



Administrative Use Only:

Agreement # PA(CY)DR#-XX	PA22-DCO-004
District	Columbia Shuswap
ORCs file#	16660-27/Shuswap Hut and Trail Alliance Society
Expiration Date	October 3, 2032

RECREATION SITES AND TRAILS BC PARTNERSHIP AGREEMENT

THIS AGREEMENT, dated for reference this **3rd day of October, 2022**, is

BETWEEN:

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

1761 Big Eddy Road, Revelstoke BC V0E 3K0
Marcia.Bennett@gov.bc.ca

the "Province"

AND:

Shuswap Hut and Trail Alliance Society

141 SHUSWAP STREET N.W.
BOX 1531
SALMON ARM BC V1E 4P6
info@shuswaptrails.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 **10** years commencing on **October 3, 2022** and ending on **October 3, 2032** inclusive.
- 2.02 The Agreement may not be modified except by a subsequent agreement in writing between the Parties.
- 2.03 Nothing in this Agreement will be considered to have been waived by the Province unless such a waiver is in writing.
- 2.04 Either Party may cancel this Agreement by giving 60 days prior written notice to the other Party. Upon receiving cancellation notice, the party receiving the cancellation notice will have the opportunity to be heard by the party serving the cancellation notice and the Parties will use their best efforts to conclude the opportunity to be heard within the 60 day period.
- 2.05 Subject to 2.03, not later than 6 months prior to the expiry date of the Agreement, the Province will make a written offer to the Agreement Holder setting out the conditions upon which the Province may renew this Agreement.
- 2.06 The Agreement Holder shall have a period of 3 months from receipt of the renewal offer to accept in writing, the renewal offer on the terms and conditions contained in such offer, provided the Agreement Holder is in compliance with the terms and conditions of this agreement at that time.
- 2.07 Notwithstanding anything to the contrary in this Agreement, the Province, in its sole discretion, may elect to not make a renewal offer to the Agreement Holder.

ARTICLE III—REPRESENTATION OF THE AGREEMENT HOLDER

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

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

3.02 The Agreement Holder acknowledges and agrees that:

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

The Agreement Holder accepts the role of Prime Contractor if it employs workers and/or engages contractors creating a multiple employer workplace under the Workers Compensation Act, and must fulfil the obligations required of a prime contractor under the Worker's

Compensation Act, Section 118 and the Occupational Health and Safety Regulation.

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

ARTICLE IV—INDEMNITY AND WAIVER

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

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

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

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

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

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

4.03 The Agreement Holder will exercise due diligence and all reasonable care to prevent damage to, or loss of any property in the Agreement Area. On the occurrence of damage or loss to property, the Agreement Holder will immediately take appropriate action to mitigate or prevent further damage or loss and immediately notify the

Province so the Province can provide direction as to remedial measures to be undertaken. The Agreement Holder will comply with any directions given by the Province under this paragraph 4.03 in a timely manner.

ARTICLE V—INSURANCE

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

ARTICLE VI—RECORDS MANAGEMENT & INSPECTION

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

ARTICLE VII—DISPOSITION OF IMPROVEMENTS

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

ARTICLE VIII—MISCELLANEOUS TERMS AND CONDITIONS

8.01 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties:

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

ARTICLE IX—FEES

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

ARTICLE X—INTERPRETATION

- 10.01 In this Agreement, unless the Agreement otherwise requires, the singular includes the plural and the masculine includes the feminine, corporation and body politic.
- 10.02 The captions and headings contained in the Agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of the Agreement.

- 10.03 In this Agreement, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the Agreement otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.
- 10.04 If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and the remaining parts will be enforceable to the fullest extent permitted by law.
- 10.05 Those parts which survive the termination or expiration of this Agreement are Articles I (1.05 only), IV, VII and IX (9.02 and 9.03 only).

ARTICLE XI—DESIGNATED CONTACT

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

ARTICLE XII—SCHEDULES

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

Schedule	Title
A	Agreement Area
B	Services & Special Provisions
C	Insurance
D	User Fees (n/a)
E	Annual Reporting
F	Operational Standards
G	Province and Agreement Holder Structures
H	Operating Plan
Appendices	Title
1	Partnership Agreement Engagement Summary
2	Operator Incident Report
3	Initial Trail & Feature Inventory and Assessment
4	Annual Trail Inspection
5	Sub-contracting, society capacity and 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.

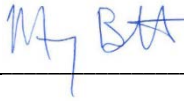
Signed and Delivered on behalf of the Province by a duly authorized representative of the Province.

Marcia Bennett

Recreation Officer

Duly authorized representative name

Title



December 7, 2022

Signature

Date

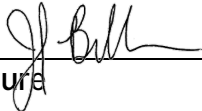
Signed and Delivered on behalf of the Agreement Holder by a duly authorized representative of the Agreement Holder.

Jen Bellhouse

Executive Director

Duly authorized representative name

Title



December 06, 2022

Signature

Date



Schedule A Agreement Area

Attachment to the Agreement with **Shuswap Hut and Trail Alliance Society** for Partnership Agreement No. **PA22-DCO-021**.

