



Recreation Sites  
and Trails BC

Administrative Use Only:

Agreement # PA(CY)DR#-XX	PA14DSC-15
District	DSC
ORCs file#	
Expiration Date	September 30 <sup>th</sup> 2024

**RECREATION SITES AND TRAILS BC  
PARTNERSHIP AGREEMENT**

**THIS AGREEMENT**, dated for reference this **30th** day of **September 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:

**101-42000 Loggers lane  
Squamish BC  
V8B 0H3  
Alistair.mccrone@gov.bc.ca**

**the "Province"**

**AND:**

**Sunshine Coast Trails Society  
9167 Ionian Rd  
Halfmoon Bay, BC  
eliserudland@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 **10** years commencing on **September 30<sup>th</sup> 2014** and ending on **Sept 30<sup>th</sup> 2024** 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 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 loss, claims, damages, actions, costs and expenses that the Province may sustain, incur, suffer or be put to at any time arising:

- (a) from the completed performance of the Services; or
- (b) 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
Appendices	
Appendices	



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.

Alistair McCrone

Recreation Officer

Duly authorized representative name

Title

*Alistair McCrone*  
Signature

*FEB 25 2015*  
Date

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

Elise Rudland

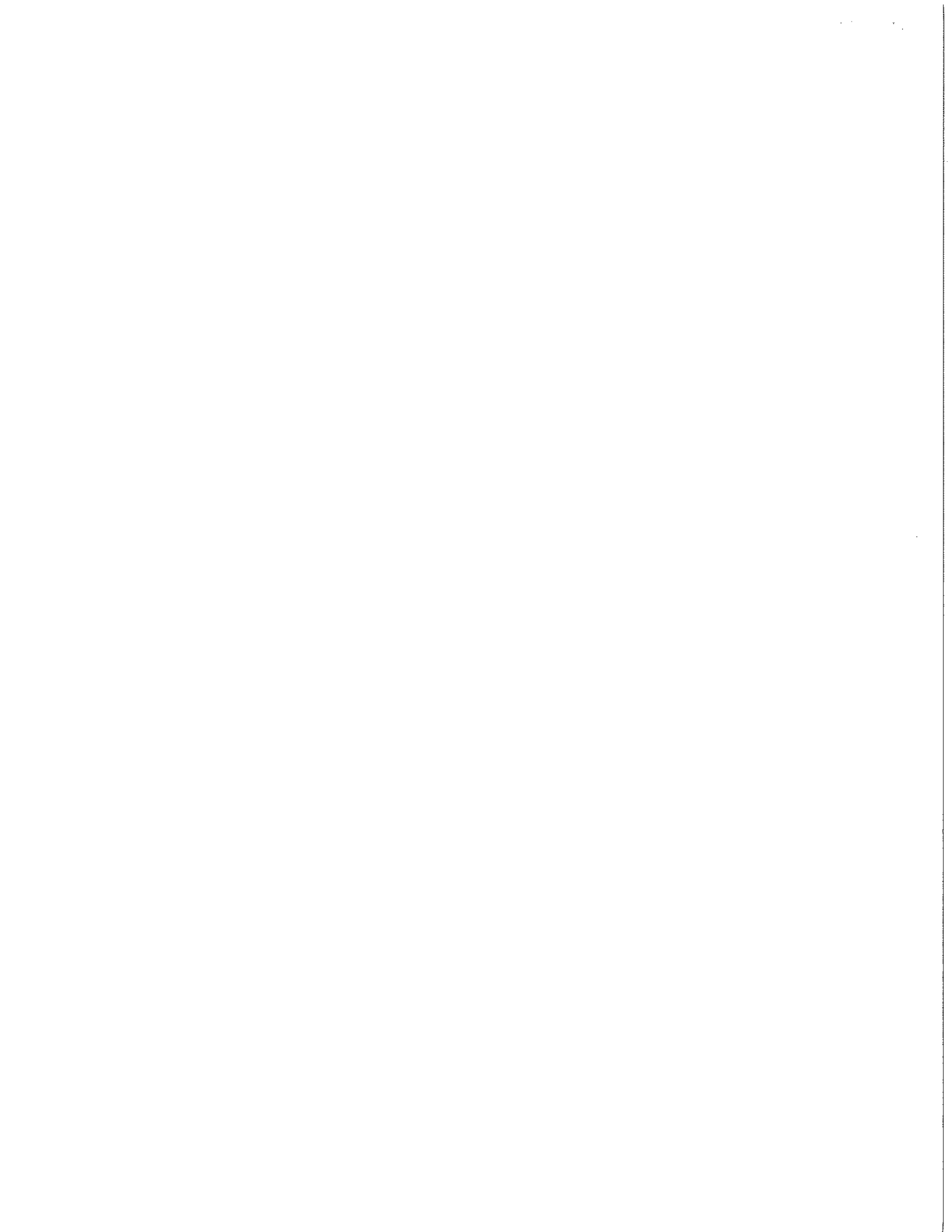
Chairperson

Duly authorized representative name

Title

*Elise Rudland*  
Signature

*FEB. 25 / 2015*  
Date





**Schedule A**  
**Agreement Area**

**Attachment to the Agreement with Sunshine Coast Trails Society**  
for Partnership Agreement No. PA14DSC-15.

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

**Established Trails/Sec 102 Trails:**

Datsun Alley

Little Knives

Roller Coaster

Hwy 102,

Hwy 103 (Gibsons Trail REC16052 Section 1 and 2)

1<sup>st</sup> Camp Trail /Tramway Trail (REC3212)

Smuggler Cove /Truman loop Trail

**Notation: Section 57 Authorized Trails**

Trailfest Wagon Road

Mexican Jumping Bean

Dude's Bypass

2<sup>nd</sup> Step

Pumpkin Patch

Black tower

Guy's gulch

Up & Over

Trailfest Wagon Road(Bypass Trail included)

Upper Tube

Pump it Up

Gords Grunt

Missing Link

Mach Chicken

