

**GLEN CANYON REGIONAL PARK
JOINT MANAGEMENT AND OPERATING AGREEMENT**

THIS AGREEMENT made as of _____, 2026.

BETWEEN:

CITY OF WEST KELOWNA,
a municipal corporation having offices at
3731 Old Okanagan Highway
West Kelowna, British Columbia, V4T 0G7

(the "**City**")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN,
a regional district having offices at
1450 KLO Road
Kelowna, British Columbia, V1W 3Z4

(the "**Regional District**")

OF THE SECOND PART

WHEREAS the City owns certain lands shown in bold and cross-hatch highlighting on Schedule 'A' attached to this Agreement, more particularly known and legally described as PID 029-020-042 Lot A District Lot 487 Osoyoos Division Yale District Plan EPP18628 (the "**Park**");

AND WHEREAS for the purposes of this Agreement it is acknowledged and agreed that the Park will be deemed to be designated for use as a Regional Park pursuant to the *Local Government Act*;

AND WHEREAS the Regional District may, by bylaw, make rules and regulations governing the management, regulation, operation and maintenance of lands in a Regional Park and exercise all powers of a Regional District pursuant to the *Local Government Act*;

AND WHEREAS the parties have entered into this Agreement pursuant to the *Community Charter* and the *Local Government Act* to establish the joint terms and conditions for the management, regulation, operation and maintenance of the Park by the Regional District as part of the Regional Park system;

NOW THEREFORE in consideration of the mutual promises set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term

The term of this Agreement shall be for five (5) years, commencing on the date of signing of this Agreement (the “**Term**”), with two (2) further extension periods of five (5) years each, to be implemented as set out in paragraph 7 below.

2. Use as Regional Park

The parties hereby agree that for the purposes of this Agreement the Park will be deemed to be authorized for use as a Regional Park pursuant to the *Local Government Act*, in joint operation by the Regional District and the City.

3. Management, Regulation, Operation and Maintenance of the Park

The Regional District shall manage, regulate, operate and maintain the Park including the following:

- a) operate, maintain, and manage the Park in accordance with its set practices for operating, maintaining, and managing Regional Parks, and the standards as set forth in Schedule 'B' attached to this Agreement;
- b) enforce all rules, regulations and policies applicable to the Park as a Regional Park, including the Regional District Regional Parks Regulation Bylaw No. 1427 and any future amendments to the bylaw; and
- c) provide all public information services concerning the Park, including mapping, and signage to identify joint operation by the Regional District and the City.

4. Limitation on Regional District Responsibilities

The Regional District shall be responsible solely for the management, regulation, operation and maintenance of the surface of the lands and amenities of the Park including, flora and fauna, weed control, trees, trail surfaces, pest control, fencing, vandalism, snow and ice control, park furniture and structures, traffic control within the Park, litter control, management of any hazards (including fire hazards), and responsibility for any other park amenities within the Park. The obligations of the Regional District shall include:

- a) signs and kiosks;
- b) benches;
- c) picnic tables and shelters;
- d) trail heads;
- e) parking areas and security gates; and
- f) trails and trail amenities.

5. Authority to Regulate, Prohibit and Control

The Regional District shall have full power and authority to regulate, prohibit and control entry to and use of the Park by all persons, to the full extent of authority mandated for a Regional Park. The Regional District acknowledges and agrees that all authorities having jurisdiction shall be entitled to unlimited access to the Park for the purposes of flood control, wildfire, or other natural hazard.

6. Permits

The Regional District shall have full power and authority to require and authorize permits from individuals, groups, corporations, or others for all special event uses, maintenance access, and any other such access to the Park, as deemed appropriate by the Regional District, from time to time.

7. Extension of Term

At the end of the initial five (5) years of the Term, the Term shall be automatically extended for a second five (5) year period, on the same terms and conditions as set out in this Agreement, unless either party provides the other party with written notice opting out of such extension, at least one year in advance of the end of the initial five (5) years of the Term. At the end of the second five (5) year portion of the Term, the Term shall be automatically extended for a third five (5) year period, on the same terms and conditions as set out in this Agreement, excepting any further automatic extensions of the Term, unless either party provides the other party with written notice opting out of such extension, at least one year in advance of the end of the second five (5) year portion of the Term. In the event that the Term concludes with the Regional District continuing to deal with the Park under this Agreement, then this Agreement will continue on a month-to-month basis, on the same terms and conditions as set out in this Agreement, until either party provides the other party with sixty (60) days' notice of the end of the Agreement.