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

Recreation Project No.	Project Name	Primary use
REC98321	Eagle Pass Lookout Twin Lakes Recreation Trail	Hiking
REC204611	Larch Hills Traverse Recreation Trail	Mountain biking
REC1932	Mara Lookout Recreation Trail	Hiking
REC202601	South Canoe Recreation Trails	Mountain biking

Agreement Area Description:

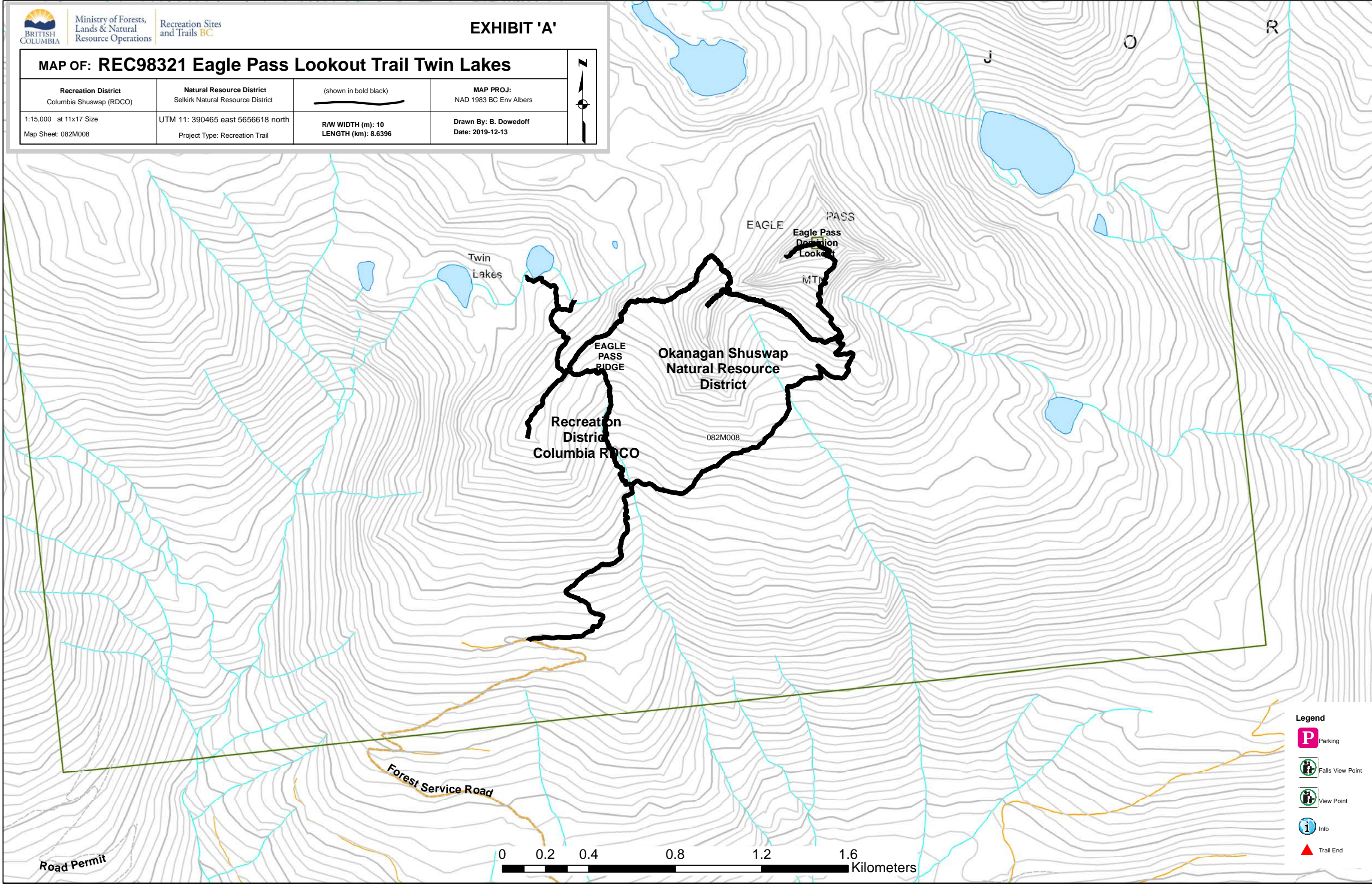
The Agreement Area is described below and outlined on maps included in the Schedule.

The Agreement area includes parking areas, trails, facilities, and structures associated with the above mentioned recreation sites and trails.

MAP OF: REC98321 Eagle Pass Lookout Trail Twin Lakes



Recreation District Columbia Shuswap (RDCO)	Natural Resource District Selkirk Natural Resource District	(shown in bold black) 	MAP PROJ: NAD 1983 BC Env Albers
1:15,000 at 11x17 Size Map Sheet: 082M008	UTM 11: 390465 east 5656618 north Project Type: Recreation Trail	R/W WIDTH (m): 10 LENGTH (km): 8.6396	Drawn By: B. Dowdoff Date: 2019-12-13



