

STEWARDSHIP AGREEMENT

THIS AGREEMENT dated for reference this 8th day of November, 2017

BETWEEN:

CAPITAL REGIONAL DISTRICT (CRD)
As represented by Regional Parks

(hereinafter called the "CRD")

AND:

THE NATURE TRAILS SOCIETY

Insert address

(hereinafter called "Society")

WHEREAS:

- A. The Nature Trails Society is a duly incorporated society (see Attachment 1) formed to develop and maintain recreational trails for the community and the public.
- B. The CRD and the Society mutually desire the Society to develop and improve recreational trails in certain regional parks in accordance with this Agreement and in a manner consistent with the policies of the CRD.

1.0 Grant of License

The CRD grants to the Society the contractual right and license to enter on, over and upon Thetis Lake Regional Park, and to maintain associated works and improvements. The Society agrees that this section does not grant to it any property right or interest in the land or improvements and that the non-exclusive contractual license created by this section is only for the purpose of enabling the Society to perform its' roles and responsibilities under this Agreement.

2.0 Park Stewardship Roles and Responsibilities

The Society must develop and improve park trails:

- a) In accordance with this Agreement and the Roles and Responsibilities in this section;
- b) In a manner consistent with the CRD's standards and regulatory bylaws as may be approved or adopted from time to time;
- c) In accordance with any management plan that may be approved by the CRD for the park and,
- d) In accordance with applicable federal, provincial and local government laws, statutes, bylaws, regulations, orders and directives.

3.0 Term of this Agreement

This Agreement shall be in effect for a period of one year commencing the day upon which this agreement is signed by both parties, or until the agreement is terminated by either party pursuant to section 6.0 below.

4.0 Roles and Responsibilities

The Society:

4.1 Points of Contact

The Executive Director of the Society will serve as liaison persons between the Society and the CRD, and will provide the names, addresses and telephone numbers of the representatives.

4.2 The Society will:

- a) undertake construction and improvement of trails in regional parks only with the prior approval of the CRD;
- b) construct or improve any trails to applicable standards for the intended use of the trail (e.g. International Mountain Bike Association);
- c) Meet with appropriate CRD staff prior to undertaking any work in a regional park to review the project and identify and address any concerns;
- d) Notify the North Area Supervisor prior to undertaking any work in a regional park;
- e) Obtain any approvals required by authorities other than the CRD to undertake the construction or improvement of trails;
- f) undertake communications with affected members of the public regarding proposed construction or improvement of trails, subject to prior approval by the CRD of the form, content and timing of such communication;
- g) As soon as practicable upon completion of a project, meet with CRD staff to inspect the work and take all actions identified by CRD staff to address any user safety, or environmental concerns identified;
- h) As soon as practicable upon completion of a project, provide to the CRD mapping data of the trail route in a format compatible with ArcGIS;
- i) not use power tools such as chainsaws or heavy equipment in the construction or improvement of any trail;
- j) ensure all work is conducted according to applicable Worksafe BC standards and practices;
- k) not construct any structure on the trails without the prior consent of the CRD;
- l) not use motorized vehicles for trail construction within park boundaries;
- m) provide a report upon the expiry of this agreement or on such other date as the Society and the CRD may agree, summarizing work completed in that year, including an account of the person-hours of volunteer labour performed by the Society in that year, as well as any recommendations or proposed plans for the coming year.

The CRD:

4.3 CRD responsibilities will include:

- a) Develop and provide signs as required;
- b) Provide instructions on any applicable CRD standards for trail development;
- c) The provision of staff or contractors to carry out development requirements that are beyond the scope of this Agreement or capabilities of the Society.
Of particular note is that such works will be based on other program priorities and funding at the time, as per the approved Service Plan for CRD Regional Parks;
- d) Provide hazard tree assessments and removal;
- e) Other support requirements as may be agreed to between the Society and the CRD.

5.0 Legal Relationship

The legal relationship between the Society and the CRD arising pursuant to this Agreement shall not be interpreted so as to render the CRD the Society's employer, or partner, or the employer of anyone working for the Society, and the Society must not do anything that would result in anyone working for the Society being considered the CRD's employees.

6.0 Termination of Agreement

Despite Section 3, this Agreement may be terminated by either party, if

- (i) the Society breaches this Agreement and fails to cure that breach, to the satisfaction of the CRD, within 30 days after the CRD gives notice to the Society to do so;
- (ii) the Society is wound up, dissolved, or otherwise ceases to exist; or
- (iii) the CRD gives the Society at least 30 days written notice of termination.
- (iv) the Society provides the CRD at least 30 days written notice of termination

7.0 Society Costs

Except to the extent the Society and the CRD may agree in writing, the CRD is not obliged to remunerate the Society or provide financial or other assistance in connection with the responsibilities or improvements carried out by the Society.