Kevin's-Outside of BC Park-Engage with BC Parks first before working on this trail

Caroline's Connector

Old Cabin

Ripped Nipple

1st step (authorized as 3rd step but current map shows it being called 1st step)

Fuzzy Hugs

**Agreement Area Description:**

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

This Agreement Area includes all Equestrian, Motorised and Non Motorised Trails not managed by the Sunshine Coast Regional District, District of Sechelt, Sprockids Group or BC Parks on the Southern Sunshine Coast. The Southern Sunshine Coast is defined as the area between Jervis Inlet and Port Mellon. As shown in the attached map. Complete mapping of the specific trails in this agreement area is under development.

Many of the authorized and established trails have incomplete files, no Rec numbers or no Schedule A maps. Verification of authorisation and establishments of the trails listed in Schedule A is ongoing and the Schedule A document and associated maps will be updated as required.



**Schedule B**  
**Services &**  
**Special Provisions**

Attachment to the Agreement with Sunshine Coast Trails Society for Partnership Agreement No. PA14DSC-15.

**1. Purpose & Operating Season**

This Agreement is issued to the Agreement Holder for *the maintenance and development of equestrian, motorised and non motorised multi use trails on the Southern Sunshine Coast*

The Sunshine Coast Trails Society has been authorised by the Recreation Officer, Alistair McCrone, to perform maintenance, construct minor necessary bypass trails, minor reroutes, install trail structure and post signage under Section 57 of the Forest and Range Practices Act for the trails listed as authorized in this PADSC14-02 Schedule A.

The Operating Season for this Agreement 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: Elise Rudland  
Address: 9167 Ionian Rd.  
Halfmoon Bay  
VON 1Y2  
Telephone: 6040885-4342  
Email: eliserudland@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: Alistair McCrone  
Title: Recreation Officer  
Address: 101 42000 Loggers lane, Squamish BC V8B 0H3  
Telephone: 604-898-2125  
Email: [Alistair.McCrone@gov.bc.ca](mailto:Alistair.McCrone@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**

- Collect and remove garbage by hand.