- Legend**
- Parking
 - Falls View Point
 - View Point
 - Info
 - Trail End

Road Permit

0 0.2 0.4 0.8 1.2 1.6 Kilometers


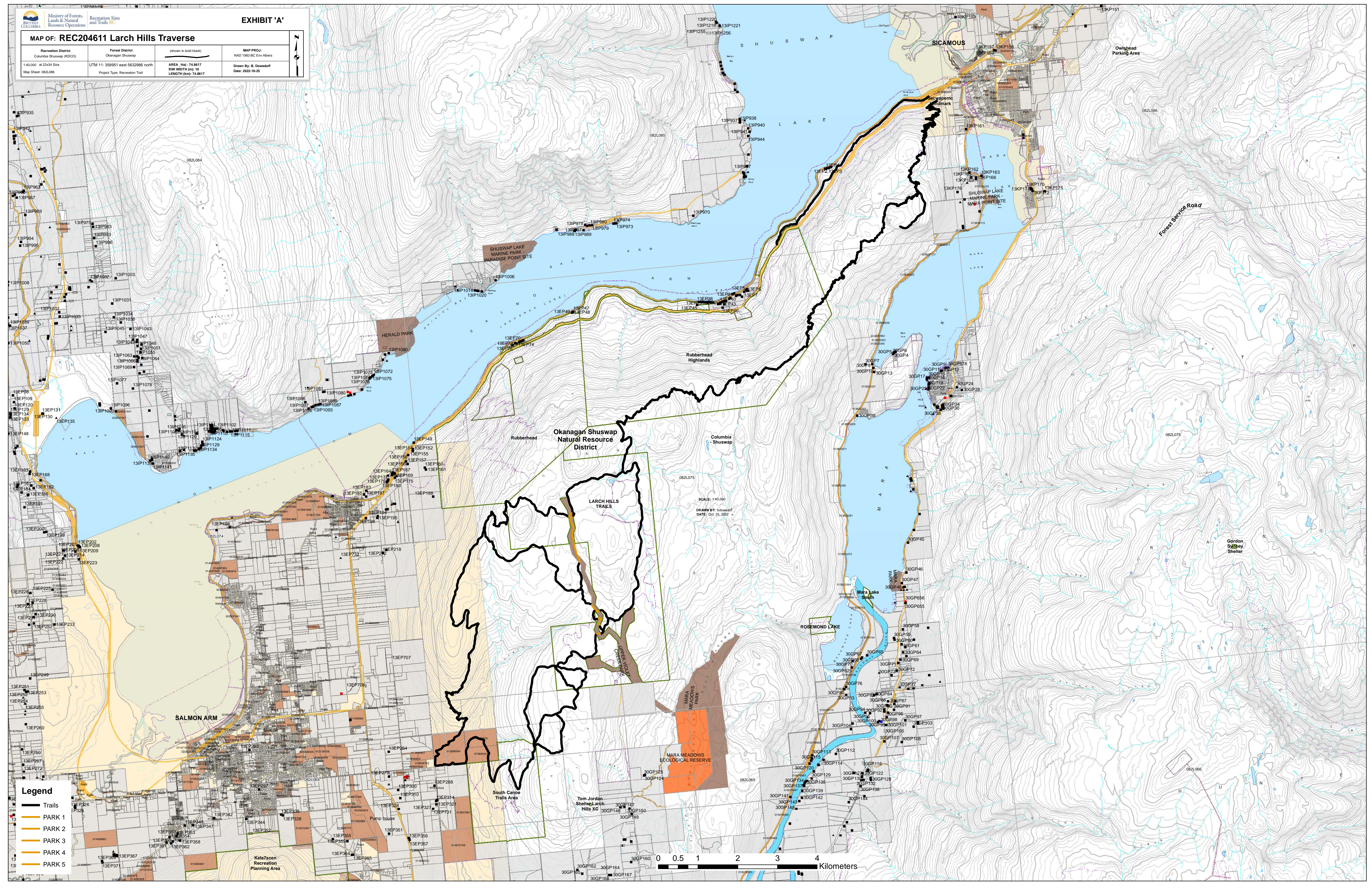
 Ministry of Forests, Lands & Natural Resource Operations
 Recreation Sites and Trails BC







EXHIBIT 'A'

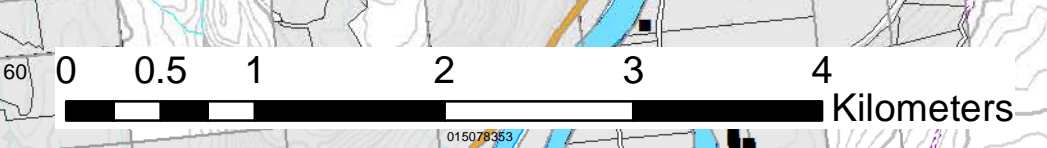
MAP OF: REC204611 Larch Hills Traverse

Recreation District Columbia Shuswap (RDCO)	Forest District Okanagan Shuswap	(shown in bold black)	MAP PROJ: NAD 1983 BC Env. Albers
1:40,000 at 22x34 Size Map Sheet: 082L086	UTM 11: 358951 east 5632866 north Project Type: Recreation Trail	AREA_Ha): 74.8617 RW WIDTH (m): 19 LENGTH (km): 74.8617	Drawn By: B. Dowdoff Date: 2022-10-25

