional districts elect not to participate. This option can work where trail use and trail density is low because the level of conflict is relatively low. The cost to the regional district is general low, in terms of financial and staff commitment. The next option is to assume a **facilitator** role. The regional district will assist stakeholder groups where feasible, but management of the trails is left to the organizations and RSTBC. This may involve project based financial and staff commitments. This option works where trail use and density is low and conflicts are minimal, but socio-economic benefits are recognized. The third option is that of active **participant**. Regional districts actively participate, and usually in a lead role where trail use, density and conflict is high and where the socio-economic benefits are recognized and potentially substantial. This section is intended to help the RDKB to decide what role to assume in the trail planning process.

The terms of reference for Phase 1 also call for identification of the benefits and risk of an ongoing relationship with the Province, including the possibility of funding and the costs and risks associated with the Province withdrawing that support.

4.1 Methodology

In order to develop and manage trail networks over an extensive landscape, partnerships are essential between different layers of government, stakeholders, societies and industry sectors. A rational structure for managing partnerships is key to a successful and comprehensive trail plan. This risk benefit analysis will take the following approach:

5. Identification of risk factors as they relate to the Province
6. Identification of other potential partners associated with the risk factor
7. Analysis of risk and benefits relating to the factors
8. Recommendations for acceptance or mitigation of uncertainty relating to the risk factors.

4.2 Relationship with Provincial Government

The RDKB has expressed a desire to be strategic about potential development and maintenance of a relationship with the Province of BC around Boundary area trails. As such, this section deals with identification of the benefits and risk of developing and managing an ongoing relationship with the Province. The concern may be due to what appears to be a general mistrust in regional districts across the province of the Recreation Officers and their treatment of trails. This may be a legacy of the old organizational structure whereby recreation officers were under control of the Ministry of Forests and subordinate to the goals and objectives of the forest industry. Trail establishment tended to lag behind the rising use and popularity, especially with respect to mountain bikes and ATVs. The organization was more oriented towards establishing and managing recreation sites than trails. Under Forest Renewals BC, from 1994-2002 significant effort was directed towards trails and recreation sites. However, with the demise of the program and resulting cuts in funding, much of the infrastructure was neglected and in the case of trails the regional districts, by default, inherited the maintenance financial headaches associated with unmanaged trails. Under the current structure, BC Recreation Sites and Trails (RSTBC) operates under the Integrated Resource Operation Division within FLNRO. This allows RSTBC to consider tourism

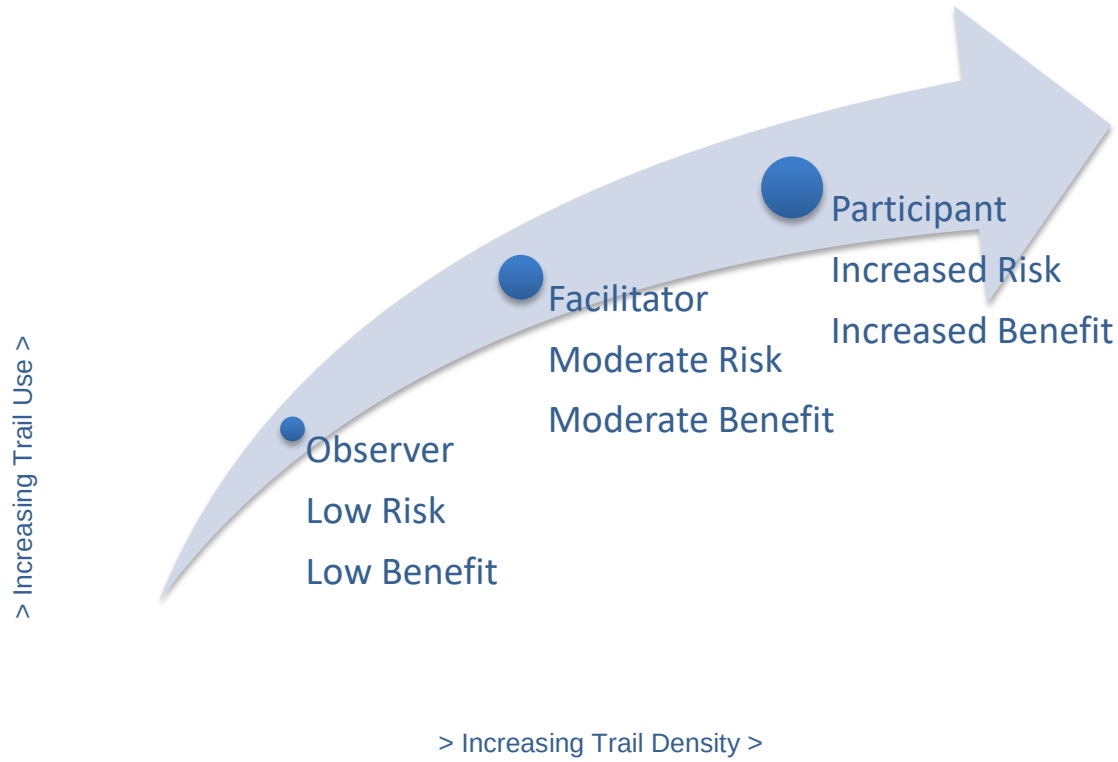
and associated socio-economic values as part of its mandate. While this shift may appear to be of minor nature, it has resulted is a significant shift in the operational direction of RSTBC.

Originally, forest recreation management on Crown lands was managed by the Forest Service and mostly consisted of rustic backcountry camping areas developed in association with timber harvesting and road building. This program was the core of the provincial recreation program outside parks in BC for many decades. Through the 1990's and 2000's as public demand increased for a greater diversity of public recreation facilities on crown lands the forest service focus began to explore development of trails and other facilities. The recreation program was reinvented in 2006 and was incorporated into the Ministry of Tourism Culture and the Arts with a strong focus on development of market ready tourism products adjacent communities. While the Recreation Sites and Trails BC branch was reincorporated back into the Forests Lands and Natural Resource Operations Ministry in 2010, the focus on providing world class opportunities for all users remains. With a focus of service to communities, integrating resource operations and rural economic development the RSTBC branch has emerged from its rustic backcountry roots into a program that delivers on a vision of world class recreation opportunities for communities across BC (T. Trent, email, June 28, 2017).

4.3 Identification of Risk Factors and Potential Benefits

The analysis provided in this section is applicable to each of the involvement options available to the RDKB. The relationship between the level of risk and benefit associated with each of the three options (Observer, Facilitator, Participant) is presented graphically in Figure 1. In general terms, the risks and benefits identified in the respective columns in Table 1, are increased or decreased in magnitude depending level of involvement adopted by the RDKB.

Figure 1 Risk Benefit Continuum for Trails Management



With respect to potential partnership with the Province, eight risk factor areas have been identified: organizational, financial, support, stakeholder, marketing/tourism, policy, First Nations, and regulatory. Within these broad risk areas and number of specific factors are identified for discussion and analysis of risk and benefit.

4.3.1 Organizational

Objectives – The objective of potential partners should be aligned. If they are not, there is risk that when the partner is needed for supporting a divisive initiative, they may not be there. This can be critical when dealing with adversarial sector interests or mediating conflict resolution processes. The benefit of a partner with common, shared objectives is the strength of provincial support for those objectives. The concept of the power of a provincial partner will be articulated throughout this section.

Engagement – Both partners need to be equally engaged and committed to the relationship. Or, the level of commitment should be clearly articulated at the onset of the program. Inequitable partnerships run the risk of breeding resentment. If both partners are equally engaged, the benefit of a provincial agency partner is wide ranging and could include: facilitation of funding, enforcement resources, approvals and permits, as well as access to a larger pool of expertise.

Resilience – Both partners need to be able to bounce back from setbacks without losing interest in the project. Otherwise there is risk of resentment or negativity should things not go as planned. Resentment or negativity is infectious and can poison a partnership. The benefit of having a provincial partnership with an agency like RTSBC is the resilience. RSTBC is a rising star agency that will likely continue to grow.

Performance – Any successful partnership achieves goals and those that do not, risk a loss of traction that occurs when goals appear to be out of reach. A key factor in failure of partnerships is lack of success in meeting goals. The benefit of provincial partnership is the access to provincial resources. This additional lift should help increase performance of the strategy or plan.

Relationship – The partners relationship must be respectful and fair. Unequal partners run the risk of developing a dominant and subordinate relationship. This can work if the power structure is understood by both partners, but it can lead to dissatisfaction and conflict. On the corollary, a healthy, equitable working relationship with a strong provincial partner will facilitate success in achieving goals and objectives.

4.3.2 Financial

Grants – Partnership through the Province with RSTBC includes the possibility of funding while the costs and risks are associated with the Province withdrawing that support. Addiction to funding is a risk all organizations that benefit from grants must deal with. Grants are generally not intended for operational purposes and as such, developing grantable projects for every funding cycle is difficult to sustain. Grants are important for incubating grass roots initiatives and having a provincial partner with access to funds will potentially kick start a trails initiative. This could be beneficial in providing the opportunity to establish a record of successes to the community at large and potentially garnering support for the initiative over a longer term. As a trail culture develops, the desire for a managed trail network may become widely endorsed.

Project teams need to be developed and trained. There are typically two choices; develop in house expertise with employees, or retain contractors on a job by job basis. Contractors are efficient and cost effective with broad experience. However, intellectual property retention and capacity building are at risk, since the beneficiary of increased experience tends to be the contractor. Hybrid trail stewardship models similar to Fish Stewardship Groups or Invasive Species Councils may be a viable alternative. Grants will reduce the initial costs of retaining RDKB staff responsible for trails.

Funding can be discontinued at any time and there is a risk of a strategy based on multiple, grant-based projects not being fully funded. There is risk that project may not proceed and the initiative stall if there is a break in the funding. Regardless, grants usually require matched funds, so the RDKB and RSTBC will need to commit to a budgetary line item for Master Plan trails in each of their respective annual budgets. The trails commitment at the regional level needs to be strong enough to compete with other services and cost centres. A financial commitment by the RDKB will have benefit of ensuring the initiative continues regardless of external funding.

4.3.3 Support

Staff - In addition to financial support by way of grants and access to development trusts, the main opportunity for support is through staff time with an engaged partner. The risk to the RDKB with respect to RSTBC staff is that staff changes. Staff leave positions and move on to new responsibilities. On the benefit side of the equation, collaboration between staff will expand the in-house expertise at the RDKB and increase trail management capacity.

Staff of RSTBC are bound by their policy directions and there is risk that occasionally those directions may not align with RSTBC. When this occurs, the impacts will affect other identified risk factors within the organizational factors as well. When the policies align, RDKB can expect the benefits of agency supported facilitation and timely permitting.

As with all things within the province's mandate, there is a responsibility for fair treatment of all parties. This can result in a condition referred to as "unfair fairness". In protecting the interests of disparate resource users, the goals and objectives of the trail interests may be valuated against contrary interests and found wanting. However, wherever possible within the constraints of policy, the province has the tools at their disposal to enforce protection of trail interests.

When there is disagreement between agencies or departments within agencies, support may be withdrawn or reduced. This commonly occurs within FLNRO between Forests and Recreation, but it also occurs with Mining and Highways. However, when possible, RSTBC is capable of providing interagency coordination and the ability to consult with First Nations, government to government.

Due to inherent risks associated with changing staff and shifting policies, long term commitments may be difficult to secure and tougher to realize. But, at this moment in time, RSTBC represents a deep well of knowledge and the central repository of trails expertise in the province.

4.3.4 Stakeholder

Trails partnerships are actually a three-way and quite possibly, a four-way partnership. Historically, the local stakeholders have formed partnerships with other stakeholder groups or agencies. This sector is composed of hiking, running, cycling, ATVing, motorcycling, snowmobiling and equestrian stakeholder groups.

Management - The stakeholders are a necessary component of any partnership with their own associated risks that merit consideration. Certain aspects of a trails initiative may be unpopular with a specific sector or at a specific location. This can become divisive and place a trails partnership at risk. Where these issues can be successfully mitigated through voluntarily negotiated solutions, trails initiatives can serve as popular community builders.

