

GLEN CANYON REGIONAL PARK
JOINT MANAGEMENT AND REGULATION CONTRACT

THIS AGREEMENT made the ____ day of _____, 20____.

BETWEEN:

CITY OF WEST KELOWNA
A municipal corporation having offices at
2760 Cameron Road
West Kelowna, British Columbia, V1Z 2T6

(the "City of West Kelowna")

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 Regional District intends to manage the Park across those City of West Kelowna lands shown on Schedule 'A' forming a portion of the Park;

AND WHEREAS for the purposes of this Agreement it is acknowledged and agreed that those lands shown on Schedule 'A' constituting the Park are deemed to be designated for use as a Regional Park pursuant to the *Local Government Act*;

AND WHEREAS the Regional District where applicable 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 partnership terms and conditions of the management, regulation, operation and maintenance of the Park by the Regional District.

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 the date of signing.

2. Use as Regional Park

The parties hereby agree that for the purposes of this Agreement the City of West Kelowna lands identified on Schedule 'A' constituting the Park are deemed to be licensed for use as a Regional Park in joint partnership between the Regional District and the City of West Kelowna, pursuant to the *Local Government Act*.

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 set practices for operating, maintaining, and managing Regional Parks and the standards as set forth in Schedule 'B';
- b) Enforcement of all rules, regulations and policies applicable to the Park including the Regional District Regional Parks Regulation Bylaw No. 1427 and any future amendments to the bylaw;
- c) Provision of all public information services concerning the Park, including mapping, and signage to identify joint partnership between the Regional District and the City of West Kelowna.

4. Limitation on Regional District Responsibilities

- a) 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 of the Park. The obligations of the Regional District shall include:
 - i) Signs and kiosks;
 - ii) Benches;
 - iii) Picnic tables and shelters;
 - iv) Trail heads;
 - v) Parking areas and security gates;
 - vi) 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 deemed appropriate by the Regional District of the Park from time to time.

7. New Contract

The parties agree that at the end of the term of this Agreement the parties shall, without obligation renew the terms of this Agreement through the completion of a Management and Regulation Renewal Agreement for a further term of five (5) years. All terms and conditions contained in the original agreement will remain in full force and effect upon execution of a renewal agreement until such time that either party requires changes to the agreement or legislation regarding such agreements changes.

8. Notice of Termination

Either party may terminate this Agreement by resolution of the Regional Board or the City of West Kelowna Council with one (1) year's notice delivered in writing to the Chief Administrative Officer for the Regional District or Chief Administrative Officer for the City of West Kelowna.

9. Insurance**General:**

- a) Without in any way limiting the obligation or liabilities of the Regional District, the Regional District shall keep in force during the term of this Agreement, the insurance coverage listed in this article.
- b) The Regional District shall at the date this Agreement is signed, submit to the City of West Kelowna, a certificate for all the insurance policies required under this article or certified copies of these insurance policies (if required), and shall also provide to the City of West Kelowna from time to time, as may be required, satisfactory proof that such policies are still in full force and effect.
- c) The Regional District agrees to give the City of West Kelowna at least thirty (30) days written notice in advance of any change, amendment or cancellation of any insurance policy required under this Agreement to be delivered to the City of West Kelowna or forwarded by registered mail.

Comprehensive General Liability Insurance:

- d) The Regional District shall maintain comprehensive general liability insurance for an inclusive limit of not less than \$5,000,000.00 for each occurrence or accident, the City of West Kelowna shall be added as additionally insured.

Environmental Impairment Liability Insurance:

- e) The Regional District shall use reasonable efforts to obtain Environmental Impairment Liability insurance in an amount of no less than \$1,000,000.00 for all claims for:
 - i) Bodily injury and illness (including death);
 - ii) loss of use of or loss or impairment of or damage to property;
 - iii) impairment or diminution of or other interference with any other right or amenity protected by law caused by environmental impairment in connection with the performance of this Agreement.
- f) In the event that the Regional District is successful in obtaining Environmental Impairment Liability insurance the City of West Kelowna shall be an additional insured on the policy. The policy shall preclude subrogation claims by the insurer against anyone insured thereunder.

Automotive Insurance:

- g) Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Regional District directly or indirectly in the performance of this agreement. The Limit of Liability shall not be less than \$2,000,000.00 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

10. City of West Kelowna Responsibilities

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

11. Mutual Indemnification

The parties agree to indemnify and save harmless each other and their respective elected representatives, officers, authorized agents and employees against all liabilities, actions, damages and claims arising out of or in any way connected with the exercise, or failure to exercise, by the Regional District or the City of West Kelowna of their respective obligations pursuant to the terms of 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.

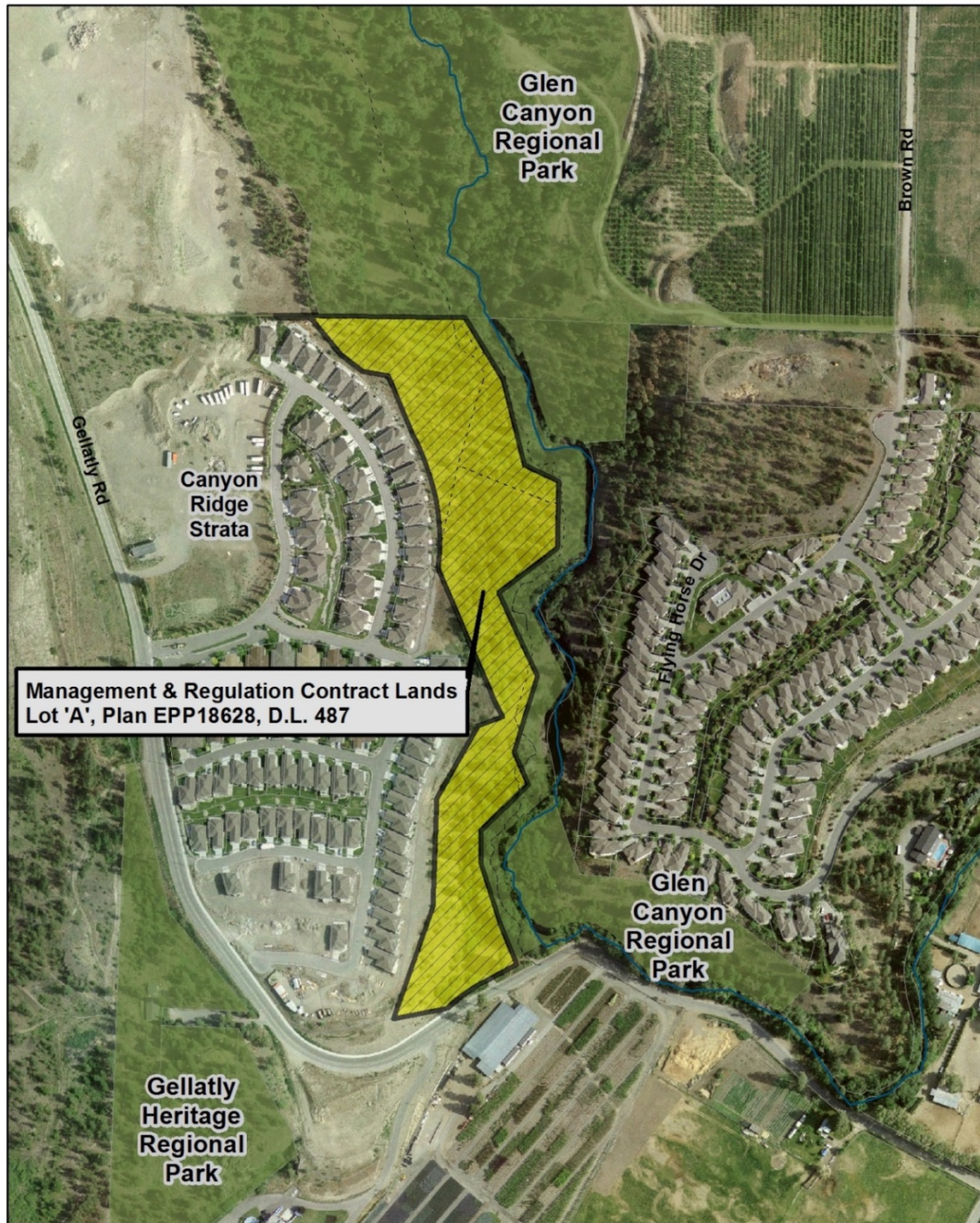
IN WITNESS WHEREOF the parties have executed this Agreement on the ____ day of _____, 20__.

CITY OF WEST KELOWNA
by its authorized signatory(ies)

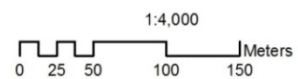
REGIONAL DISTRICT OF CENTRAL OKANAGAN
by its authorized signatory(ies)

Schedule 'A'

Legal Parcel Description: Lot 'A' Plan EPP18628, District Lot 487, ODYD



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



Schedule 'B' - Maintenance Management Plan

[illegible]