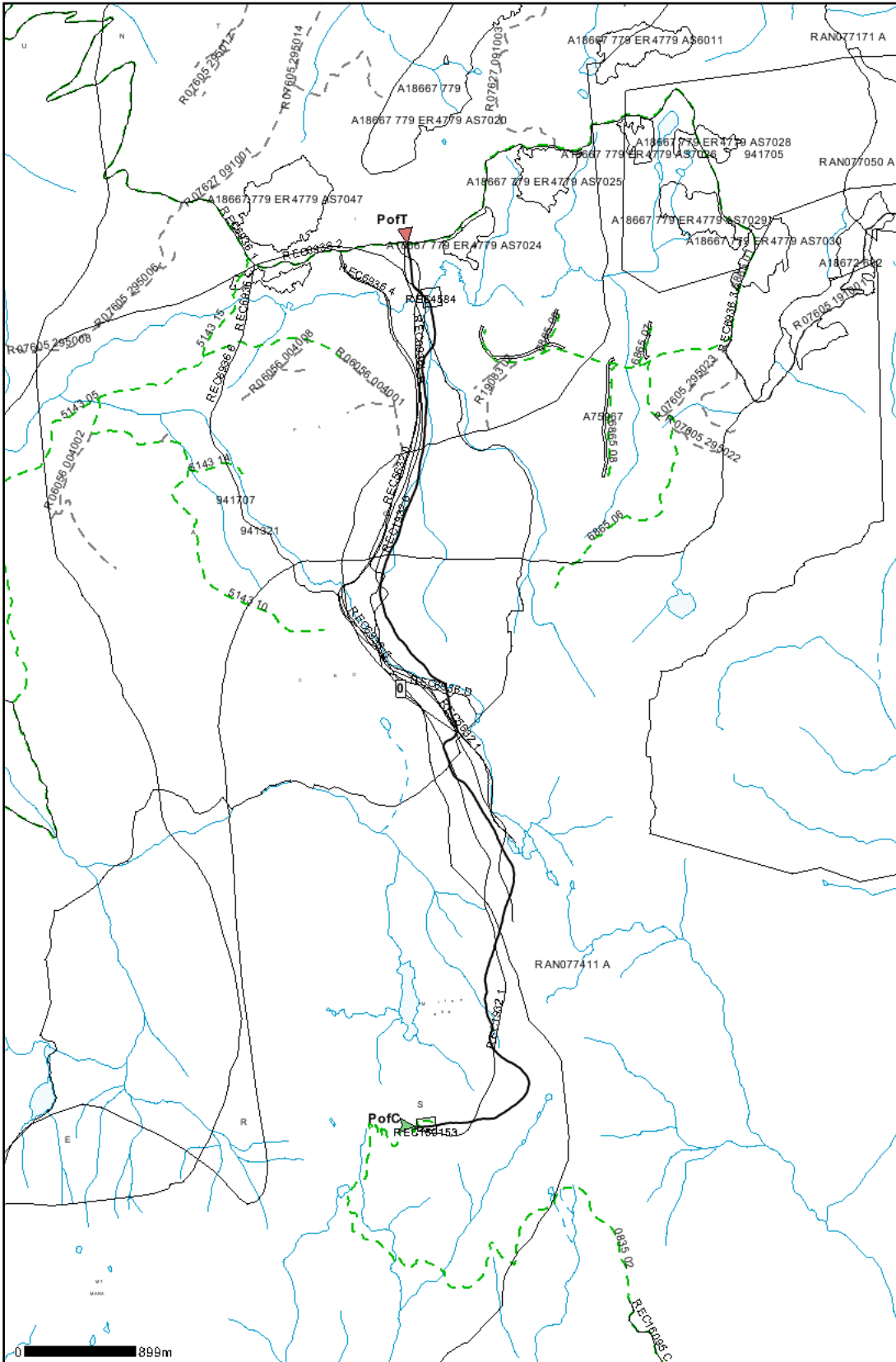














Legend

-  Trails
-  PARK 1
-  PARK 2
-  PARK 3
-  PARK 4
-  PARK 5



MAP OF : REC1932 Amendment # 6 (shown in bold black)			
FOREST REGION : RTO FOREST DISTRICT : DOS	TSA : 22 LAND DISTRICT : Okanagan Shuswap Natural Resource District	PULPWOOD AGREEMENT : PAG02 0	MGT UNIT TYPE : MGT UNIT NO :
ESF SUBMISSION ID : 1447507 BCGS MAPSHEET NO : 82L.076	SCALE : 1:50000 at A Size Length (Km): 8.645	UTM : 11 NAD : NAD 83	DRAWN BY : FTA DATE : Sep 9, 2015



Legend	
	Tenure Application
	Tenure Road Application
	Retired Tenure Road
	P of C
	P of T
	Tenure Feature
	Range
	TFL
	Provincial Forest
	Forest Service Road
	Highway
	Municipal Road
	Non Status Road
	Recreation Trails
	Road Permit
	SUP Road
	Right of Way
	Schedule B CP Road
	Mineral Tenure Points
	Cities
	Waterbodies
	River/Stream
	Coastline / Island

0 (8.645 Km)
PofC UTM11 369965, 5625335
PofT UTM11 370797, 5632370



Schedule B Services & Special Provisions

Attachment to the Agreement with **Shuswap Hut and Trail Alliance Society** for Partnership Agreement No. **PA22-DCO-021**.

1. Purpose & Operating Season

This Agreement is issued to the Agreement Holder for *maintenance of recreation trails and associated structures in 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: Jen Bellhouse
Address: Box 1531, Salmon Arm BC V1E 4P6
Telephone: 250-832-0102 (250-804-3530 cell)
Email: jen@shuswaptrails.com; admin@shuswaptrails.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: Marcia Bennett
Title: Recreation Officer
Address: Box 9158, 1761 Big Eddy Road, Revelstoke BC V0E 3K0
Telephone: 250-805-6738
Email: Marcia.Bennett@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.

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.
- Groom trails and set tracks;
- Maintain, construct and restore approved mountain bike trails that conform to the Whistler Trail Standards, excluding Expert Unlimited trails, which are not permitted on Crown land.
- 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 https://www.nrs.gov.bc.ca/flnrord/files/flnrord/media/safety/guideline_hand_falling_activities.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 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.

Schedule C Insurance

Attachment to the Agreement with **Shuswap Hut and Trail Alliance Society** for Partnership Agreement No. **PA22-DCO-021**.

- 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.



Schedule E Annual Reporting

Attachment to the Agreement with **Shuswap Hut and Trail Alliance Society** for Partnership Agreement No. **PA22-DCO-021**

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

1. Partnership Engagement Agreement Summary

By **January 15** 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 **December 1** each year, the Agreement Holder must submit to the Province an electronic report summarizing the Services completed during the previous year.

3. Operating Plan

By **December 1** each year, the Agreement Holder must submit to the Province their Annual Operating Plan, as outlined in Schedule H.

4. Mountain bike trail annual inspection form

By **December 1**, the Agreement Holder must submit to the Province their record of annual inspections of mountain bike trails and TTFs, as outlined in Schedule F—Operational Standards: Mountain Bike Trails – Section 7.

Schedule F

Operational Standards

Recreation Trail

Attachment to the Agreement with **Shuswap Hut and Trail Alliance Society** for Partnership Agreement No. **PA22-DCO-021**. For Recreation Projects:

REC98321 Eagle Pass Lookout Twin Lakes Recreation Trail

REC1932 Mara Lookout Recreation Trail

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 Pre-season Trail Maintenance

Maintenance and repair of trail and its 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 is 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 0.5m from the tread centre dispose downhill when possible.
- **Brush/Vegetation**
 - remove all juvenile trees and woody brush for 0.5m 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 clean-up**
 - 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 2.5m of overhead clearance and 1.0-1.5m trail width
 - scatter cut limbs a minimum of 1m 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: walls, floor, roofing material, installation of door hinges or latches, door adjustments, steps, toilet seat, and stem
 - conduct repairs, secure loose component parts and part replacement

- remove cobwebs, dust, and dirt 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 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.