Facilitation – As long as there are people and trails, there is potential for tension between motorized and non-motorized user groups. Where it is unmanaged, it can develop into overt conflict. The conflict may be triggered by overcrowding, safety concerns, environmental concerns or importantly, experiential concerns. Experiential concerns tend to be qualitative and difficult to manage due to the wide range of tolerance amongst users and user groups. These could include aspects like track quality, noise, aesthetics or density. The risk of motorized/non-motorized conflict poisoning the trail culture if left unmanaged, is the most significant threat to any trail initiative. RSTBC should play a role in facilitation of

management because the province is generally considered to be un-biased by most stakeholders. With pro-active facilitation, stakeholders are encouraged to organize into representative organizations and clubs, thereby giving them a seat at the table. Organization of clubs promotes trails and builds capacity at the local level.

Facilitation is time and labour intensive. This will inevitably require additional staff time to manage and resolve conflict as issues arise. A benefit of the facilitation of conflict resolution is the identification and mentoring of local trails champions. Trails champions are at the core of a successful trails culture.

As the communities' trail capacity builds, economic opportunities will be realized for trail managers and builders. However, local trail contractors will need the assurance of long term commitment to trails initiatives to allow them to purchase the specialized equipment and train staff for trails work. A buy local policy will give local trail builders the opportunity to offset the costs of their venture.

4.3.5 Marketing/tourism

Trails are a sought-after amenity by destination tourists. This is particularly true in British Columbia. As discussed in the Socio-economic section of this report, trails infrastructure is a relatively low cost economic generator.

Product – The trails product must be of sufficient quality to attract attention in a highly competitive and very broad market. There is risk that if the product quality is not adequate, there could be negative reviews and a lack of acceptance by the marketplace. However, if the product is of sufficient quality to stand out and it is supported by strong marketing, the entire tourism product of the region will be elevated. This is a critical decision that should be addressed in the development of goals and objectives. Does the partnership wish to invest the effort to develop a trails product of suitable quality to market to a wider audience? This question may stimulate the competitive leaning of the group, it is important to be cognisant of the costs of developing and maintaining the infrastructure as well as the social pressures associated with the influx of trail visitors. The increased attention on trails will attract additional tourist dollars, which will ripple through the region's communities.

Sector Associations – While the diverse interests of competing and potentially conflicting trails sectors pose a risk to the messaging and the quality of the product, partnership with RSTBC may help to facilitate management of conflicting interests, thereby keeping it in the local, land-use arena rather than on the internet. For example, the Thompson Okanagan Tourism Association has developed a 10-year tourism strategy that includes a Regional Rail Trail Program for promoting tourism on rail trails; particularly the KVR (https://totabc.org/programs/regional-rail-trails/). While this effort is laudable, in the absence of a trail plan for managing use of the trails and developing a tourism product within the RDKB study area, it may be premature.

4.3.6 Policy

As discussed earlier, policies can change over time and current and future policies will present both opportunities and risks to regional trail initiatives.

Priorities – Shifting policies or policy priorities may result in underfunded trails projects; especially multi-year, extensive or comprehensive projects. This may result in partially completed projects and unachieved goals. If the trails community, the RDKB and RSTBC is committed and has developed the capacity, they may have the ability to complete projects, independent of outside funding sources.

The current lack of any real provincial policy to control or manage off highway vehicles (OHVs) on trails continues to place non-motorized trail initiatives at risk. This means that the local communities are in the best position to work for voluntary stakeholder conflict resolution. RSTBC would be well positioned, as a partner, to facilitate the conflict resolution process.

4.3.7 First Nations

Court decisions like Delgamuukw v. British Columbia (1997) and Tsilhqot'in Nation v. British Columbia (2014) have clarified and subsequently verified the First Nations role in land use issues on Crown land (Supreme Court, 2014). As such the province has a legal obligation to consult with First Nations on the use of Crown lands. Consultation can only occur between the First Nation and the Province. However, the Province is increasingly encouraging local and regional government, non-government organizations (NGOs) and the private sector companies to establish relationships with First Nations to encourage cooperation. Therefore, there are two avenues of approach; both have inherent risks.

Consultation – The province may require consultation to be completed in order to advance a trails initiative. This can be time consuming, especially if the First Nation has no prior knowledge of the initiative. However, once consultation is completed, the initiative should be able to proceed unimpeded.

Support – The RDKB could approach the Okanagan Nations Alliance and initiate dialogue with respect to establishing a working relationship. The risk with this approach is that it can be time consuming and once initiated, it is difficult to gracefully terminate discussions if they do not proceed in the general direction of the goals and objectives of the trails partners. As an example, a trails committee in the South Chilcotin initiated similar discussions with an aim of developing a Memorandum of Understanding (MOU) between the local First Nations, the Trails Committee and RSTBC. The MOU is in its 11th revision and in the intervening 3 years, all trails work has been halted out of respect for the process. On the positive side, if working agreements can be reached, the trails group will have another partner.

4.3.8 Statutory/Regulatory

Section 56/57 FRPA – Section 56 (and Section 118) of the *Forest and Range Practices Act* (FRPA) allows a third party to enter into a trails partnership agreement with FLNRO. This effectively makes the third party a stakeholder and mandates referral from any competing land uses like forestry or mining. Section 57 of FRPA authorizes construction of a trail on Crown land. This does not extend to Forest Service Roads (FSRs), which remain under the jurisdiction of FLNRO, but can be used by the public. Most trails in the province are a legacy of individual and unsanctioned efforts, also referred to as rogue trails. In the absence of a simple, streamlined method of permitting and given the abundance of Crown land in the Province; hikers, mountain bikers, dirt bikers, ATV riders and snowmobilers have cut and maintained trails for decades. Many trails are even older, dating back to the era of the fur trade and gold rush. With increasing use, these trails can degrade; sometimes to the point of being unsafe. RSTBC's objective is to bring as many trails as possible into compliance under Section 57. There is risk to the RDKB that this objective may generate additional work, if they have an interest in participating meaningfully. A second objective of RSTBC is to download maintenance responsibility to regional and local government as well as NGOs and the private sector through Section 56 partnership agreements. Should RDKB choose to participate, there may be additional costs associated with managing the agreements and potentially funding the NGO signatories. A recognised benefit to this approach is reduced liability and protection of the tourism and recreation brand for trails in the region.

Occupiers Liability Act – Under the Occupiers Liability Act (OLA) there is risk if the minimum duty of care is not met. Duty of care may include: trail standards (consistency through trail ratings), trail maintenance, usage (i.e. single use type or shared use may require specific design), skill development areas, technical trail features and ride arounds, trail filters as gateway or qualifier, optional lines, adequate fall zones, regular inspections of trails structures and facilities, including documentation of inspections, up to date, visible, effective and consistent signage system with code of conduct signage. Whether or not this applies to unsanctioned trails or not remains to be seen. However, the OLA was designed to protect an occupier by clarifying that there is no duty of care to a person in respect of risks willingly assumed by that person other than a duty not to (a) create a danger with intent to do harm to the person or damage to the person's property, or (b) act with reckless disregard to the safety of the person or the integrity of the person's property.

Signatories of a Trail Partnership Agreement have access to a Stewardship Partners Insurance Program through Recreation Sites and Trails, BC. A sample of the Frequently Asked Questions and contact information is provided in Appendix C.

Table 1: Summary of Factors, Risks and Benefits

Provincial Relationship Factor	Risk	Benefit
Organizational		
Objectives	Differing objectives	Provincially supported objectives
Engagement	Lack of engagement	Long-term partnership commitment
Resilience	Lack of resilience	Strength for adaptation to changes
Performance	Lack of performance	Access to provincial resources
Relationship	Inequity of power	Strength and commitment to equity
Financial		
Grants	Becomes part of budget (funding uncertainty)	May allow time to establish value to community
	Can be withdrawn/cancelled at any time	Serves as a kick-starter for new initiatives
	RSTBC has a limited budget	RSTBC has a budget
Off-setting Matched Funds	May only compete with other services if subsidized	Communities may become habituated to trails and be willing to overcome dependence on subsidies
	May have conditions attached (i.e. Non-motorized)	
Support		
Staff	Can be withdrawn/cancelled at any time	Expanded in-house expertise
Staff	Bound by policy	Facilitation, permitting
	Unfair fairness	Enforcement
	Lack of support for interagency issues (i.e. timber harvesting)	Better interagency coordination
	Long term commitments may be difficult to secure	RSTBC has wealth of experience and expertise to share
Stakeholder		
Management	Trails initiative becomes divisive/unpopular	Trails initiative becomes popular and contributes to community
Facilitation	Motorized/Non-motorized conflict	Formation of trail clubs for capacity building

Provincial Relationship Factor	Risk	Benefit
	Additional staff time to resolve conflict	Identification of volunteer champions
	Long term commitments required for acquisition of specialized trail building equipment	Provides the opportunity to offset the costs of specialized equipment
Marketing/tourism		
Product	Poor acceptance by wider market	Increased attention on trail facilities $$
Sector Associations	Diverse interests from sector-based associations (i.e. TOTA)	Provincial facilitation for management of interests
Policy		
Priorities	Uncompleted projects with outstanding liabilities	May foster interest by stakeholders for completion
	Lack of Provincial policy regarding motorized use of trails	Support for voluntary stakeholder conflict resolution
First Nations		
Consultation	May be required for provincial support	Once consultation is adequately completed, trail work proceeds efficiently
Support	Development of MOU is time consuming and onerous	A new potential partner comes to the table
Statutory/Regulatory		
s. 56/57 FRPA	Requires commitment for construction and maintenance and signatory	Legal trails are less exposed to liability
Occupiers Liability Act	Duty of care must be met	An occupier has no duty of care to a person in respect of risks willingly assumed by that person.

4.4 Recommendations for Acceptance or Mitigation

Regardless of the level of involvement option selected by the RDKB, there are risks and benefits accruing from trail inventory and trail use. Currently, the role of the RDKB has been that of the Observer. The fact that this report was produced indicates that there may be an interest in moving into a role of either Facilitator or Participant.

4.4.1 Organizational

In consideration of establishing a partnership relationship between two entities, it is critical that common values, goals and objectives are shared. These shared values should start at the organization level.

Both the RDKB and RSTBC need to share a common goal of establishing and maintaining safe trails that can be used and maintained by users to the benefit of the community. Additionally, both parties will need to:

- Share common, attainable objectives
- Engage to equitable levels, or if inequitable, the level of engagement should be clearly defined and agreed upon at the outset.
- Be resilient and respond to changing trends and technologies with a unified voice.
- Perform and have success with attaining objectives.
- Maintain a solid relationship.

4.4.2 Financial

The best risk mitigation that RDKB can have is a solid budgetary line for trails. Recognition of trails in the budget shows recognition of value as a community recreation amenity and health facility. It will protect the trails initiative and the partnership from loss of external funding. Regardless, both partners should have a backup plan that allows them to continue to operate should the financial aspect of the relationship deteriorate. Currently, trails funding is *ad hoc* with the RDKB (Area E) currently spending $25,000 per year to the Trails to the Boundary Society (TTTBS). This largely covers the administrative costs (Trail Coordinator). There are other funds available, like the Gas Tax Allotment, which has a varying value annually. For example, Area C receives approximately $60,000, Area D - $150,000, and Area E - $100,000. However, these funds are used for multiple purposes (e.g. trails, upgrading community halls, etc.). RSTBC typically matches funds for specific trails project that serve their mandate.

If contractors are used to execute trail building programs for example, then when possible, preference should be for value for social capital and economic development in the procurement process. This may result in hiring local contractors and keeping the knowledge in the community and building its capacity. This type of policy will also support the economic benefits and multipliers described in the socio-economic section of this report.