#### **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;
- Use machinery to construct, maintain or restore trails, facilities and/or campgrounds.
- Maintain docks and mooring buoys.
- Construction and maintenance of approved mountain bike trails that conform to the Whistler Trail Standards, excluding Expert Unlimited trails, which are not permitted on Crown land.
- 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.

### **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://www.nro.gov.bc.ca/home/safety/directives\\_procedures/guideline\\_for\\_hand\\_falling.pdf](http://www.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.



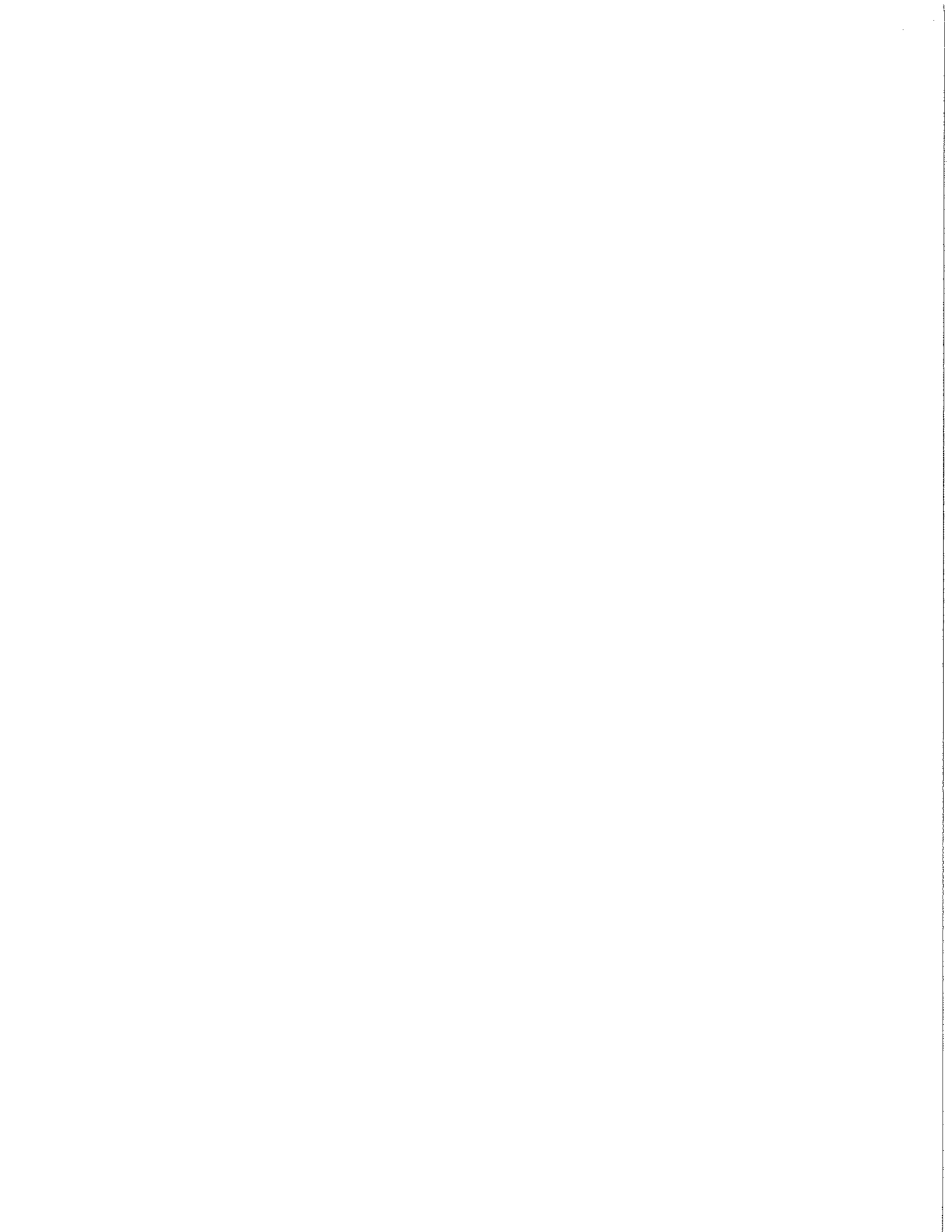
## Schedule C Insurance

Attachment to the Agreement with Sunshine Coast Trails Society for Partnership Agreement No. PA14DSC-15.