3. MAINTENANCE AND MANAGEMENT OF HUTS AND CABINS

- a) Maintenance of huts and cabins associated with agreement area will include:
 - Thoroughly sweeping all inside and outside floors.
 - Ensure all exterior and interior areas are litter free.
 - Inspect stove and chimneys for damage or wear.
 - Ensure pertinent information about the operation of the cabin and associated trails, including fees for cabin or trail use, are clearly posted for the public.
- b) Management of huts and cabins associated with agreement area shall be:
 - Used for non-profit recreational use and remain open to the public.
 - Available for other compatible recreational use in the area.

Commented [KKE1]: Not sure if this needs to be here unless the lookout is rebuilt.

- Shall not be restricted for public use nor shall undue influence be extended to join a club.
- c) All toilet facilities will be serviced once weekly, during which the agreement holder will:
 - Ensure shovelled, safe paths from more highly trammelled areas to the toilets are kept.
 - Carry out minor repairs such as replacement or installation of door hinges or latches, door adjustments, secure loose component parts.
 - Sweep or otherwise remove cobwebs, dust, dirt, etc., from all surfaces.
 - Thoroughly clean and sanitize seats and stems with a mixture of one (1) part cleaner to one hundred (100) parts water or as specified on product labels, and wipe both components dry to avoid spotting.
 - Stock toilets with two (2) rolls of toilet paper.

4. MAINTENANCE OF ASSOCIATED ROADS

The agreement holder is responsible for damages incurred to the road system or any of the associated facilities as a result of agreement holder activities. The Province is responsible for damages incurred to the road system or any of the associated facilities, by natural causes that cannot be remedied by standard maintenance practices.



Schedule F

Operational Standards

Mountain Bike Trails

Attachment to the Agreement with **Shuswap Hut and Trail Alliance Society** for Partnership Agreement No. **PA22-DCO-021**. For Recreation projects:

REC204611 Larch Hills Traverse Recreation Trail

REC202601 South Canoe Recreation Trails

1. MOUNTAIN BIKE TRAIL MANAGEMENT OBJECTIVE

British Columbia is renowned for high quality, innovative and exciting mountain bike trails. Trail building techniques that add challenge and excitement define the character of B.C. trails. A primary objective of the Province is being able to provide safe and sustainable mountain bike trails without compromising the exciting and challenging character that define them. Partnership Agreement Holders for mountain bike trails are required to adhere to these Operations Standards to ensure the Province achieves its objective for maintenance, management and provision of mountain bike trails on Crown land.

2. TRAIL MAINTENANCE OBJECTIVES

Trail maintenance is carried out to:

- a) *Provide user safety* - Safety considerations should *always* be the first priority. Unsafe conditions should be corrected or normal use restricted.
- b) *Protect the environment* - Environmental and trail damage should be corrected and actions taken to prevent further damage.
- c) *Provide high quality user experiences*

3. TRAIL MANAGEMENT GUIDELINES AND STANDARDS

Construction and maintenance of mountain bike trails must be carried out according to established best practices and standards. The Ministry's preferred guidelines for construction and maintenance of mountain bike trails are described in:

(a) Trail Solutions: IMBA's Guide to Building Sweet Singletrack.

<http://www.imba.com/catalog/book-trail-solutions>

Additional specifications for trail and feature construction and management can also be found in Chapter 10 of the Recreation Manual

<http://www.sitesandtrailsbc.ca/documents/manual/chapter10.pdf>

Trail and feature classification and TTF standards, adopted by the Ministry are detailed in the *Whistler Trail Standards, First Edition*

4. TRAIL MAINTENANCE REQUIREMENTS

Annual trail maintenance efforts should be focused early in the mountain bike season to ensure each trail is safe, properly signed, clear of obstructions and free of environmental concerns. Following preseason maintenance, regular maintenance should focus on priority areas and as required. The following trail maintenance requirements must be carried out:

- a) **Signs**—all signs will be checked prior to the season of operation to ensure they are in place and visible and any additional signs required to meet the objectives of this Agreement should be installed. Special attention must be given to risk management signs including trail rating and TTF signs.
- b) **Deadfall**—at the beginning of the trail season and on a priority basis cut out windfall/deadfall over the trail, remove wood a minimum of 0.5 metre from the tread centre and dispose downhill when possible.
- c) **Brushing**—on a priority basis 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.
- d) **Erosion control**—clean-out and repair any existing water bars and ditches as necessary to drain water away from the trail and prevent erosion.
- e) **Litter cleanup**—remove litter and garbage at the trailhead and along the trail.
- f) **Limbing**—remove tree limbs to allow 2.5 metres of overhead clearance above the trail, with 1.0-1.5 metres total clearance width. Scatter cut limbs a minimum of 1.0 metre from the trail edge, out of sight where possible. Ensure limbing cuts are clean, without scarring the main trunk of the tree.
- h) **Trail tread maintenance**
 - Drain/harden mud holes and boggy areas.
 - Complete washout and/or slump repair.
 - Grub rocks, roots, stumps as necessary.
 - Undertake surface repair as required.
- g) **Hazard tree identification**- report potential hazard trees to the district recreation officer
- l) **Trail closures** – establish and carry out trail closure procedures where trails become unsafe, or require repairs to prevent environmental damage.
- j) **Drainage structure maintenance** – conduct inspections for potential blockage of drainage structures including culverts, cross-drains, water bars, grade dips and ditches and carry out any maintenance as required.

5. DIFFICULTY CLASSIFICATION

Trail Classification

All mountain bike trails must be classified according to level of difficulty, based on the standardized mountain bike trail difficulty classification system (green circle, blue square, black diamond). Specific criteria for determining the level of difficulty is described in *Whistler Trail Standards, Environment and Technical Trail Features, First Edition*.