8. Notice of Earlier Termination of the Term

Other than the termination of a month-to-month extension of the Agreement as contemplated pursuant to paragraph 7, either party may terminate the Term upon resolution of the Regional Board or the City Council, as the case may be, and written notice at least one (1) year in advance of such termination being delivered to the Chief Administrative Officer for the Regional District or Chief Administrative Officer for the City, as the case may be.

9. Insurance

During the term of this Agreement, the Regional District will carry public liability insurance, in a form and with an insurer acceptable to the City, insuring the Regional District and the City under this Agreement in an amount not less than \$5,000,000 per occurrence, and any other type of insurance that the City may reasonably require. The Regional District will provide the City with proof of insurance at the time of execution of this Agreement and at other times upon request.

10. City Responsibilities

With exception of any emergency situation, the City agrees to provide the Regional District with reasonable notice of works that are being completed by the City or designated contractor which may have operational impact on the Park. In the event of major works projects which may impact the Regional District's operation of the Park, the City agrees to include the Regional District in stakeholder consultation.

11. Mutual Indemnification

The Regional District agrees to indemnify and save harmless the City and its elected representatives, officers, authorized agents and employees against all liabilities, actions, damages and claims arising out of or in any way connected with the Regional District's actions or omissions relating to its obligations pursuant to this Agreement.

The City agrees to indemnify and save harmless the Regional District and its elected representatives, officers, authorized agents and employees against all liabilities, actions, damages and claims arising out of or in any way connected with the City's actions or omissions relating to its obligations pursuant to this Agreement.

12. Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors at law.

13. Statutory Functions

Nothing contained in this Agreement, except as expressly provided, shall impair or affect in any way the exercise by the parties of their respective functions or authority under the enactment, letters patent, bylaw, resolution or other source of authority.

14. Time

Time is of the essence of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CITY OF WEST KELOWNA

by its authorized signatories

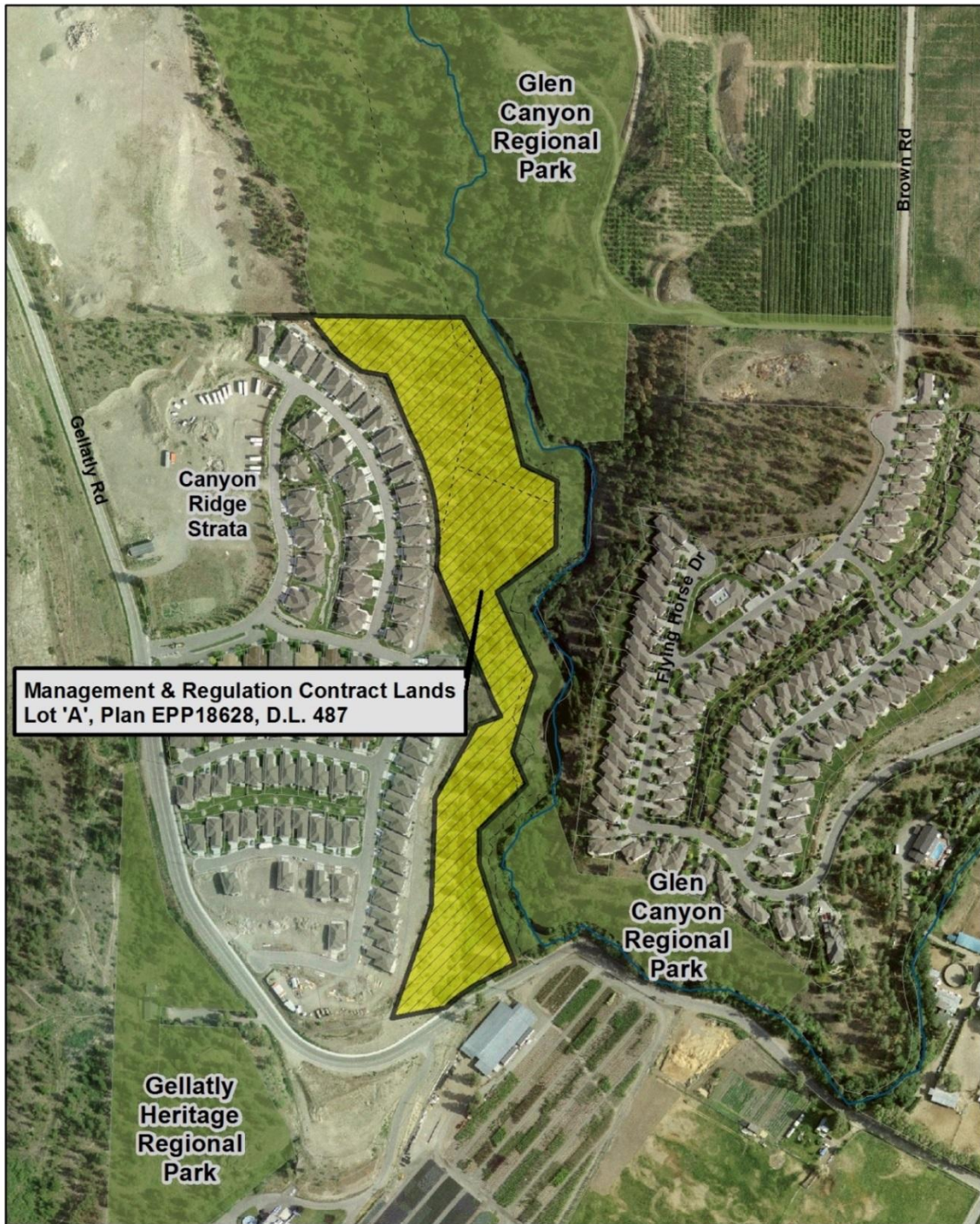
*approved by City of West Kelowna
Council January 13, 2026*