- 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



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 Sunshine Coast Trails Society for Partnership Agreement No. PA14DSC-~~14~~15 .

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

**1. Partnership Engagement Agreement Summary**

By **January 31 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 **November 30<sup>th</sup>** each year, the Agreement Holder must submit to the Province an electronic report summarizing the Services completed during the previous year.

**3. Annual Revenue and Expenses Report**

If fees are collected as authorized by a fee determination letter and according to Schedule D of this agreement, the Agreement Holder will submit a 'statement of income and expenditure' as more specifically described in Schedule D.





**Schedule F**  
**Operational Standards**  
**Mountain Bike Trails**

Attachment to the Agreement with Sunmshine Coast Trails Society for Partnership Agreement No. PA14DSC-15.

**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 pre-season 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 descent, 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.

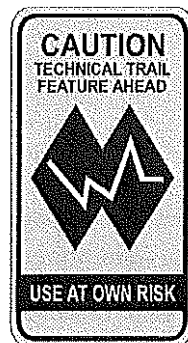
### TTF Classification.

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 mtb trails will be required to complete and submit an annual inspection of each trail and TTF (the DRO may increase frequency to 2 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 F**  
**Operational Standards**  
**Recreation Trail**

Partnership Agreement No. PA14DSC-15

## 1. TRAIL MAINTENANCE

Trail maintenance is carried out to:

- Provide user safety.
- Protect the environment.
- Provide user access and convenience.
- Protect investments.

### 1.1 Trail Maintenance Priorities

- a) Safety considerations should *always* be the first priority. Unsafe conditions should be corrected or normal use restricted.
- b) Environmental and trail damage should be corrected and actions taken to prevent further damage.
- c) User convenience should be considered.

### 1.2. Preseason Trail Maintenance

- 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. Conduct minor repairs and stain/paint trail signs as required.
- b) **Deadfall**—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) **Route marking**—mark obscure routes with flagging or delineating tags as required.
- f) **Litter cleanup**—remove litter and garbage at the trailhead and along the trail.
- g) **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 to allow grooming during operating season.
- Undertake surface repair as required.

**1.3 Routine Trail Maintenance**

Routine trail maintenance should include:

**a) Vegetation**

- Brush clearing, including removal of hazardous branches.
- Windfall removal.
- Hazard tree identification (report to recreation officer).
- Viewpoint maintenance.
- Close off unwanted trails and shortcuts, and restore vegetation.

**b) Assessment of the following drainage structures for potential blockage:**

- Culverts.
- Cross drains.
- Water-bars.
- Grade dips.
- Drainage ditches.

**c) Inspection and monitoring of the following structures for signs of wear or disrepair:**

- Bridges.
- Cribbing & retaining walls.
- Barriers and handrails.
- Shelters.

**d) Signs**

- Sign repair.
- Sign replacement.
- Cairn repair.
- Barricade or closure device repair.
- Trail marker replacement or additions.