Trail ratings will be based on the highest level of difficulty of mandatory, unavoidable portions or elements of the trail. Ratings should consider angle of decent, obstacles and technical trail features (where TTF's offer alternate 'ride-arounds' the overall trail rating may be less difficult than the TTF- see next section)

Difficulty trail ratings for mountain bike trails on Crown land may not exceed most difficult (black diamond). Expert unlimited trails (double black diamond) are not permitted.

TTF Classification.

All TTF's must be rated by difficulty according to the *Whistler Trail Standards*. All TTF's rated as most difficult (black diamond) or higher must have a TTF warning sign posted prior to the feature. TTF warning signs are recommended for more difficult (blue square) TTF's.

In some cases, Technical Trail Features or obstacles on a trail may exceed the difficulty classification of the trail. In these cases, the TTF must be signed, and an alternate route or 'ride around' must be available that is consistent with the overall trail classification. TTF's with ride arounds may only exceed the trail difficulty rating by one level i.e. a green trail might have a blue TTF but cannot have a black diamond TTF even if a ride around is provided.

Consistent with Whistler Trail Standards, overall trail difficulty ratings may not exceed most difficult (black diamond), however, elements of a trail may be rated expert unlimited (double black diamond) under the following conditions:

1. Each proposed feature rated expert unlimited must be approved by the District Recreation Officer (DRO).
2. No feature or element that is expert unlimited is mandatory or unavoidable.
3. Any feature or element rated expert unlimited must have a clearly defined and signed alternate route around. The alternate route should follow the main flow of the trail, whereas the TTF should require a deviation from the main flow.
4. Signage at least 10m prior to the feature (or prior to the junction of the main trail and alternate route) will indicate the presence of an expert unlimited feature (double black diamond), and provide directional signage to alternate route. Example:





5. Any gap jumps will be located on detours, off the main and obvious flow of the trail.
6. Where possible features that exceed most difficult ratings will start with skill filters that will limit accidental entry by novice riders.
7. Excessive gaps, drops or other features that pose an unacceptable risk will not be approved at the discretion of the DRO. The number of expert unlimited TTF's on an individual trail should be a small proportion of the TTF's and will be limited at the discretion of the DRO.
8. All elements of a trail that exceed most difficult will be inspected twice annually.

6. PARTNERSHIP AGREEMENT- MOUNTAIN BIKE TRAIL INITIAL INVENTORY AND INSPECTION

Each Partnership Agreement for mountain bike trails will include a requirement for an initial inventory and inspection of the trail and all associated TTF's to ensure the trail and features meet RST Standards and guidelines. Minimum information required for the initial inventory and inspection will include:

1. Area Map showing each named trail in the agreement
2. For Each Trail:
 - Length
 - Point of Commencement (PoC)
 - Point of Termination (PoT)
3. For each TTF on a trail:
 - Unique ID
 - Lat/long or GPS coordinate
 - Feature description
 - Dimensions
 - Difficulty Rating (according to WTS)
 - Meets standard (Y/N)
 - Mandatory (Y/N)
 - Works Required
 - Inspected by
 - Photo of feature

RST will make an inventory and inspection template available for use by partners, however RST will accept other formats provided the minimum information is provided.

7. PARTNERSHIP AGREEMENT -MOUNTAIN BIKE TRAIL ANNUAL INSPECTION PROGRAM

Each year following the completion of the Initial Inventory and Inspection, groups with trail partnership agreements for mountain bike trails will be required to complete and submit an

annual inspection of each trail and TTF (the DRO may increase frequency to two annual inspections, if required). Annual inspections will, at a minimum, include:

1. For each trail:

- Date inspected
- Inspected by:
- Trail condition (poor, fair, good)
- Required maintenance

2. For each TTF

- Trail name
- Unique ID
- TTF condition (meets standard/ requires maintenance)
- Maintenance required
- Date inspected
- Inspected by:

RST will make an annual inspection form available to all partners however RST will accept other formats provided the minimum information is provided.

8. ANNUAL OPERATIONS PLAN/MOUNTAIN BIKE TRAIL MANAGEMENT PLAN

As described in Schedule H - Operating Plan, an Annual Operations plan is required for partners with mountain bike trails. At the discretion of the District Recreation Officer, approved multi-year Mountain Bike Trail Management Plans will satisfy this requirement.

Guidance for the development of annual operations plans or Mountain Bike Trail Management Plans can be provided by the Ministry.



Schedule G

Provincial and Agreement Holder Structures

Attachment to the Agreement with [Shuswap Hut and Trail Alliance Society](#) for Partnership Agreement No. [PA22-DCO-021](#).

List of Structures owned by the Province:

Recreation Project No.	Project Name	Structures
REC98321	Eagle Pass Lookout Twin Lakes Recreation Trail	Outhouse, kiosk, enroute signage, bridge
REC204611	Larch Hills Traverse Recreation Trail	Kiosks (2), enroute signage
REC1932	Mara Lookout Recreation Trail	Kiosk, lookout building, 3 bridges
REC202601	South Canoe Recreation Trails	Kiosk, enroute signage, 3 bridges

List of Structures owned by the Agreement Holder:

Recreation Project No.	Project Name	Structures
REC98321	Eagle Pass Lookout Twin Lakes Recreation Trail	
REC204611	Larch Hills Traverse Recreation Trail	
REC1932	Mara Lookout Recreation Trail	
REC202601	South Canoe Recreation Trails	



Recreation Sites
and Trails BC

Schedule H Operating Plan

Attachment to the Agreement with **Shuswap Hut and Trail Alliance Society** for Partnership Agreement No. **PA22-DCO-021**.