Pursuit of grant funding should be coordinated with the economic development committee and RSTBC. In addition to Gas Tax Allotment and RSTBC sources of funding, there are other sources, including, but not limited to, the Trans Canada Trail (funds new Greenway construction for qualifying trails) and the Rural Dividend. The RDKB should prepare an alternate plan, in the absence of financial support from outside sources. The budgetary line item for trails should be of sufficient amount to carry the trails initiative through the year, until the next granting cycle. Alternatively, timelines could be extended or refocusing on local volunteers as a stop-gap measure.

With a BRTMP in place funding opportunities can be more targeted at specific tasks in the plan.

4.4.3 Support

Mitigation of risk relating to support will be difficult. The only real mitigation would be the strength of commitment by the RDKB to “go it alone”, if necessary or if it is deemed to be a preferred option. Alternatively, the risk of loss of partner support from RSTBC should be considered unavoidable, but low and therefore acceptable.

4.4.4 Stakeholder

Management of diverse stakeholder groups is both necessary and mitigatable. RSTBC partnership can be an important part of managing stakeholders.

4.4.5 Marketing/tourism

From a marketing perspective, the most significant identified risk is offering a sub-standard trails product to the broader marketplace. There are two approaches that should be considered in the Master Trail Plan:

1. Take a grass roots approach to trails and let the reputation grow organically.
2. Design the strategy with the specific objective of achieving destination status.

With increased commitment to trails, sector based interests will also rise and with it the possibility of user conflict issues. By anticipating this potential for growth-based user conflict, the Trail Plan, RDKB and RSTBC can anticipate and prepare by fostering a collaborative and non-confrontational approach between user groups.

4.4.6 Policy

Shifting policy priorities can be mitigated by understanding that funding sources come and go, and an engaged, committed community will have the energy to find new outside sources or community based stakeholder sources. These non-governmental sources may be charities and trusts, similar to the Southern Interior Development Initiative Trust, the Rural Dividend or corporate sponsors, like Adventure Tourism companies or sports equipment companies.

4.4.7 First Nations

After discussion with RSTBC regarding the risks and benefits associated with First Nations relationship building, the recommended approach is to let RSTBC coordinate consultation. However, trails can provide an opportunity for developing a casual relationship with local First Nations and that option should be given further consideration. With respect to the ongoing Kettle River Watershed work; First Nations now have grants for restoration along the Kettle River, which is the route of the KVR rail trail. Riparian impacts associated with the rail trail are identified in the Kettle River Riparian Threat Assessment (Coleshill and Watt, 2015). Trail improvements associated with riparian restoration may qualify for funding. In addition to providing restoration work, these opportunities may include mentoring for trail maintenance crews, or training hiking, biking, and ATV guides.

4.4.8 Statutory/Regulatory

Recognition of the inherent risks associated with unsanctioned trails constructed on Crown land, and in trespass, within the jurisdiction of the RDKB, should justify further consideration whether or not the decision is made to proceed with a Master Trail Planning process.

4.5 Economic, Societal and Community Benefits

This section is intended to provide an overview of a number of readily available and in Cascade's opinion, relevant to the RDKB state of affairs. It is not intended to be exhaustive, nor is it intended to be comprehensive. Rather, it is designed to assist the RDKB make an informed decision about whether or not to proceed with the Boundary Recreation Trails Master Plan process.

Research indicates a well designed regional trail network brings significant economic and community benefits to a region. Trail-based recreation including biking and hiking attracts both tourists and residents. A trail-based system boosts an area's economy through growth of tourism related businesses, a positive impact on property values and added use of local services. The outdoor recreation opportunities from a trail network promote healthy lifestyles, which can reduce healthcare costs to individuals and to the region. Well-planned trails can provide opportunities for commuting and car free access to local services. By preserving linear parks and corridors both tourism and community infrastructure needs are achieved. Designing, implementing and maintaining these trail networks does require initial and ongoing costs.

The 2015 Washington State Economic Analysis of Outdoor Recreation gives a breakdown by activity of the economic impact (Table 2). The number in each user groups effects the total impact.

Table 2: Activity Analysis Washington State

	Total Expenditures	Equipment Expenditures	Trip Expenditures	Number of Participants	Participant Days
Walking	1,897,762,956	112,100,208	1,785,662,747	3,651,662	357,132,549
Hiking	2,164,952,296	38,459,600.78	2,127,027,847	2,772,177	47,404,231
Biking	3,136,644,285	113,494,490	3,023,149,796	1,897,836	67,373,165
Horseback	2,292,986,614	1,534,994,148	757,992,466	396,025	12,633,208
Off Roading (Summer)	2,292,961,301	1,416,433,424	876,527,876	786,907	20,223,522
ATV snow/ice (Winter)	71,539,346	11,084,536	60,454,810	123,436	1,394,832

Activity analysis of total expenditures for Washington State found that if walking and hiking are combined they have the greatest impact. This is followed by biking, horseback riding, off roading (summer) and then ATV snow/ice (winter), in that order. The top three for equipment expenditures are horseback riding, off roading and then biking. The highest costs for trips in order are biking, hiking, walking, off roading, horseback riding and finally ATV snow/ice. The number of participants in order of greatest is walking, hiking, biking, off roading, horseback riding and ATV snow/ice. However, with respect to participant days the order is walking, biking, hiking, off roading, horseback riding and ATV snow/Ice.

From an economic standpoint, one should consider the potential numbers of different user groups and the amount of spending per person per day in each group for different activities (Table 3).

Table 3: 2009 Minnesota Trail Users by Activity

Activity	Average trip expenditures, <30 miles from home	Average trip expenditures, >30 miles from home	Annual participants (% of MN population)	Total annual economic impact from trip spending
All-terrain vehicles	$28	$46	357,300 (10%)	$137.9 million
Cross-country skiing	$12	$54	227,000 (6.5%)	$41.1 million
Cycling	$8	$35	1,010,500 (29%)*	$337.6 million
Horseback riding	$27	$43	157,000 (4.5%)	$49.9 million
Mountain biking	$2	$12	1,010,500 (29%)*	$89.8 million
Off-highway motorcycles	$32	$63	Not available	$11.9 million
Off-road vehicles	$23	$69	Not available	$4.4 million
Snowmobiling	$42	$49	342,000 (10%)	$172.8 million
Walking and hiking	$5	$39	1,896,400 (54%)	$1,425.6 million

* Only total cycling participation estimates were available, so the authors split participation between road cycling and mountain biking.

The total trail use is an important factor to be considered and the breakdown in the 2009 Minnesota Study is walking/hiking followed by biking and running. Walking for example though at low per day cost, has the highest number of participants. Overall statewide the total trip spending in millions is walking/hiking- $1,425.6, biking (road & mountain) - 427.5, snowmobiling -172.8 and ATV - 137.9. The lower numbers of trail use in the cases of snowmobiling and ATVs is compensated by the higher costs to participate in those activities.

From an economic standpoint, the per day spend of different users does vary slightly, but the key is considering the overall number of each user group to estimate the cumulative economic impact. For this reason, "gross domestic product" is used as the key indicator. It is scalable and can be used in a local, regional, provincial or national context. The cost of building and maintaining trails for the different user groups also will increase the gross domestic product (the total value of goods produced and services provided during one year) since input minus output provides the true account for gross domestic product. Studies which encompass all the key activities involved in a regional trail work are the most useful. In which case the methodology and analysis for the economic impact of each of the activities will be consistent in the region evaluated. It is only valid for making comparisons between impacts of activities when referring to studies incorporating the varied activities. This is why the 2015 Washington State Outdoor Recreation study and the 2009 Minnesota Recreational Trails study were selected for discussion in this report.

4.5.1 Tourism

The *Outdoor Adventure Tourism Sector Profile* (DBC, 2014) reports that British Columbia has approximately 6,300 public trails totaling more than 28,000 kilometres. Parks and public land are both key ingredients for hiking and mountain biking. The top four outdoor recreational activities for BC residents are day hiking, beach activities, swimming at a lake or river and road biking or cycling. The top motivators for BC residents for outdoor recreation activities are to spend quality time with family and friends, to rest, relax and recuperate and to keep fit and healthy.

The most recent province-wide estimates of the outdoor adventure tourism sector are from 2005. The economic value of the outdoor adventure tourism sector in 2005 was estimated at $1.2 billion, up 30% from $909 million in 2001. This sector provided 21,000 jobs (2001) with 556 million in wages (DBC, 2014).

The barriers to growth within the outdoor adventure activities sector include land access challenges, government regulatory requirements and underinvestment in maintenance and infrastructure. Land access issues arise from private ownership of land adjacent to or on existing or proposed trails. Tenure of an area can influence both trail building and access in inclusive or restrictive ways. Lengthy and costly approval paths can reduce incentives for spending on trail design and building. A lack of time and budget spent on maintenance and infrastructure can reduce the attractiveness of an area. Each of these factors should be taken into consideration as costs and possible limitations to a trail system.

4.5.2 Off Road Cycling

The most recent research demonstrates that mountain biking in British Columbia has a significant economic impact. *Mountain Biking Impact Study- Pemberton 2016* reveals how much out of town mountain biking visitors benefit the local economy. For 2016 the amount of visitor spending directly from mountain biking in Pemberton was $858,000. The average expenditure for out of town riders was $325 with $97 spend at restaurants and $73 on groceries. Half of the visiting bikers stayed overnight in Pemberton. Mountain biking provided $276,000 in wages and salaries in this area and created 6.5 direct jobs.

The quality of the trail system influences users' attraction to the area. In the Pemberton study, 41% of out of town riders used the mobile app Trail Forks for information on the trail network. The total number of riders calculated for 2016 in this area was 6,939 riders, while the population of Pemberton is 5,260 (2016)

including the surrounding area. In the survey, 77% of the riders were local residents and 38% of that group reported that the trail system was a very important reason they chose to live in Pemberton. Interestingly, in the *Mountain Biking Economic Impact Study- Squamish 2016,* 82% of the local riders rate the trail system as very important for choice of living location.

The key economic indicator of impact is the Gross Domestic Product (GDP) which is the net measure representing the value of the goods and services produced less the cost of inputs used. For Pemberton, the GDP of mountain biking in 2016 was $389,000. One of the costs is trail maintenance and construction. The Pemberton Valley Trails Association has a maintenance budget of $10,000 per year and has spent $40,000 in trail construction during the past two years.

The Squamish study also reflected the growth in mountain bike tourism over a recent 10 year period in the area. Compared to equivalent data in 2006, the spending for out of town riders increased from $2.3 M to $9.3 M in 2016. The percentage of overnight stays for riders doubled from 21% to 44%, with the average length of stay growing from 3.2 days to 5.8 days. More riders came from outside of BC, up from 10% to 23% with a dramatic increase of US visitors from 4% to 14%. The GDP for Squamish in 2006 for mountain biking was $1.1 M and by 2016 was $5.2 M.

The Economic Impact of Mountain Biking in Whistler 2016 quantifies the value of this sport at a local and provincial level. This study includes the Whistler Mountain Bike Park which is the premier lift accessed system in North America. As such, a significant number of destination visitors and locals are primarily riding the bike park. The additional costs of lift tickets and downhill rental gear also increase spending. Being a resort community, accommodation expenditures are higher as there is a broad range of lodging options. The statistics are a quantum difference and difficult to make a direct comparison as visits and rides are measured, not visitors and riders as in the Pemberton study. In 2016, from 102,500 visits and 533,00 rides, 46.6 million in spending directly from mountain biking was generated in Whistler and this supported 389 Whistler jobs. The GDP for Whistler for 2016 was $25.2M, with $14.7M from the Bike Park, $4.0M from the Lost Lake cross country trail network and the remaining $6.5M from other cross-country riding.