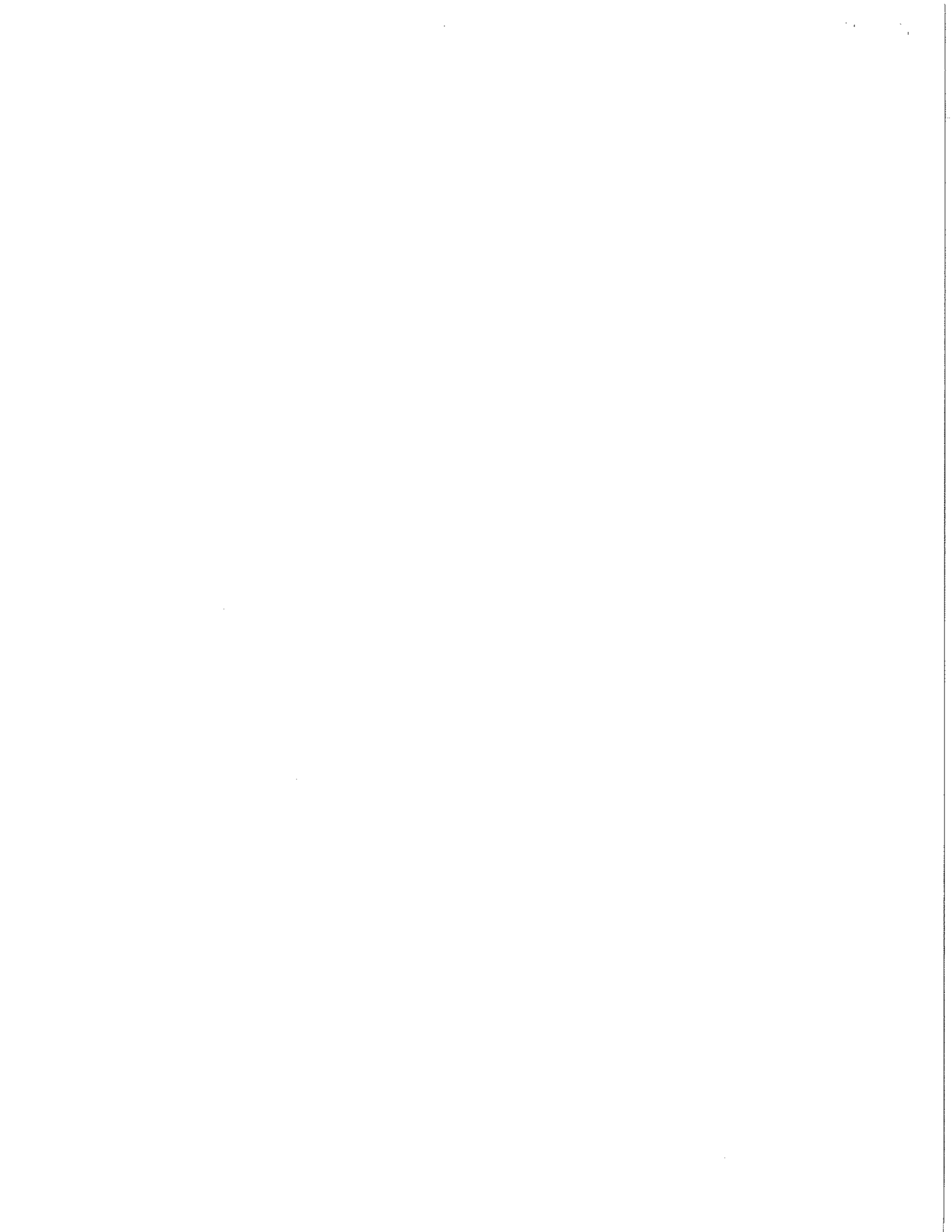
**f) Trail tread**

- Draining/hardening of mud holes and boggy areas.
- Washout repair.
- Slump repair.
- Grubbing rocks, roots, stumps.

- Turnpike section repair.
- Surface repair and removal of loose rocks.
- Surface replenishment (similar or minimal maintenance material).