8.0 Insurance

The Society shall, at its own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

Commercial General Liability Insurance:

- i. The Society shall purchase Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations, and

- ii. This insurance shall be an all risk, occurrence based policy with a three million (\$3,000,000.00) minimum limit on an occurrence basis, and
- iii. The CRD shall be named as an additional insured, and
- iv. This policy shall contain the separation of insured cross liability clause in the conditions of the policy, and
- v. All such policies shall provide that no cancellation or material alteration in the policy shall become effective until 15 days after written notice of such cancellation, or alteration has been given to the CRD, and
- vi. The Society shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

Automobile Insurance:

- i. The Society shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned and / or operated by the Society in connection with this agreement.

The Society shall require that any other agent acting on the Society's behalf provide evidence of comparable insurance in the name of the other agent to that set forth under this schedule.

- i. Any deductible amounts in the foregoing insurance which are payable by the policy holder shall be in an amount acceptable to the CRD.
- ii. Maintenance of such insurance and the performance by the agent of its obligations under this schedule shall not relieve the agent of liability under the indemnity provisions set forth in this Agreement.

9.0 Indemnity

The Society shall release, indemnify and hold harmless the CRD and its directors, officers, servants, agents, employees, volunteers, and contractors, from and against all losses, claims, demands, payments, suits, actions, damages, judgments and expenses, including legal fees, of every nature and description brought or recovered against or incurred by the CRD and its directors, officers, servants, agents, employees, volunteers, or contractors, arising out of or related to the Society's breach of this Agreement, or by reason of any act or omission or alleged act or omission of the Society, its agents, employees, volunteers or contractors in the performance of the Services, including without limitation health and safety liability arising under the Workers Compensation Act or otherwise, or arising from the exercise of any rights or remedies of the CRD directly related to this agreement.

10.0 Worker's compensation:

- a) The Society must ensure that their work and the work of any of its members, subcontractors or agents is carried out in conformity with the Worker's Compensation Act, R.S.B.C. 1996 c. 492, as amended, and Regulation.
- b) Prior to commencing the work, the Society shall provide evidence of compliance with the requirements of the Workers' Compensation Act, including payments due thereunder as may be applicable.

- c) At any time during the term of this agreement, when requested by the CRD, the Society shall provide such evidence of compliance by himself and his agents.

It remains the responsibility of the Society during the duration of this agreement to ensure that their work and the work of any agents remains in compliance with the Act and Regulation aforementioned.

10.1 Reporting an Accident

Report the details of the accident to the North Area Supervisor, Regional Parks (250-360-3354) and Manager, Risk and Insurance (250-360-3015).

11.0 Assignment

The Society may not assign or sub-contract this Agreement, except with the express written consent of the CRD.

12.0 Evaluation

Before the expiry of this agreement, the parties shall meet to jointly review the effectiveness of this agreement and determine whether to renew the agreement for a further term.

13.0 Amendment

This Agreement may be amended from time to time by mutual agreement of the parties providing however that such agreement will be in writing, executed by the authorized signatories of both parties and appended hereto.

14.0 Notice

Unless expressly provided otherwise in this Agreement, any notice, waiver or other communication which may be, or is required to be, given under this Agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double-registered mail to the party to whom it is to be given as follows:

To the CRD:

Capital Regional District

Attention: Manager, Planning, Resource Management and Development
490 Atkins Avenue, Victoria BC
V9B 2Z8

To the Society:

Daniel Cammiade
269 Glenairlie Drive.
Victoria BC V9B 1K5

15.0 No Other Agreements

This Agreement is the entire agreement between the parties regarding its subject.

16.0 Freedom of Information

The Society acknowledges that the Freedom of Information and Protection of Privacy Act might require disclosure of this agreement and records relating to this agreement that are in the CRD's custody or under its control.

This Agreement signed on the 28th day of November, 2017 by the
CAPITAL REGIONAL DISTRICT by its authorized signatory:

Per:

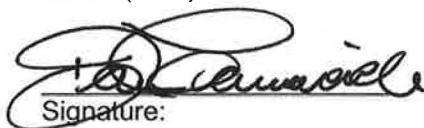

Larisa Hutcheson
GM, Parks and Environmental Services

THE NATURE TRAILS SOCIETY by its authorized signatory(ies):

Per:

Daniel Cammiade
Name (Print):

Name (Print):


Signature:

Signature:

AGREEMENT AUTHORIZATION

Content		Initial	Date
	Procurement		
	Financial Plan		
	Content	BH	10/11/17
GM Approval		JA	Nov 17/17
Form		VM	Nov. 24/17
Authority		JS	Nov 24/17