In the Economic Impacts of Mountain Bike Tourism, a summary of the characteristics of the destination rider is described as follows:

"*.... mountain bikers who destination travel spend comparable amounts per day, spend as much time and are willing to travel as far as other groups such as golfers who tourism marketers typically chase. A useful study from the Canada Tourist Commission displaying average spend and duration of average stay for all tourists (all years) shows mountain bikers coming in about average or above average on counts as compared to other summer visitors. In general, the EIA's show that the profile of a typical visitor is as follows:*

- *Predominantly male (approx 75%)*
- *25-45 years old (approx 65-70% on a bell curve distribution with tails dropping off dramatically on each end except in Moab and Whistler where there were a significant number of younger travellers). 19-29 year-olds are generally the second largest category at approx 27%.*
- *A majority (55%) had household income levels greater than $80,000. As a datapoint 31% of all BC outdoor recreationalists had household income levels greater than $80,000. Mountain biking visitors were generally in line with all tourists to Canada going on guided tours (59% had incomes of greater than $100,000)*
- *Average stay at each location 3 to 5 days (longer if the visitor is from far away; shorter if the visitor is from close by)*
- *Average spend per day $60 - $100 (inclusive of accommodations, food, recreation, etc but exclusive of travel costs to get to a destination)*" (Lau, 2014)

The 2015 *Mountain Bike Tourism - Tourism Essentials Guide* by Destination BC reports that mountain biking is a travel motivator and riders will come to a specific area for that unique trail experience. The examples of the Whistler Bike Park and Rossland's Seven Summits Trail are used for the downhill and

freeride type of trails respectively. The Rails to Trails trail network featuring the Kettle Valley Trail is described as a classic off-road route for mountain bike touring, as well as inter-community links. The development of family oriented trails is a growth area as more families are looking for a vacation which can include their children participating in mountain biking. The Lost Lake trails in Whistler provide this family friendly opportunity with green and blue trails that are suitable for beginner and intermediate riders.

Regional economic impacts from mountain biking can be significant. In the 2006 *Mountain Biking-Sea to Sky Corridor including the Whistler Bike Park Study* the economic impact was $10 million to the area. In the *Mountain Biking in Rossland and Golden Report* based on data collected in surveys of riders in the summer of 2011. The total revenue generated in Rossland was $589,000 and in Golden was $930,000 indicating a notable economic impact to each community. In Rossland the average spend per person per day was $62.82, whereas in Golden the daily rate was $87.19.

Further afield, a US study measuring the direct economic impact of four regional trail networks in Vermont was released in November 2016. The direct consumer spending amounted to $29.6 million annually including associated activities before and after cycling. The report indicated that 325 jobs were directly supported by the trail networks. Over $5.6 million were spent on food and drink in local communities along the trail systems.

In the "Gaining the Edge 2015-2018: British Columbia's Tourism Strategy", the action to invest $18 million between 2015-2018 in cycling infrastructure for bike lanes and trails by partnering with communities is outlined. This is part of the goal to enhance tourism products and experiences. The plan identifies the creation of jobs in the tourism sector as a priority and reports a 4% increase from 2012 to 2013, which is the first increase in the tourism sector since 2008.

Rail Trails provide a unique opportunity to include a wider range of users and the Kootenay Boundary Regional District has part of the Kettle Valley Rail Trail to Midway and the Colombia & Western Rail Trail from Midway to Castlegar. These rail trails are part of the Great Trail, formally known as the Trans Canada Trail.

The Kettle Valley Rail Trail (KVRT) attracts all user groups with over 300,000 registered users to the region in 2008 (Tourism BC, 2010). The target demographic is multi-use trail recreationalists who participate in hiking and gentle biking. The Thompson Okanagan Regional Rail Trails Strategy 2016-2022 includes the Kettle Valley Rail Trail (KVRT) in the Regional District of Kootenay Boundary. The current state of the KVRT with its strengths and weaknesses is pertinent. According to the report strengths of the KVRT include natural assets, trail features, communities, crown ownership, trail stewards and business development. The weaknesses identified equate to the focus for recommendations to move forward. Some of the areas to improve are trail amenities, trail condition, signage, trail maintenance, trail management and use conflict, perception of allowed use, stewardship burnout, cell services, visitor expectations and visitor services. The weaknesses identified equate to the focus for recommendations how to move forward.

In Maryland, US the Indian Head Rail Trail is a classic example of a rail trail which has reached beyond local use. The average age of a rail trail user is 45 with significant numbers of retirees, most college educated, with an average income of over $100,000 and an even split between men and women.

The KVRT, besides connecting communities and providing opportunities for commercial guiding and accommodation, also links significant tourist attractions such as lakes, fruit farms and wineries. This combination of rural and urban characteristics differentiates the KVRT from other rail trail experiences.

"The rural trails that pass-through town centers may perhaps enjoy the largest economic impact of all the trail types. The rural trail tend to have fewer road crossings than other trail types, following the course of a rail corridor that frequently skimmed the edge of a creek or a farmer's hedgerow....the rural trail that passes through or stops and ends in small town centres and becomes a focal point may appear to have greater economic impact..."(ULIW, 2012)

4.5.3 Hiking

Day hiking is the most popular outdoor recreational activity of BC residents according to research published by Destination BC in 2013. In Canada, there are an estimated 4.5 million hikers and backpackers who according to the Canadian Tourism Commission, over one third have an annual income of over $60,000 and an average age of 39 years. The over 55+ demographic of hikers is expected to increase from 13% to 22% by 2026 (Rogers, 2003). The River Trail within the study area is an example of a well used hiking trail.

4.5.4 Off-Highway Vehicles

In the 2012 Regional Trails Master Plan prepared for the Regional District of Okanagan Similkameen by Cascade Environmental the growth of motorized tourism or off-highway vehicles (OHVs) was reported. As of 2011, ATV/BC represented 40 clubs in the province and with 3,000 registered members, which is approximately 3% if the estimated 95,000 recreational ATVs in BC. There are roughly 975,000 operating ATVs in Canada with 24,000 directly employed or self-employed serving ATV users.

The most significant example of an area where successful ORV marketing and trail construction strategies have been positive for the local community, is the Hatfield-McCoy Trail project. *The Economic and Fiscal Impact of the Hatfield-McCoy Trails System in West Virginia 2014* determined the total economic impact of the network is more than $22 million USD for the state. This initiative began in 2000 and now there are 700 miles of trails in 7 economically distressed counties in southern West Virginia. These counties are experiencing higher regional income growth and labour force participation than the rest of the state. The number of regional businesses in accommodation has increased 45% between 2000 and 2011. Payroll for food services has increased 44% since 2000 and the total amount in payroll has increased 19%. This is a user pay model with an annual permit fees in 2017 of $50 for non-residents and $26.50 for residents.

A 2011 off road trail feasibility management study in Haliburton Ontario recommends looped trails of varying difficulties, a code of conduct of "Tread Lightly" for users and community involvement in every step of the process. For trail construction the 4 E's of engineering, education, enforcement and evaluation is advocated. With approximately 1,700 km of ATV trails the Haliburton ATV Association currently has a user pay model in place, presumably, in part to cover the costs of trail maintenance. To ride the ATV trails in the region the riders need proof of insurance and to purchase a daily, weekly or annual pass (HATVA, 2017).

The 2015 study by Smith Gunther & Associates estimates the total number of ATV (including side by sides) in BC as between 94,932 and 99,592. Using annual sales data, the total value of ATVs in BC before depreciation is estimated as between 94 million and 100 million. There are additional estimates of total operating costs but the breakdown of amounts in the formula used to calculate these costs are unclear. There appears to be varied costs province to province but the assumptions appear varied.

The Iron Horse Rail Trail in northeastern AB is an example of local authorities allowing the use of ORVs on a trail. Trails with motorized with non-motorized use may be a good option depending on remoteness, population, local input and culture.

Off road motorcycling is another economic driver, with the BC Off Road Motorcycle Association (BCORMA) representing about 40,000 riders. There is a growing trend in dual sport riders who often travel long distances by road on their motorcycles to ride trails. This user group tends to travel light and use local accommodation and restaurants on a multi-day trip (BCORMA 2011).

The 2015 Washington State study of Outdoor Recreation does include snowmobiling under ATV-snow/ice. Interestingly, this activity was the lowest in terms of equipment expenditures, trip expenditures and total participant days because the number of participants was the lowest of all the activities compared. This does not reflect the localized importance of snowmobiling as a winter activity.

The 2009 Minnesota Trail Study also gives includes both snowmobiling and cross-country skiing and these activities are included in the overview tables by activity.

4.5.5 Equestrian

In terms of horseback riding. three commercial business are listed offering horseback riding in the Kootenay Boundary Regional District. Trail rides on private and crown lands are part of their services, in all cases. In the 2015 Economic Analysis of Outdoor Recreation in Washington State, horseback riding is one of the activities evaluated. The out of state participant per person per day cost for horseback riding reported is $115 with a total number of 1,263 participants, resulting in a total expenditure of $145,768 for the state of Washington.

4.5.6 The Regional District

The population of the Regional District of Kootenay Boundary has remained stable and does not follow the provincial trend of growth. In 2010 the population was 31,316 and in 2016 it was 31,489. According to Statistics Canada in 2016 the communities in the Kootenay Boundary region population breakdown was as follows:

Table 4: Population Centres in Regional District of Kootenay Boundary

Community	Population
Area C	1,337
Christina Lake	1,099
Area D	3,225
Grand Forks	4,049
Niagara	NA
Area E	2,155
Baldy	25
Beaverdell/Carmi	151
Big White	251
Bridesville	NA
Greenwood	665
Idabel Lake	NA
Jewel Lake	NA
Midway	649
Rock Creek	181
Westbridge	NA
Total:	**13,787**

NA – No information available

The overall unemployment rate of the district is higher than the provincial average, largely due to fluctuations in the natural resource sector. The 2016 district unemployment rate was 9.2% versus the provincial rate of 7.9% (BC Stats). The percentage of people living in low income households is 20% in the East Boundary and 33% in the West Boundary, which for the latter is double the provincial & national average (Phoenix, 2014).

In the *2017 Kettle Valley Express Adventure Guide Business Directory* 138 tourism related business are listed in the Boundary area, with the majority being in Grand Forks, followed by Christina Lake.

4.5.7 Recreation Trails Summary

In the Social and Economic Impacts of BC Recreation Sites and Trails a summary of the benefits of trails is provided and is paraphrased as follows:

Economic Benefits

1. Reduced healthcare costs,
2. Diversification - create jobs, improve economy through tourism and civic improvements,
3. Creation of partnerships, local trails groups, first nations,
4. Provide opportunities for interns, trainees,
5. Increases property values.

Community & Social Benefits

1. Recreational, active alternative, fitness and mental health benefits,
2. Social and Educational, belonging, building community, more livability,
3. Increase awareness of nature, environmental stewardship, preserve and restore open spaces,
4. Preserve/ enhance local heritage and cultural impacts,
5. Develop transportation alternative, commuting, connect communities (MNP, 2011).

Regional studies show that there can be many positive impacts from a network of multi- or single-use trails. There are costs and challenges associated with building these networks, maintaining them and balancing the interests of various stakeholders and user groups. British Columbia has multiple examples of trail networks that have generated tourism. There appears to be potential in the Regional District of Kootenay Boundary for a trail network that would benefit visitors and residents.

5 Other Issues

5.1 Environmental Impact

Impacts associated with trail development and use are well understood and documented. For the most part, trails are considered to have a relatively low impact on the land. Factors affecting impact levels include the following:

1. Intensity of Use – The higher the use levels, the greater the risk of adverse impacts
2. Trail Design – Poor trail design results in ongoing and often unmitigable impacts
3. Trail Planning – Well planned trails anticipate potential impacts and can incorporate mitigation or avoidance of impacts in the design.
4. Use Type – Purpose build trails anticipate the type of user and are surfaced in an appropriate surface for the intended range of uses.
5. Environmentally Sensitive Areas – Trails that avoid impact sensitive areas, like riparian zones, will have a lower risk of impact. Examples like the Kettle River trail that fall within the riparian zone, will have a higher risk.
6. Wildlife and wildlife habitat – trails that avoid known wildlife occurrence and wildlife habitat have less risk of adversely impacting wildlife. Studies have shown strong correlations between trail density, acoustics and speed with wildlife impact (Mowat, et al, 2017, and FPB, 2017).
7. Invasive species – trails and transportation corridors provide vectors for the spread of invasive species.