1. Operating Plan submission process

- a) Not later than **May 1**, the Agreement Holder must submit to the Province, for its written approval, an Operating Plan for the upcoming Operating Season which will include the information listed in Section 2.
- 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.
- e) Approval of the operating plan provides authority to conduct operations in the upcoming season.

2. Operating Plan information

Introduction

- Club / Society identification
- Objectives, overview, and intent of the operating plan
- Contact person(s) (phone, email)

Public Information

- Where and how public information on the trail system can be obtained (e.g. brochure, web, phone, signs, Information Centre, maps, etc.)

Safety Plan

Hazard Abatement

- Identification of known hazards (e.g. hazard trees, cliffs, work by other tenure holders) and hazards will be addressed.

Closures

- If closures will occur within the agreement area, how they will be managed.

Inspections

- Attach most current inspection forms.
- Provide a schedule for future inspections.
- For mountain bike trails, details of required inspections are in Schedule F—Operational Standards: Mountain Bike Trails, Section 7.

Proposed Works

Maintenance and Remedial Works

- Provide details on maintenance and remedial work that is planned or unplanned.

New Works

- Provide details on any new trails or structures being considered by the club. Any new trails or structures will require a separate Section 57 application.

Signage

- Identification of type, location, and standard of signs. Describe any signs and structures to be put in place other than those provided by the Province. Note all signs, posters, and structures must be approved by the Recreation Officer as per Section 15 of the Forest Recreation Regulation prior to installation.

Consideration of other resource values (if applicable)

- This section to document how other resource values will be accommodated by the agreement holder (e.g. forest licensee and licensed trapper use of the area, road permits, sensitive wildlife species, wildlife winter range, archaeological values, etc.)

Special Events

- Dates and descriptions of special events (both competitive and non-competitive) that are scheduled over the course of the season. Note, this is a requirement under section 16 of the Forest Recreation Regulation.

List of Assets

- Note addition or deletions of club assets from the Schedule G (Structures) of the agreement.

Volunteer versus Paid Effort

- Describe how your club functions with respect to paid versus volunteer effort. Estimate the time spent by volunteers versus paid positions to meet club goals.

Attachments

- Include any attachments that may clarify items to address the above. E.g. brochures, pictures of signage, maps, etc.

Partnership Agreement Engagement Summary

Name of Agreement Holder _____ Agreement number ____ PA _____ - _____

Date Form Completed _____ For Calendar Year 2020

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 including employees* and individuals over age 85.

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 _____

*an employee of your organization is an individual who receives remuneration for providing services set out in the Partnership Agreement and is a Worker as defined by the Workers Compensation Act and would be eligible for compensation benefits from Worksafe BC and therefore ineligible for Accidental Death and Dismemberment coverage provided under the terms of the Agreement.



Recreation Sites and Trails BC - **District name**
INCIDENT REPORT

Date Reported: _____

Reported By: _____

Reported to: _____

(job title)

Other People Contacted: (Site/Trail Operator, RSTBC, FLNRO C&E, RCMP) (if RCMP, include file #)

Location where Incident Occurred: (name of recreation site or trail)

Date and Time Incident Occurred:

Description of People Involved: (names and addresses if known, or physical descriptions)

Vehicle Description and License Plate Numbers:

Witnesses: (names and contact information if possible)

Description of Incident: (continue on back of page if necessary)

Description of Incident continued:

Photographs: (indicate whether photographs were taken; attach to report if possible)

this portion of the report completed by:

name (please print)

date completed

signature

Follow-up Action Taken: (include dates)

Additional Follow-up Required:

Action Complete / File Closed:

District Recreation Officer

date signed

Appendix 3- Mountain Bike Trail Management – Initial Trail & Feature Inventory and Assessment

Trail & Feature Inventory and Assessment Instructions

Partners with agreements for mountain bike trails are required to complete an initial inventory and assessment of trails and associated trail features included in the agreement. The Inventory should be updated annually based on results of annual inspections. The following information will assist organizations in completing the initial inventory and inspection. An example format for recording the information is provided but is not mandatory, provided all the required information is collected and reported.

Mapping

Agreement Holders are required to submit digital GPS data as well as hard copy mapping to accompany the Initial Trail & Feature Inventory and Assessment.

A hard copy map must be provided with the following information:

- Each mountain bike trail included in the Partnership Agreement marked to show difficulty ratings
- Main access roads, forest roads, and highways if applicable
- Main water features or other significant points of interest
- Topographic lines at an appropriate scale to demonstrate general topography of trails

The map should be at an appropriate scale to represent the extent of the managed trail network and its relative location to developed areas or significant geographic features (public road junctions, parks, recreation sites, etc.)

Digital GPS Information must be provided to the Recreation Officer. **KML/KMZ files are preferred but must be derived from field collected GPS data.** Data must include a minimum of:

- Trail line work including trail start and end points
- Location of features including TTFs, significant bridges, boardwalks and other structures
- Parking areas
- Main access roads

Trail Inventory

For each trail included in the Partnership Agreement provide the following information:

- Trail Name
- Difficulty rating assigned to trail – based on Whistler Trail Standards classify each trail as either *Easiest, Easy, More Difficult* or *Most Difficult*.

- Length – provide in km
- Point of Commencement (PoC) – provide GPS or Lat/Long coordinates for the point at which the trail starts in degree decimal minutes coordinates if trails are not accurately located on maps or signed in the field.
- Point of Termination (PoT) – provide GPS or Lat/Long coordinates for the point at which the trail ends in degree decimal minutes coordinates if trails are not accurately located on maps or signed in the field.
- TTFs (Y/N) – indicate if the trail included Technical Trail Features*

Feature Inventory

For each feature on a trail, provide the following information:

- Feature –type of feature, e.g. ladder bridge, log-ride, board walk etc.
- Unique ID – assign a Unique Id to each structure for subsequent annual inspections. i.e. Wonderland trail features may include WL-01, WL-02 etc.
- TTF (Y/N) –Y: if feature is classified as a TTF*; N: if a structure is standard infrastructure (stairs, boardwalk etc).
- Lat/Long in degree decimal minutes coordinates of feature.
- Dimensions –dimensions of feature, e.g. ladder bridge 5m x 1m x 0.5m (L x W x H)
- Difficulty Rating** - difficulty rating of TTF according to Whistler Trail Standards.
- Mandatory (Y/N) – Indicate Y if the feature is mandatory for a rider travelling along the trail or N: if an alternate route is available to bypass the feature.
- Meets Standard (Y/N) – indicate if the feature conforms to Whistler Trail Standards, including an assessment of strength and stability, height to width ratio's, construction practices including methods for connecting members, rung spacing, surfacing, wood preparation and fall zones.
- Remedial Action/ Work Required – specify any required works to enhance the safety of the feature and/or ensure it meets Ministry and Whistler Trail Standards.
- Inspected By- indicate name of person performing inspection.
- Photo record – maintain and provide a digital photo of the feature. Photos can be incorporated into the inspection report or provided as separate files if the file name includes the features Unique ID.

Reporting

A completed *Initial Trail and Feature Inventory and Assessment* must be submitted to the District Recreation Officer. Results of the inventory and assessment should be prioritized and included in an annual operating plan. Completion of remedial works required to address safety and environmental concerns and to ensure conformance with ministry guidelines and standards may be required before a partnership agreement is finalized. In these cases, authorization to complete the works will be granted pursuant to Section 57 of the *Forest and Range Practices Act*.

Completed remedial works identified in the *Initial Trail and Feature Inventory and Assessment* should be included in the Agreement Holders Annual Report submitted to the District Recreation Officer as required in Schedule E of the agreement.

Notes

- * TTF Definition: An obstacle on a mountain bike trail designed to add a degree of difficulty to a trail in order to challenge the skill of mountain bike trail users. Technical trail features can be either natural (e.g., rock face) or man-made (e.g., jump ramp). For the purposes of this policy, works constructed solely for the purpose of enhancing trail safety or access (e.g., a bridge across a stream or gully), or to protect the environment (e.g., an elevated pathway over a wetland) will not be considered technical trail features
- ** Consistent with Whistler Trail Standards, overall trail ratings must not exceed most difficult (black diamond) however some elements of a trail may exceed most difficult under specified conditions. Refer to *Authorizing Recreational Mountain Bike Trails on Provincial Crown Land: Operational Policy*

Trail and Feature Inventory and Assessment

Agreement Holder Name:

Agreement Number:

Trail Name	Difficulty Rating	Length	PoC-N/A	PoT-N/A	TTF's (Y/N)	Inspection Date

Feature	Unique ID	Lat/Long or GPS Coordinate	Dimensions (LxWxH)	Difficulty Rating	Mandatory (Y/N)	Meets Standard (Y/N)	Remedial Action/Work required	Inspected by

[add additional rows/tables/pages as necessary]

Appendix 4- Mountain Bike Trail Management – Annual Trail Inspection

Annual Trail Inspection Instructions

Partners with agreements for mountain bike trails are required to complete annual inspections of trails and associated trail features included in the agreement. The Annual Inspection is intended to identify trails and associated features that require remedial work or maintenance to conform to the Ministry Guidelines and Standards. The following information will assist organizations in completing the annual inspections. An example format for recording the information is provided but is not mandatory, provided all the required information is collected and reported.

Trail Inspection

For each trail included in the Partnership Agreement provide the following information:

- Trail Name
- Difficulty Rating
- Trail Condition (poor, fair, good)
- Required maintenance
- Safety or Environmental concerns (Y/N)
- Inspected By- indicate name of person performing inspection.
- Date Inspected

Feature Inspection

For each feature on a trail, provide the following information:

- Feature –type of feature, e.g. ladder bridge, log-ride, board walk, etc.
- Unique ID – corresponding to the Unique ID assigned during the initial inspection and inventory
- TTF (Y/N) – Y: if feature is classified as a TTF*; N: if a structure is standard infrastructure (stairs, boardwalk, etc).
- Difficulty Rating** - if applicable (TTF) specify the difficulty rating of the feature according to Whistler Trail Standards.
- Meets Standard (Y/N) – indicate if the feature conforms to Whistler Trail Standards, including an assessment of strength and stability, height to width ratio's, construction practices including methods for connecting members, rung spacing, surfacing, wood preparation and fall zones.
- Remedial Action/ Work Required – specify any works required to enhance the safety of the feature and/or ensure it meets Ministry and Whistler Trail Standards.

New Inventory Information

If any new trails or features have been constructed with ministry authorization since the previous year's annual inspection or since the *Initial Trail and Feature Inventory and Assessment*, complete the initial inventory and assessment for the applicable trail and/or features. Refer to *Initial Trail and Feature Inventory and Assessment Instructions*. Update the Trail and Feature Inventory to reflect the new information and submit it to the District Recreation Officer.

Reporting

A completed *Annual Trail Inspection* must be submitted to the District Recreation Officer. Remedial works identified in the inspection should be prioritized and included in the annual operating plan. Completion of remedial works required to address safety and environmental concerns must be given first priority.

Completion of remedial works identified in the *Annual Inspection* should be identified in the Agreement Holders Annual Report submitted to the District Recreation Officer as required in Schedule E of the agreement.

Annual Trail Inspection

Agreement Holder Name:

Agreement Number:

Trail Name	Difficulty Rating	Trail Condition (poor, fair, good)	Required Maintenance	Safety or Environmental Concerns	Inspected By	Date Inspected

Feature	Unique ID	TTF (Y/N)	Difficulty Rating	Meets Standard (Y/N)	Remedial Action/Work required

[add additional rows/tables/pages as necessary]



Appendix 5

Sub-contracting, society capacity and 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.