REGIONAL DISTRICT OF CENTRAL OKANAGAN

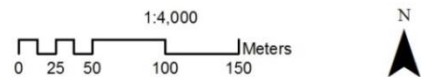
by its authorized signatories

Schedule 'A'

Legal Parcel Description: PID 029-020-042 Lot 'A' Plan EPP18628, District Lot 487, ODYD



GLEN CANYON REGIONAL PARK
Management and Regulation Contract
September 27, 2013



Schedule 'B' - Maintenance Management Plan

Maintenance Management Plan/Activities/Labour												Regional Park: Glen Canyon (Gallity to WRTC)														
Activity	Units	Inventory	Time (hrs) Standard	Time(hrs) Occurrence	Frequency for Month												Annual Frequency	Annual Hours	Adjustment	Adjusted Annual Hrs.						
					Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.										
Garbage Removal (Gallity)	Each	1.0	0.1	0.1	1.0	1.0	1.0	1.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	33.0	3.3	1.2	4.0	
Garbage Removal (Brown)	Each	1.0	0.1	0.1	1.0	1.0	1.0	1.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	33.0	3.3	1.2	4.0	
Garbage Removal (Hebert)	Each	1.0	0.1	0.1	1.0	1.0	1.0	1.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	33.0	3.3	1.2	4.0	
Bench/Picnic Table Care	each	2.0	0.5	1.0				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	4.0	4.0	1.2	4.8	
Structures Maintenance	each	6.0	0.5	3.0				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	4.0	12.0	1.2	14.4		
Sign Maintenance	each	44.0	0.1	3.5				1.0													2.0	7.0	1.2	8.4		
Weed Removal	m ²	300.0	0.1	18.0				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	2.0	36.0	1.2	43.2		
Trail Maintenance	km	3.0	1.0	3.0				1.0													3.0	9.0	1.2	10.8		
Parking Maintenance	Each	1.0	2.0	2.0			1.0														2.0	4.0	1.2	4.8		
Vandalism Repair	Each	1.0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	6.0	3.0	1.2	3.6		
Park Improvements	Each	1.0	8.0	8.0				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	6.0	48.0	1.2	57.6		
Natural Area Management	Each	1.0	16.0	16.0							1.0										2.0	32.0	1.2	38.4		
Risk Management Inspections	km	3.0	1.0	3.0			1.0														2.0	6.0	1.2	7.2		
Public Relations	Each	1.0	0.1	0.1	31.0	28.0	31.0	30.0	31.0	30.0	31.0	31.0	30.0	31.0	31.0	30.0	31.0	31.0	31.0	31.0	31.0	365.0	29.2	1.2	35.0	
Planning	Each	1.0	0.5	0.5	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	96.0	48.0	1.2	57.6	
Administration	Each	1.0	0.5	0.5	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	96.0	48.0	1.2	57.6	
Total Annual Hours																										355.4