As a result of concerns arising from environmental impacts relating to trails, a number of trails organizations have developed best practices. Trans Canada Trail has developed a set of Trailbuilding Guidelines (2010) and the International Mountain Bike Association (IMBA) has developed a series of trail stewardship guidelines (IMBA, 2004 and 2007). There are a number of trail standards in the province; FLNRO and BC Parks both have hiking trail standards, and the Resort Municipality of Whistler (RMOW) has developed a set of standards for mountain bike trails (Government of BC, 2002, 2017, RSTBC, 2017

and RMOW, 2003). The RMOW standards are scheduled to be replaced by a provincial set currently under development by RSTBC. The standards and guidelines focus on promoting good trail design for both safety and environmental protection. Currently, avoiding potential impacts to wildlife through design remains a gap in the best practices and standards for trails planning.

5.2 Trail User Conflict

When it comes to trails, the main opportunity for conflict occurs between motorized and non-motorizes uses, although it is not limited to those two sectors and can occur within sectors. In most cases shared-use trails, especially busier ones, become *de facto* motorized trails. This is because non-motorized users are inherently subordinate, being more sensitive to the trail surface condition, noise, air quality and interaction velocities (Kirkbride, 2010, Badaracco, 1976, and Kockleman, 1983). The level of sensitivity ranges from high sensitivity with hiking and running, through to moderate sensitivity with mountain biking. Conflict can and does arise between hikers and mountain bikers as well and largely for the same reasons. Equestrian trail users are sensitive to all users but hikers, due to the issues associated with interactions and startling horses. Motorized users tend to be less affected for the simple reason that they are the main impactors and less concerned with the condition of the track or acoustic impacts. With the exception of the 1%, all trail users desire conflict free coexistence. However, the conflict generated by the 1% forms the core of trail issues associated with shared use and conflict.

Conflict can be associated with trail type and the following is a good general listing of the range of trail types developed by Cascade for the Trans Canada Trail Trailbuilding Guidelines (2010). Sensitivity to conflict from interaction occurs in descending order.

- Low Impact Nature Trail.
- Unsurfaced Single Track (hand built).
- Unsurfaced Single / Double Track (machine built).
- Gravel Trail (single track).
- Gravel Trail (double track).
- Cycle Lanes / Sidewalks.
- Paved Trail.
- Gravel Road.
- Paved Road.
- Undeveloped Rail Bed.
- Water Route.

A number of design factors have been identified as contributors to shared use trail conflict. They are:

- Gradient of trail – steeper trails are more prone to wear-and-tear and erosion
- Surface material – fine material, like loam is more susceptible to wear
- Twists and turns – Twisty trails are more heavily affected by tires, especially on vehicles with locking or minimum-slip differentials
- Intensity of use – busier trails wear faster and contribute to sensory impact
- Rate and proximity of interaction – speed of converging users and width of trail affects enjoyment and safety
- Drainage management – with the exception of culverts, most other drainage structures, like cross ditches and water bars, are susceptible to damage from vehicular traffic. Water on trails contributes significantly to degradation.
- Line of sight – blind corners reduce safety and contribute to fright response, which leads to conflict
- Barriers – used to prevent access by the public onto private land can generate conflict. The most common cause is trail us of a right of way across private land.

5.3 Landowner – Trail-user Conflict

Many landowners, particularly in rural areas, are generally uncomfortable with trail users on or adjacent to their properties. Trail users are often considered to be trespassers, whether real or perceived, because rural landowners are highly protective of their privacy. Extensive regional trail networks like the Trans Canada Trail or the Bruce Trail in Ontario have been challenged with this issue for decades. In Canada, the model for negotiating access to private land finds its origins in British Common Law, and this tool was used to negotiate access through private land for the Bruce Trail.

Railways, like the Kettle Valley, are private or publicly held land parcels that traverse through larger privately held properties. When converted to rail trails, the rights of passage are protected through ownership of the railway parcel. However, this type of use also has the potential for contributing to conflict. Depending on the sympathies of the individual landowner, motorized uses are generally less tolerated than non-motorized – although not always. Motorized users, although noisier and more likely to generate fugitive dust, move through a property more quickly; whereas non-motorized users are less disturbing, but tend to spend more time in visual contact with the private land and can be perceived as being more invasive.

Local and regional government are well positioned negotiations since they control land use. Armed with a Trails Master Plan, planners will know when to include trail access in negotiations with landowners requesting changes in land use for their properties.

Regardless of the perception of, or sensitivity to conflict, the net positive impact of trails on property values is well known in real estate circles (National Association of Realtors, 2016). As such, trails are easily negotiated during rezoning or subdivision discussions.

5.4 First Nations Concerns

The RDKB, Province and First Nations will determine their level of participation in the trails master planning process. This may best be coordinated through either the RDKB or RSTBC. Their level of participation should be elucidated in Phase 2 of the trails master planning process, if the BCDC and the RDKB elect to proceed.

6 RDKB Levels of Involvement

This section sets out the recommended levels and type of involvement for each of the three key participants in the planning process.

6.1 Working Group

Working with Cascade, the BCDC and RDKB, the Trails Working Group should:

- Use the purpose defined in Section 1 of this document to guide work on the plan.
- Serve as an advisory body to the RDKB, providing local knowledge to better define the regional and local landscape.
- Review the draft trail planning documents, making recommendations for refining the documents.
- Review and provide local context and comment on best practices associated with trails development and management.
- Respond to Cascade's trail planning recommendations to bring to the RDKB for consideration.
- Serve as a source of local situational awareness.
- Make recommendations to the BCDC and RDKB regarding the Phase Reports as they are completed.

6.2 Regional District of Kootenay Boundary

- The BCDC and RDKB should provide direction to the Trails Working Group regarding the scope, goals and objectives of the master planning process.
- The RDKB should provide direction to Cascade for each Phase of the trails master planning process.
- The RDKB should allocate sufficient staff and resources, as deemed appropriate, for the planning process and execution of the BRTMP.
- The RDKB should liaise with other agencies for funding, permitting and capacity building opportunities.
- The RDKB should manage partnerships and partnership agreements that arise from the planning process.

6.3 Partnerships and Partnership Agreements

Currently a number of multi-stakeholder agreements in various forms have been developed by trails interest groups in the Boundary area. They include, but are not limited to:

1. Boundary Country Trails Agreement. Collaborative agreement between 20 organizations. June 5, 2013 (2013-2018).
2. Agreement Regarding Collaboration and Cooperation For the Benefit of All Recreational Resource Users (2013-2018).
3. RSTBC Partnership Agreement with Grand Forks Trails Society (March, 31, 2014 and May 19, 2016)
4. RDKB Agreement Regarding Collaboration and Cooperation. with Grand Forks Community Trails Society, Grand Forks ATV Club, City of Grand Forks (undated, 2013, unsigned).
5. Trails to the Boundary (2023)
6. Grand Forks ATV Club Agreements
7. Kootenay Region Mountain Bike Association (KRMBA),
8. Phoenix Cross-Country Ski Society;
9. Columbia and Western Trails Society;
10. Trail to Boundary Society;
11. Okanagan Backcountry Horsemen Society;
12. Midway Trails Society;

Examples of the various trail agreements can be found in Appendix B.

Another favourable model in effect and close by, is the RDKB and the Kootenay Columbia Trails Society (KCTS) agreement. The KCTS has been receiving annual funding from the RDKB to support the society's operational expenditures. The funding is provided through the RDKB's Lower Columbia Culture, Arts and Recreation Service. The participants in that service are the City of Trail, City of Rossland, Village of Fruitvale, Village of Montrose, Village of Warfield, Electoral Area 'A', and Electoral Area 'B'. Funding is provided by the service participants on the basis of property assessments in the participating jurisdictions. In 2017, the Kootenay Columbia Trails Society is receiving $80,000 in funding from the RDKB. Funding at similar levels has been provided for several years. As a condition of funding, the RDKB requires the KCTS to provide the RDKB with annual audited financial statements.

Of particular interest for the RDKB context is the model used by the Regional District of Okanagan Similkameen (RDOS). The RDOS completed an Master Trails planning process in 2012 and the plan

was accepted by the Board. In addition to providing a blueprint for development and maintenance of the trail system, it made trails a service with a budget commitment by the RDOS. The trails service does not need to compete with other services for funding once the annual budget is set and long-term planning and grant applications proceed strategically. The plan is also used to set policy and the type of trail use for every trail in the 800+ trail inventory. It also uses the plan for classification of new trails (pers comm. Mark Woods, November 17, 2017).

The RDKB should be actively involved in the coordination of partnerships.

7 Conclusions

7.1 Risks and Opportunities

7.1.1 Organizational

Due to the nature of trail use on the landscape, there is a need for coordinated efforts between user groups. Partnerships represent formalized agreements to collaborate. Partnerships have the added value of shared costs and increased influence for fundraising and awareness raising. Stakeholder group cooperation is critical to the success of a trails initiative.

Agency partnerships bring staff time allocation commitments. In order for trails initiative to succeed, adequate staff time needs to be available to keep the plan relevant and on track. Phase 2 Consultation will be time consuming and the presence of RDKB staff will be essential to legitimize the process. A staff champion will ensure that time sensitive tasks are completed in the IT department and in the planning or parks departments.

7.1.2 Financial

A firm commitment to a budget will ensure that trails are prioritized as a community service. A budget effectively protects a program.

7.1.3 Support

The additional external agency support of RSTBC should reduce load on RDKB staff and assist with funding program in the initial phases. The partners should support each other and manage the expectations of stakeholder groups. Both RSTBC and RDKB will provide the organizational structure to encourage support from stakeholder partners.

7.1.4 Stakeholder

Stakeholders may expect RDKB and RSTBC to take full responsibility for trail management, but stakeholders bear the shared burden of representation and management of special interests.

RDKB needs support of local stakeholders in order for the trails initiative to be successful. Local clubs have the power to elevate the level of community engagement with trails. Social media is the tool of many clubs. Trailforks and Strava are widely used social media trail mapping applications used by trail user sectors.

7.1.5 Marketing - Tourism

Socio-economic analysis supports the need for this initiative to be weighted toward tourism as an economic driver. Areas C, D and E do not appear to have the tax base to support development and maintenance of a trail network solely as a community facility.

Establishment of a partnership with the Thompson Okanagan Tourism Association will ensure that their marketing efforts on the Rail Trail Strategy will be supportive and coordinated with the trails initiative. Disconnects between marketing and operational realities is a risk and managing visitor expectations is very important when it comes to trail conditions. A strong marketing effort, heralding a trail product that has insufficient support services or maintenance, could result in negative feedback. Strong, coordinated communications between the RDKB and TOTA will mitigate the risk, ensuring alignment with the trails product and collaborative pursuit of funding opportunities.

Grass roots marketing through clubs and social media can be a powerful tool. If the region develops a product that is particularly strong in certain sector, it will develop a reputation and that will attract social media attention.

7.1.6 Policy

The existing provincial policy climate, is strong in support of trails as economic generators. However, there is currently a lack of strong policies for supporting and enforcing zoning.

7.1.7 First Nations

Trails can be a valuable tool for relationship building with First Nations. Trails can provide an opportunity to foster capacity building and skills development.

7.1.8 Statutory/Regulatory

Use the protection offered under Section 56/57, 58 and section 118 of FRPA to protect recreation interests and wildlife habitat, thereby mitigating risk to local government and stakeholders.

7.2 Socio-economics

The Regional District of Kootenay Boundary would benefit from an enhanced, strategically managed trail network at an economic and a societal level. Tourism numbers would increase and small businesses in the accommodation, food and activity support sector would grow.

Developing signature recreation trails across user groups would increase the draw for each sector of destination trail users could be an important marquis or drawing card. The more signature trails a region has, the stronger the draw.

The growing demographic of active families and retirees means the rail trail component of the district will continue to be an important feature of the network. Highlighting the Kettle Valley Rail Trail as a key connector of The Great Trail for the province of British Columbia is another cornerstone for the regional product offering.

Incorporating an off-road vehicle component around the area of Christina Lake would provide an option for the mechanized users. At this time, the more northern and remote valleys may present the best opportunities for motorized use and conflict avoidance.