## **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 forest 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.





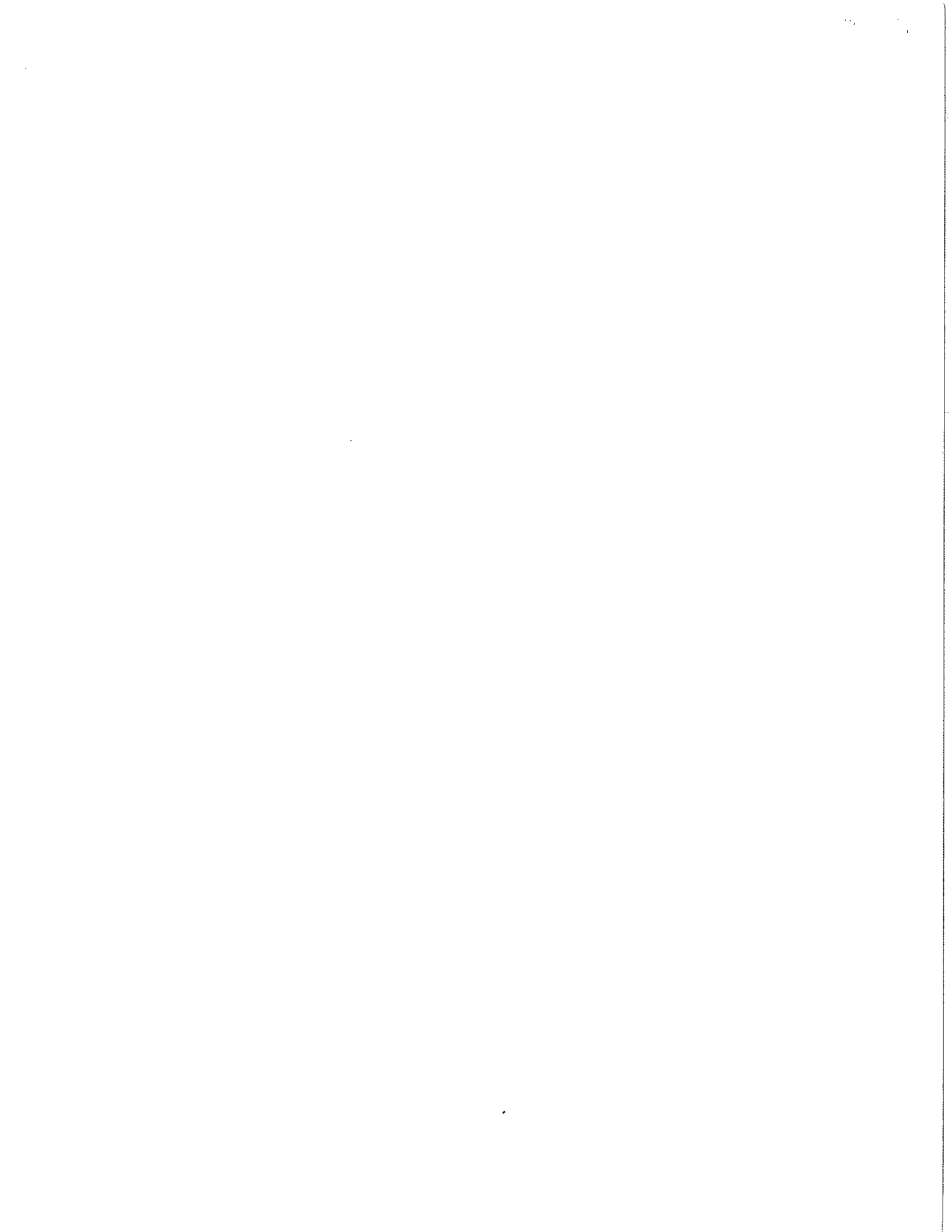
Recreation Sites  
and Trails BC

**Schedule G**  
**Provincial and Agreement**  
**Holder Structures**

Attached to the agreement with the Sunshine Coast Trails Society, PA14DSC-12

List of Structures owned by the Province: N/A

List of Structures owned by the Agreement Holder:







Recreation Sites  
and Trails BC

**Schedule G**  
**Provincial and Agreement**  
**Holder Structures**

Attached to the agreement with the Sunshine Coast Trails Society, PA14DSC-15

List of Structures owned by the Province: N/A

List of Structures owned by the Agreement Holder:

