

District of Barriere

# REPORT TO COUNCIL

## Request for Decision

<b>Date:</b> March 10, 2025	<b>File:</b> 530.20/Rpts
<b>To:</b> Council	<b>From:</b> Chief Administrative Officer
<b>Re: Stewardship Agreement with the Barriere Trails Society</b>	
<b>Recommendation: THAT Council approve the draft agreement as presented and direct Staff to execute a 3-year term with the Barriere Trails Society.</b>	

### **Purpose**

To provide Council with a draft Trails Stewardship agreement for review.

### **Background**

Currently, there is no Stewardship Agreement in place with the Barriere Trails Society. The Trails Society approached Council on January 13, 2025, to establish a formal agreement on managing the Barriere trails. Council at that meeting passed the following resolution:

**That Council direct staff to prepare a draft Stewardship Agreement with the Barriere Trails Society for consideration at a future Council Meeting.**

Following this direction, Staff prepared the attached draft agreement, consulted with CUPE, and worked with a safety consultant to ensure that any critical risks are mitigated as much as possible. The Trails Society has also provided feedback which has been integrated into the draft agreement presented today. Below is a list of key highlights from the agreement.

### **Key Agreement Terms**

**Definitions** – the Definition section outlines key terms, such as the Agreement Area which is defined as “the trails within the municipal boundaries of the District of Barriere delineated on the attached map and/or described in Schedule A: Trails Map”.

**General** – this section sets parameters for the volunteer services the Society would provide (S. 2.1 and 2.3), what the relationship between the District and the Society is (not an employee of partner – S. 2.5), and the annual budget process and Council’s right to determine the appropriate level of work (S. 2.4)

**Term, Renewal, Modification, and Cancellation** – as drafted the agreement is for a 3 year term with the option to extend for an additional 2 years. The Society would be required to apply for an extension by a certain date; however, Council at it's sole discretion may deny such extension (S. 3.1). In addition, either party may cancel the agreement by giving 60 days notice (s. 3.4).

**Representation of Agreement Holder** – S. 4.1 ensures that the Society must comply with applicable municipal, provincial, and federal regulations and legislation. S. 4.2 further adds a process regarding completing risk assessments, providing orientations on the various risks to their volunteers, and that a copy of the materials must be provided to the District.

**Indemnity, waiver, and Insurance** – This section is intended to legally mitigate risks and protect the District to the extend possible. A \$2,000,000 general liability insurance will be required, listing the District as an additional insured (S. 5).

**Designated Contacts** – This section establishes the Public Works Manager as the key contact on behalf of the District. (S. 6)

**Settlements of Disputes** – The first step when trying to resolve any disagreement between the District and the Society would be to bring the matter to the Chief Administrative Officer's attention. If no resolution can be reached at that level, then the matter may be advanced to Council for a final decision. (S. 7)

**Schedules** (S. 8) – This section ensures that the attached schedules form part of the agreement.

**Schedule A** is a map of current trails which to include some Rough Boot Paths that the District does not actively maintain south west of the highway bridge.

**Schedule B** outlines the Volunteer Services that could be provided and further outlines the role of the Society in relationship to the District. Further, it establishes that no work can be undertaken without District staff prior approval. Below is a full copy of that schedule:

*The Agreement Holder as a volunteer society will undertake to provide the following Volunteer Services to the District:*

- *Collaborate with the District on developing a working program for community trails.*
- *Provide the District with a yearly operational plan and list of improvements.\**
- *Develop a program to create and maintain Kiosks and Trail signage.\**
- *Review opportunities for additional trails within the community with the following goals\*:*
  - *Are on public land or have possibility to have right of way agreements*
  - *Easily walkable for all age groups*
  - *Provide active transportation connectivity to areas of the community that currently are isolated*
  - *River frontage trails*
- *Organize and sponsor trail stewards for the maintenance and monitoring of trails.*
- *Publish trail promotional materials such as trails booklets, buttons, and posters.*
- *Promote and sponsor trails events*

*\* Before any work is undertaken, District Staff have to approve the proposed design, workplan, signage, etc.; some of which may need to be elevated to Council to consider giving approval on an item.*

*The Agreement Holder is not a spokesperson of the District and may only inquire on potential right of way agreements or other potential collaborations with third parties if the District provides approval in writing for the Agreement Holder to do so beforehand.*

## Summary

Staff has worked closely with the Society to draft this agreement which established clear guidelines for the volunteer work that may be provided and how it must be approved beforehand.