Consulting with the community throughout the process is necessary for a successful trails initiative.

Ensuring sufficient funding and manpower for development and maintenance of trails will be critical for ongoing socio-economic success.

A Recreation Trails Master Plan would become the blueprint for trail development in the region. This could provide the necessary surety for entrepreneurs and it can be an incubator for new business initiatives relating to trails.

7.3 Partnerships

Within Electoral Areas C, D and E, there are a number of previously negotiated cooperative agreement between stakeholders, special interest groups, local, regional and provincial government agencies. At present these agreements appear to be ad hoc and un-coordinated. A Trails Master Plan would provide guidance for strategic and coordinated agreements.

In addition, TOTA, in their Rail Trails Tourism Strategy 2016-2022, has identified the need for a number of partnerships in support of the TCT.

7.4 Recommended Next Steps

The following actions are recommended should the RDKB decide to proceed with the Boundary Recreation Trails Master Plan.

1) Proceed to Phase 2 of the master planning process.
2) Prepare a community consultation strategy designed to gather input on local interest for trails, as a community facility or tourism driver.
3) Use the public consultation phase to gather local knowledge on inventory, types of trails, locations and potential opportunities.
4) Host a number of workshops in key communities throughout the study area as a means of information exchange. Identify key regional and sector special interest groups and activate their participation.
5) Develop an online survey to supplement the consultation regarding interest and users.
6) Develop an online site to solicit use level responses
7) Develop a strategy for counting trail users, trail counters in strategic locations
8) Develop a social media campaign to encourage the use of Trailforks, Strava, etc.
9) Approach RSTBC to discuss partnership opportunities in support of the Boundary Recreational Trails Master Plan.

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Appendices

Appendix A – Trail Network Overview Maps

Map 1 – Trail Network Overview NE Quadrant

Map 2 – Trail Network Overview NW Quadrant

Map 3 – Trail Network Overview SE Quadrant

Map 4 – Trail Network Overview SW Quadrant

Appendix B - Trail Agreements

Boundary Country Trails Agreement
Regarding Collaboration and Cooperation
For the Benefit of All Recreational Resource Users

Between

Boundary Horse Association
and
Boundary Area All Nations Aboriginal Council
and
Christina Lake Fire Rescue
and
Grand Forks ATV Club
and
Grand Forks Community Trails Society
and
Grand Forks Cycling Club
and
Grand Forks Search and Rescue
and
Granby Wilderness Society
And
Kettle River Mountain Bikers Association
and
Metis Community Association
and
Phoenix Mountain Alpine Ski Society
and
Phoenix Cross Country Ski Society
and
Snowmobile Club – Christina Lake
and
Snowmobile Club –Grand Forks
and
North Fork Trails Maintenance
and
Christina Lake Parks and Recreation
and
Corporation of the City of Grand Forks
and
Regional District of Kootenay Boundary, Area C
and
Regional District of Kootenay Boundary, Area D
and
Government of British Columbia, Recreation Sites and Trails

(Collectively referred to as the "Parties" or as the "Working Group")

Introduction

Grand Forks and the surrounding areas are rich in natural, manmade and historical trails. The trails provide significant opportunities to the people living in and visiting the area to observe and enjoy wildlife and the environment. The trails are used for many types of outdoor recreation. They are shared by people traversing the trails on foot, by bicycle, on horses, on snowshoes, on ATVs or UTV's, Motorcycles and snowmobiles as well as on skis.

Various user groups have come together with a desire to formulate a working group with membership from representative user groups. Our desire is to protect the environment and actively participate in the decision making process related to trail usage, maintenance, formulation and management in and around Grand Forks and area. The group hopes to foster good will between all users and the community. The group also wants to achieve, through cooperation and collaboration, solutions that satisfy the needs of all users and the affected communities.

Purpose

Successful management of trails for recreational opportunities requires that all trail users work together to achieve a common purpose, being the creation of sustainable and environmentally sensitive trail networks for the benefit of all users recognizing individual needs and requirements. The achievement of this goal will require all parties to work together in the identification and establishment of networks that fulfill this goal. The overriding philosophy will be:

"Trails for everyone, but not every trail for everyone."

Agreement Regarding Collaboration and Cooperation

The vision of this group will be:

To provide collaborative input and planning into recreational projects and operations for the social/economic benefit of Grand Forks and surrounding areas primarily known as Area 'C' and Area 'D' of the Regional District of Kootenay Boundary.

Objectives of the Agreement

Initially, with the commitment to work together, the parties share the following objectives:

- To work together in a cooperative and collaborative manner openly sharing any pertinent information that may affect the collective memberships and/or all recreational activities in the Boundary Country.
- To identify the differences between the various types of recreation and the differences in their activities based on the season of operation (Summer/Winter) and type of recreation (motorized/non motorized) and to represent all issues with the best interests of our combined users and recreational activities in mind.
- To provide a means through local planning and activities to resolve and reduce current and future trail conflicts and promote voluntary compliance in the preservation of the trails regardless of their designated use.
- To enhance the recreational opportunities in the local area that will not only benefit the local user but also provide opportunities for the development of the local economy through tourism opportunities.
- To identify and develop protocols that will lead to enhanced trail safety and trail etiquette.
- To work together in maximizing trail sustainability and opportunities.
- To collectively manage, share and promote recreational opportunities in the area be they motorized or non-motorized.
- To create an atmosphere that promotes mutual respect between all trail users and the combined use of all available resources in the development of opportunities.
- To work together in the education of the public and trail users to the benefit of all recreational activities regardless of type.
- To inform and educate their members or unaffiliated trail enthusiasts on the need for safe and responsible use of recreational trails.
- To foster shared environmental stewardship behavior among all users.
- To take a cooperative and collaborative approach to protect and enhance our opportunities for backcountry recreation in the Boundary Country.
- To work together in a cooperative and collaborative manner to increase or enhance sustainable trail initiatives or networks that will be of mutual benefit to all parties including the needs of other trail users both motorized and non motorized regardless if the trails are single or mixed use.

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Agreement Regarding Collaboration and Cooperation

Trail Planning

- The parties agree to work together in the various levels of planning that surround recreational trails. This will extend to reviewing the Recreational Opportunities spectrum currently in place for the Boundary Country. This in turn will stimulate planning exercises designed to enhance the opportunities valuable for the various trail based recreational activities and maximize their socio/economic benefit to the area and its communities. Each organization signatory to this agreement will work collaboratively to achieve this goal. The ultimate goal will be the creation of a strategic recreational plan for the area.
- The parties agree that all trails will be sustainable in nature and environmentally sensitive and reflect the values of the local community while respecting the values of non-trail users.
- The parties agree that first Nations have a historical interest in how the land is used and commit to the involvement and consultation of First Nations in the planning and development of recreational trail opportunities.
- The parties also agree that within the geographic area covered by this agreement there exists local communities and interest groups and it is essential these parties be involved and/or consulted in a meaningful manner during any planning process.

Trail Networks

- The parties agree that each recreational resource user has unique requirements necessary to achieve the goals of each recreational network. In order to achieve this each party will respect the needs of those individual requirements and work collectively to achieve each goal. With that being said all parties also realize there may be instances where mixed or multiple use is necessary and in those cases all parties agree to work together to find a mutually beneficial means of achieving mixed use.
- The parties agree to work together collaboratively in assisting each organization in the achievement of trail networks that work towards satisfying an acceptable recreational experience for each individual sport.

Principles of Working Together

The following principles provide a foundation to fulfill the objectives of this Agreement. They will guide our approach to working together.

- **Collaboration.** The Parties agree to work together to effectively achieve Agreement objectives.
- **Open Communication.** The Parties agree to communicate clearly and candidly with one another about expectations, objectives and limitations, in an effort to build a common understanding and maintain positive relationships.
- **Integrity and Respect.** The Parties agree to consistently act with integrity and honesty, respecting the differences of our partners and stakeholders.

Agreement Regarding Collaboration and Cooperation

- **Inclusive engagement.** The Parties agree to attempt to identify other groups or individuals that may have an interest in, or are affected by the agreement and offer meaningful opportunities for representatives of those groups or individuals to be informed of our activities.
- **Integration.** The Parties agree to integrate these Principles for Working Together within our organizations and decision-making processes over time.
- **Mutual Respect.** Any decisions required to be made under this agreement will be consensus based and mutual respect amongst the parties must be given priority during any discussions leading to a decision.
- **Organizational Integrity.** The parties recognize that each organization has an obligation to operate independently in meeting the expectations of their members and the Mission, Vision and Goals of their respective organizations.

Operating Principles

- All parties agree that collectedly they will select a Coordinator who responsibilities will be:
  - To provide a single point of contact for the working group.
  - To guide discussions.
  - To set up meetings as required and provide agendas.
  - Any other related duties as agreed to by the working group.

- All parties agree that collectively they will select a Scribe whose responsibilities will be:
  - To provide a record of all and any meeting of the working group.
  - To maintain a list of contacts for the working group.
  - Write letters as and when needed.

- All parties agree to the following frequency of meetings of the working group:
  - Meetings will be held as and when needed by contacting the Coordinator who in turn, with adequate notice will set up a meeting of the working group.
  - Subject to approval of the working group, two annual meetings will be held yearly, one in the spring to review upcoming plans and the previous season and one in the fall to review upcoming plans and review the previous season.
  - Upon the first inauguration meeting the working group will develop reasonable guidelines for interacting, such as Roberts Rules of order for subsequent meetings, designed to meet the "principles of working together".

- All parties agree that membership in the Working Groups will be as follows:
  - Upon Request and with the agreement of the working group membership in this agreement can be gained through an addendum to the agreement in which the new member agrees to abide by the terms of the agreement and is cosigned by all current members. No application for membership will be turned down without the agreement of the current Group.

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Agreement Regarding Collaboration and Cooperation

- As the working group evolves all parties will periodically review membership criteria and make any changes that are deemed appropriate. Any changes must be with the full agreement with all members of the working group.

Term, Extension, Modification or Termination

The Parties agree that the term of this Agreement will be for five years from the date of signing. Any modification or extension of this Agreement will be by agreement between all the Parties. Any Party, by providing sixty days written notice to the other Parties, may terminate the Memorandum of Understanding.

Legality

This document does not create legally enforceable conditions. It is an expression of the shared intent of the Parties on how to do business together.

This Agreement made effective April, 29, 2013

Boundary Horse Association	Date April 29/13
Boundary All Nations Aboriginal Council V.P.	Date April 29/13
Christina Lake Fire Rescue Chuck Clemens	Date April 29 2013
Grand Forks ATV Club	Date April 29, 2013
Grand Forks Community Trails Society	Date April 29. 2013
Grand Forks Cycling Club	Date
Grand Forks Search and Rescue	Date April 29 2013
Granby Wilderness Society	Date April 29, 2013

Kettle River Mountain Bikers ~~Club~~ Assoc	Date April 29/13
Metis Community Association	Date
Phoenix Mountain Alpine Ski Society B Cornelius	Date Apr 29. 2013
Phoenix Cross Country Ski Society	Date Apr 29 2013
Snowmobile Club – Christina Lake C. Hoch CLARENCE	Date April 29 2013
Snowmobile Club – Grand Forks	Date
North Fork Trails Maintenance	Date April 29 2013
Christina Lake Parks and Recreation	Date 4/29/13
Corporation of the City of Grand Forks Patrick O'Doherty	Date 6/5/2013
RDKB Area 'C'	Date 4/29/13
RDKB Area 'D'	Date 26 JUNE 2013
Government of BC, Recreation Sites and Trails	Date 04/29/13

Recreation Sites and Trails BC

Agreement #	
District	
File #	
Expiration Date	

RECREATION SITES AND TRAILS BC
PARTNERSHIP AGREEMENT

THIS AGREEMENT, dated for reference this **31st** day of **March, 2014** 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 Squamish, BC V8B 0H3
tennessee.trent@gov.bc.ca

the "Province"

AND:

Grand Forks Community Trails Society

9125 North Fork Road PO Box 2921 Grand Forks, BC 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.

v2-Feb 26/14

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 2 years commencing on **March 31, 2014** and ending on **March 31, 2016** 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 statues.

(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 E, 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
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 – Sub-Contracting and Society Capacity

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.

JOHN HAWKINGS — Duly authorized representative name

MANAGER, TRAILS — Title

Signature

MARCH 20, 2014 — 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

President — Title

Signature

March 19, 2014 — Date

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Recreation Sites and Trails BC

Schedule A

Agreement Area

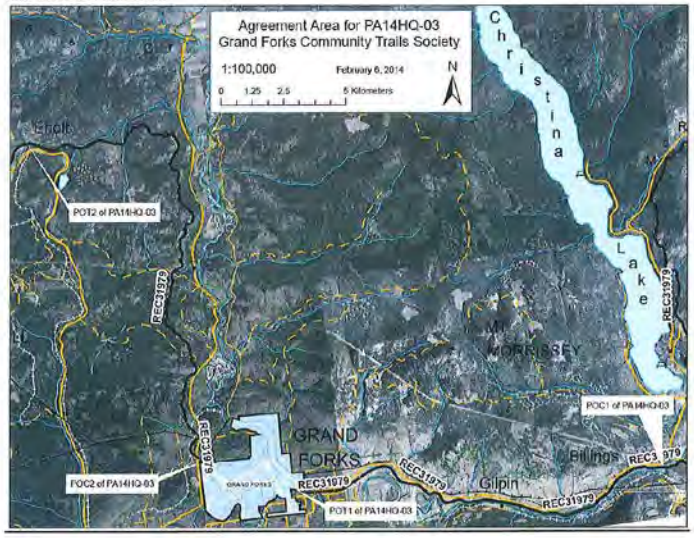
Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA14HQ-03**.

Recreation Project No.(s) included in this Agreement: REC 31979

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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Recreation Sites and Trails BC

Schedule B
Services & Special Provisions

Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA14HQ-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:	Tennessee Trent
Title:	Provincial Trails Specialist
Address:	101-42000 Loggers Lane Squamish, BC
Telephone:	604.898.2194
Email:	tennessee.trent@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 will 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.

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Trail & Facility Work

- Install approved signage and trail markers.
- Use hand tools to maintain and restore trails, facilities and/or campgrounds (e.g. rake, shovel, hammer, etc.).
- Use power tools to construct or maintain trails and facilities;
- Fall trees;
- Use machinery to construct, maintain or restore trails, facilities and/or campgrounds.
- Groom trails and set tracks by snowmobile;
- Groom trails and set tracks by grooming machine.
- Travel by hiking, horseback, mountain bike, self-propelled boats (e.g. canoes and kayaks), skis and snowshoes to monitor and maintain backcountry trails and to transport materials.
- Travel by Off Road Vehicle to monitor and maintain backcountry trails and to transport materials.

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.

If a volunteer is already insured to operate motorized equipment used to carry out the Services (e.g. ICBC for vehicles), volunteers must disclose insurance coverage before project commences.

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 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://gww.nro.gov.bc.ca/home/safety/directives_procedures/guideline_for_hand_falling.pdf
    4. Snowmobile: operator must have sufficient training and expertise in operation of equipment being used.
    5. ATV: operator must have sufficient training and 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 Speciality 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.

Recreation Sites and Trails BC

Schedule C

Insurance

Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA14HQ-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 (a) and (b) 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

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and equipment in the Agreement Area regardless of whether the Agreement Holder purchased property insurance.

Recreation Sites and Trails BC

Schedule E
Annual Reporting

Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA14HQ-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,*** each year, the Agreement Holder must submit to the Province an electronic report summarizing the Services completed during the previous year.

Recreation Sites and Trails BC

Schedule F
Operational Standards
Recreation Trail

Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA14HQ-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

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- 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.

Recreation Sites and Trails

Schedule G

Provincial and Agreement Holder Structures

Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA14HQ-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 end 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 concrect 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 downsteam 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. **PA14HQ-03**.

1. **Operating Plan**
   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.

Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA14HQ-03**.

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 _____

RMB rev 2013-03

Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA14HQ-03**.

Appendix II

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

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.

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**

Recreation Officer or **Provincial Trails Staff**

Kootenay – Boundary District **RSTBC Headquarters**

Recreation Sites and Trails BC

Appendix III

Sub-contracting, society capacity and use designation

Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA14HQ-03**.

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, 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 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 the trail. 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.

Recreation Sites and Trails BC

Administrative Use Only

Agreement # PA(CY)DRH-XX	PA16-CL03
District	HO
ORCS File #	16880-17
Expiration Date	March 31, 2026

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 VB8 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.

Page 1 of 31

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 statues.

(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	Trails Manager
Duly authorized representative name	**Title**
Signature	June 14th, 2016 **Date**

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

Chris Moslin	President GFCTS
Duly authorized representative name	**Title**
Signature	June 14, 2016 **Date**

PA16HQ-03

Recreation Sites and Trails BC

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.

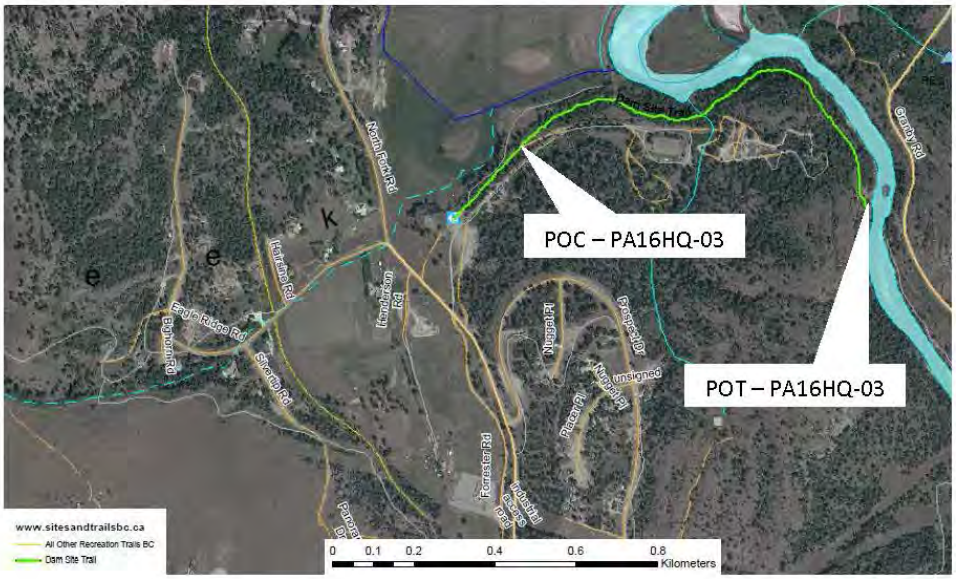


PA16HQ-03

Recreation Sites and Trails BC

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.



PA16HQ-03

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://gww.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.

PA16HQ-03

Recreation Sites and Trails BC

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.

PA16HQ-03

Recreation Sites and Trails BC

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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PA16HQ-03

Recreation Sites and Trails BC

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	

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	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 concrect 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 downsteam 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	

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					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	

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	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.

PA16HQ-03

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.

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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 _____

RMB rev 2013-03

Appendix II

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,

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.

PA17-HQ-02

Recreation Sites and Trails BC

RECREATION SITES AND TRAILS BC
PARTNERSHIP AGREEMENT

THIS AGREEMENT, dated for reference this **1st** day of **August, 2017** 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:

401-333 Victoria Street, Nelson, BC, V1L 4K3
daniel.scott@gov.bc.ca

the "Province"

AND:

Trails to the Boundary Society

661 EIGHT AV POST OFFICE BOX 492 MIDWAY BC V0H 1M0
barry.trailstotheboundary@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 commencing on **August 1, 2017** and ending on **August 1, 2022** 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 statues.

(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	Stewardship Agreement Engagement Summary
	Annual Operating Plan
	Sub-Contracting

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	Provincial Trails Manager
Duly authorized representative name	**Title**
Signature	August 14th, 2017 **Date**

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

RARRY NOLL	PRESIDENT
Duly authorized representative name	**Title**
Signature	AUGUST 4, 2017 **Date**

Recreation Sites and Trails BC

Schedule A
Agreement Area

Attachment to the Agreement with Trails to the Boundary for Partnership Agreement No. PA17HQ-02.

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

Agreement Area Description:

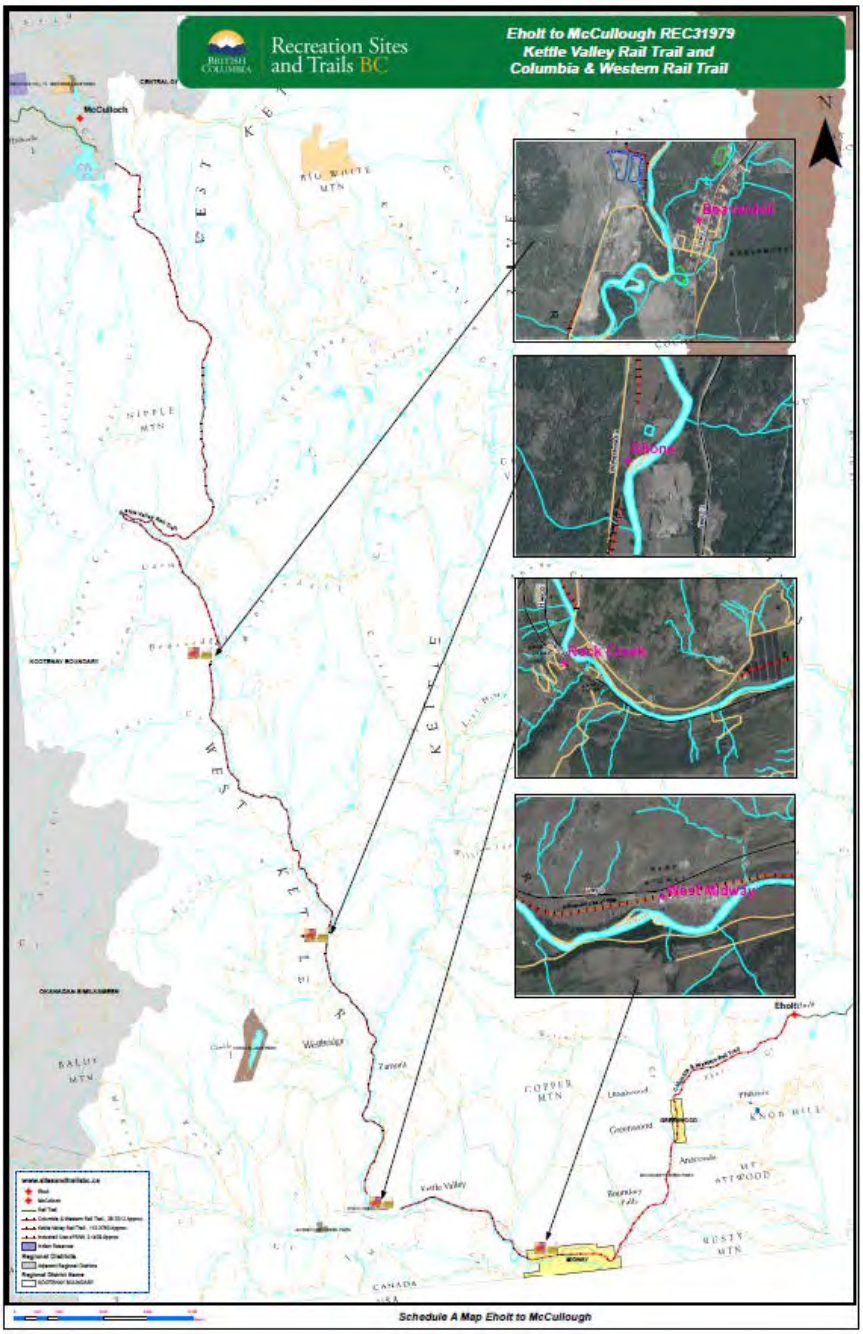
The Agreement Area is described below and outlined on maps included in the Schedule.

The entirety of the Columbia and Western Rail Trail and the Kettle Valley Rail Trail (which in part make up the Trans-Canada Trail aka the "spirit of 2010 trail – REC31979) that occur within Area "E" of the Kootenay Boundary Regional District.

This agreement applies to **Crown owned sections of the trail only** and specifically excludes privately held sections of the KVR Trail near the Mill at Midway, Rock Creek and Beaverdell.

This agreement does apply to the Crown owned portions of rail line within the municipalities of Greenwood and Midway.

PA17-HQ-02


Recreation Sites and Trails BC
Eholt to McCullough REC31979
Kettle Valley Rail Trail and
Columbia & Western Rail Trail
McCulloch
Eholt
Westbridge
Midway
Rock Creek
Schedule A Map Eholt to McCullough

Recreation Sites and Trails BC

Schedule B
Services & Special Provisions

Attachment to the Agreement with Trails to the Boundary for Partnership Agreement No. PA17HQ-02.

1. **Purpose & Operating Season**
   This Agreement is issued to the Agreement Holder for stewardship, maintenance and development of the Rail Trails within area E of the RDKB.

   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:	Barry Noll
Address:	661 Eight Avenue, PO Box 492, Midway, BC, V0H 1M0
Telephone:	250-445-2399
Email:	barry.trailstotheboundary@gmail

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:	Trails Specialist
Address:	333-401 Victoria Street, Nelson, BC, V1L 4K3
Telephone:	250-354-6810
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.
- Maintain, construct / install or restore docks and mooring buoys.
- Travel using motorized and non-motorized means to monitor, **plan, construct, restore** and maintain trails and to transport materials.
- 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.
- 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://gww.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.

Recreation Sites and Trails BC

Schedule C
Insurance

Attachment to the Agreement with Trails to the Boundary for Partnership Agreement No. PA17HQ-02.

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.

Recreation Sites and Trails BC

Schedule E
Annual Reporting

Attachment to the Agreement with Trails to the Boundary for Partnership Agreement No. PA17HQ-002.

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 ***April 1st,*** each year, the Agreement Holder must submit to the Province an electronic report summarizing the Services completed during the previous year.

Recreation Sites and Trails BC

Schedule F
Operational Standards
Recreation Trail

Attachment to the Agreement with **Trails to the Boundary** for Partnership Agreement No. **PA17HQ-002.**

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 Province's designated representative 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.

Recreation Sites and Trails BC

Schedule G
Provincial and Agreement Holder Structures

Attachment to the Agreement with **Trails to the Boundary** for Partnership Agreement No. **PA17HQ-002**.

List of Structures owned by the Province:

All engineered infrastructure associated with the Columbia and Western and Kettle Valley Rail Trails (REC31979), including all former railway infrastructure and newly added bridges, culverts, retaining walls, flumes or other.

All outhouses, kiosks, tables and signs on the KVRT and the CWRT within the agreement area.

List of Structures owned by the Agreement Holder:

None.

Recreation Sites and Trails BC

Schedule H
Operating Plan

Attachment to the Agreement with **Trails to the Boundary Society** for Partnership Agreement No. **PA17HQ-02**.

1. **Operating Plan**
   - **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.

PA17-HQ-02

Appendix I - Partnership Agreement Engagement Summary

Name of Agreement Holder _____ Agreement number ____PA_____-_____

Date Form Completed_____ For Calendar Year **2017**

Submit this form to the ministry contact person no later than 2 weeks after the end of your Operating Season but in any event 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 as accurately as possible based on the records you create and retain for your volunteers.

Services are only those Services set out in the Partnership Agreement during the calendar year, and not any of your other activities.

Total number of individuals who performed Services during the calendar year under age 85 and not "employees" of your organization.	Total number of hours of Services performed by all the individuals.

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 _____

PA17-HQ-02

Appendix II

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

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.

PA17-HQ-02

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**

Trails Manager

RSTBC

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

Recreation Sites and Trails BC

Appendix III

Sub-contracting, Society Capacity & User Designation

Attachment to the Agreement with **Trails to the Boundary Society** for Partnership Agreement No. **PA17HQ-02**.

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, 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 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 the trail. 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 trail by users and adjacent residents is put at risk by prohibited or unauthorized activities or behaviour on the Agreement Area.

Appendix C – Stewardship Partners Insurance Program.

STEWARDSHIP PARTNERS INSURANCE PROGRAM

Frequently Asked Questions & Answers for Partnership Agreement Holders

Why am I receiving this insurance?

The BC government has arranged group insurance for eligible Agreement Holders covering services provided under a Partnership Agreement with either BC Parks or Recreation Sites and Trails. The group insurance, called Stewardship Partners Insurance Program, has two components: a third party General Liability policy, and an Accidental Death and Dismemberment policy.

Am I going to be charged anything for this insurance coverage?

All costs pertaining to the Stewardship Partners Insurance Program have been paid by BC Parks and Recreation Sites and Trails.

What is covered under the General Liability Policy?

This policy responds to claims brought by a third party against the Agreement Holder for bodily injury and property damage caused by the Agreement Holder or its employees or volunteers, where the injury or damage arose out of the performance of the activities set out in the Partnership Agreement. As with all insurance policies, coverage is subject to the exclusions set out in the policy.

Agreement Holders still need to carry other insurance, including other liability insurance, for all their other activities outside the Partnership Agreement. Consult an insurance broker to determine all other insurance needs.

Who is covered by the General Liability policy?

The Agreement Holder (the party who has a signed Partnership Agreement with the BC government) and its employees and volunteers are covered to the extent liability arises from activities performed by or on behalf of the Agreement Holder under the Partnership Agreement.

Who is covered under the Accidental Death and Dismemberment Policy?

This policy provides limited coverage for the Agreement Holder's volunteers under the age of 85 who suffer an injury during the course of performing activities set out in the Partnership Agreement. There are age limitations and again this policy is restricted to claims that arise during the performance of the activities set out in the Partnership Agreement.

Employees of the Agreement Holder are not covered by this policy and are expected to benefit from existing WorksafeBC coverage. The Agreement Holder should confirm with WorksafeBC that the activities performed by their employees under a Partnership Agreement are accounted for in their assessments.

This sounds like insurance we already have in place. Should I cancel my policies?

The Stewardship Partners Insurance Program is very specific coverage for only the activities under a Partnership Agreement with the BC government. If the Agreement Holder does any

Last updated March 2013

other activity outside of that agreement those activities are not covered by this group program and other insurance might be required. Agreement Holders are encouraged to discuss their insurance needs with an insurance broker.

Why is it important for the Agreement Holder to keep track of employees and volunteers?

Employees and volunteers benefit from the insurance provided under SPIP. Both polices are "occurrence based" which allows claims to be brought forward years after the incident occurred. Documenting which employees and volunteers performed which activities during what timeframe is important so that in the event of a claim the applicable insurer can connect the individual with the coverage that was in place at the time the incident or accident happened.

What about my other insurance?

If you already carry insurance, there's a very good chance that you should NOT cancel any of it. For example, the General Liability policy only provides coverage for property damage caused to property owned by third parties, and only when such damage occurs as a result of the work performed under a Partnership Agreement. The policy does not cover damage to equipment or property owned by the Agreement Holder, or by its employees and volunteers, even if that damage occurs while performing work under the Partnership Agreement. Depending on the nature and structure of your organization you might need various types of insurance that are not provided under the Stewardship Partners Insurance Program because they relate to risks you have with or without the Partnership Agreement. Examples include: Directors' and Officers' Liability, Property, General Liability, Automobile Liability, Professional Liability. The province cannot provide specific guidance about any particular insurance situation, so Agreement Holders should consult their licensed insurance broker to determine all their insurance needs.

What do I do in the event of a claim or potential claim? Should I hire a lawyer?

If you've received a notice of claim, or you think you might, contact the Stewardship Partners Insurance Program managing broker Aon Reed Stenhouse as soon as possible. The main phone line is 1-877-388-7577 (toll-free) or contact John or Brenda directly:

John Giesbrecht
Tel: 250.413.2232
Email: mip@aon.ca

Brenda Petersen
Tel: 250.413.2210
Email: mip@aon.ca

Aon will provide direction to you about next steps.

Last updated March 2013

- Trail Network Overview -
North-East Quadrant

Regional District of Kootenay Boundary
British Columbia

- RDKB Area Boundaries
- Cadastre
- Provincial Park
- Conservancy
- Road

Trails Data Source

- BC_REC_Trails
- RDKBTrails
- GFCTS
- GFAC_Mtn_bike_trails
- KettleRiverMTBAssc_Trails

GFAC ATV Trails

- fsr/resource road
- trail

N
W E
S

0 1 2 3 4 5
Kilometers

GIS Cartographer: Todd Hellinga
Date: April 3, 2017
CERG File#: 777-11-01
Projection: BC Albers
Orthophoto: ESRI World Imagery

CASCADE ENVIRONMENTAL
RESOURCE GROUP LTD

Electoral Area E
Electoral Area D
GRANBY PARK
CLAIBORNE PARK
MT SLOAN
MT ARTHURS
MT COCHRANE
TENDERLOIN MTN
MT FRANKLIN
BLUEJOINT MTN
GABLE MTN
TERRACED PEAK
BUNCH GRASS
MT FAITH
Cinnamon L
Christian Valley
Granby River
Kettle River
Bluejoint Cr
Burrell Cr
Bowman Cr
Renata Cr
Thone Cr
Gable Cr
Horse Cr
Phoenix Creek
Copper Creek
Hellroaring Creek
Gilpin Creek
Boundary Creek
Deadwood Creek
Skylark Creek
Granby Creek
Cr

- Trail Network Overview -
North-West Quadrant

Regional District of Kootenay Boundary
British Columbia

- RDKB Area Boundaries
- Cadastre
- Provincial Park
- Conservancy
- Road

Trails Data Source

- BC_REC_Trails
- RDKBTrails
- GFCTS
- GFAC_Mtn_bike_trails
- KettleRiverMTBAssc_Trails

GFAC ATV Trails

- fsr/resource road
- trail

0 1 2 3 4 5
Kilometers

GIS Cartographer: Todd Hellinga
Date: April 3, 2017
CERG File#: 777-11-01
Projection: BC Albers
Orthophoto: ESRI World Imagery

CASCADE ENVIRONMENTAL
RESOURCE GROUP LTD

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BULLDOG MTN
MT FAITH
GLADSTONE PARK
MT GLADSTONE
Paulson
BUNCH GRASS HILL
ALMOND MTN
Kennedy Cr
Electoral Area D
Jewel
JEWEL LAKE PARK
Electoral Area E
Eholt
Thimble Mtn Trails
Marshall Providence Lake XC Trails
Deadwood
Pheonix
KNOB HILL
City of Greenwood
Greenwood
Anaconda
MT ATTWOOD
BOUNDARY WATER PARK
Boundary Falls
RUSTY MTN
Village of Midway
Electoral Area C
Gilpin
GILPIN GRASS LYNX PARK
MT MORRISSEY
GRAND FORKS
City of Grand Forks
BOUNDARY VIEW PARK
Billings
395
Christina Lake
CHRISTINA LAKE PARK
Cascade
Big Sheep
Sutherland Cr
McRae Cr
Boundary
Lake
Creek
Cr
Pass
Ridge
Mtn
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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CASCADE ENVIRONMENTAL
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Beaverdell
Electoral Area D
TERRACED
PEAK
Lost Horse Cr
Conkle Cr
Beaverdell Cr
Granby R
Granby Wilderness
WEST KETTLE R
KETTLE R
Kettle River
Williamson Cr
Boundary
Windfall Cr
Wallace Cr
VENNER
MEADOWS
Sole Cr
Electoral Area E
Conkle
Conkle Lake Park
Westbridge
Zamora
BALDY
MTN
Monk Creek
COPPER
MTN
Deadwood
Greenwood
Kettle River Trails
Kettle River Recreation Area
Kettle Valley
Boundary Falls
Myers Cr
Jewel Lake Park
Village of Midway
Midway Trails
CANADA
USA

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community