---

## Benefits or Impact

### General

Confirms the delegation of some volunteer responsibilities for community trails within the District of Barriere to the Barriere Trails Society and defines the terms of under which activities can be undertaken.

### Finances

The Trails Society has sought Council's financial support related to administration costs. Nothing in the Stewardship Agreement presupposes the potential for Council to establish, continue, or discontinue such support as determined during annual budget planning.

### Strategic Impact

Priority #4: General Governance and Community Engagement

Goal 3. – Enhanced Engagement with the Community and our Partners

- c. Consider options to enable Community Partners, to provide a larger benefit to the community, for example, the Chamber -> Downtown building renovations.

### Risk Assessment

Compliance: Agreements over 1 year in length generally are approved by Council

Risk Impact: Low

### Internal Control Process:

The agreement specifies a requirement for annual operational plans to be provided to the District. The Public Works Manager will be the key contact for the group.

### Next Steps / Communication

- Staff will forward the agreement to the Trails Society for signing.

---

### Attachments

- Draft Stewardship Agreement

### Recommendation

**THAT Council approve the draft agreement as presented and direct Staff to execute a 3-year term with the Barriere Trails Society.**

### Alternative Options

1. Council could choose not to support an agreement at this time.
2. Council could choose to amend the terms of the agreement.

Prepared by:

D. Drexler, Chief Administrative Officer

# THE DISTRICT OF BARRIERE

## STEWARDSHIP AGREEMENT – Barriere Trails Society

**THIS AGREEMENT**, dated for reference this **MMM DD, 2025**, is  
**BETWEEN:**

The District of Barriere, 4936 Barriere Town Road  
(PO Box 219)  
Barriere, BC  
V0E 1E0

**the "District"**

**AND:**

The Barriere Trails Society  
PO Box 1323  
Barriere, BC V0E 1E0

**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 District owns the land subject to this Agreement and wishes to have the land managed and maintained for the purpose of promoting and potentially developing trails for recreational activities;

And Whereas the District 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 activities in the Agreement Area;

Therefore, in consideration of the mutual exchange of benefits resulting from this Agreement, the District and the Agreement Holder agree as follows:

### **1 Definitions**

**Agreement Area:** The Agreement Area is the trails within the municipal boundaries of the District of Barriere, delineated on the attached map and/or described in Schedule A: Trails Map

**Annual Financial Plan:** Financial Plan of the District is prepared in accordance with the Community Charter.

**Approved Annual Budget:** Amount of funding allocated in the Fiscal Year and taxed for.

**Approved Funding:** Amount of funding planned in the Annual Financial Plan subject to approval on an annual basis in the Approved Annual Budget.

**Council:** Municipal Council of the District of Barriere

**Volunteer Service(s):** the volunteer services described in Schedule B of this agreement (“Volunteer Services”) and as amended from time to time by mutual agreement.

## **2 General**

- 2.1 The District engages the Agreement Holder to provide the Volunteer Services within the Agreement Area.
- 2.2 The District 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 District 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.
- 2.3 The District acknowledges that the Agreement Holder is a non-profit society run by volunteers and that the scope of the work expected could be limited by monetary and volunteer resources.
- 2.4 District Council will consider trails improvements as part of its annual Financial Plan and Budget processes and decide on the appropriate level of work each year.
- 2.5 Nothing in the Agreement constitutes the Agreement Holder as the employee, agent, joint venturer, or partner of the District or conveys any authority or power for the Agreement Holder to bind the District in any way.
- 2.6 The obligations of the Agreement Holder under this Agreement are subject to other rights of use and occupation granted by the District, and the Agreement Holder must not interfere with the exercise of those rights by any other person.
- 2.7 If any section, subsection, sentence, clause, or phrase in the Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement. The parties hereto shall agree upon an amendment to be made to the section, subsection, sentence, clause, or phrase previously found to be invalid and shall do or cause to be done all acts reasonably necessary in order to amend the Agreement so as to reflect its original spirit and intent.
- 2.8 The Agreement will be governed by and construed in accordance with the laws of British Columbia and the parties hereby agree to attorn to the courts of British Columbia.

### **3 Term, Renewal, Modification, and Cancellation**

- 3.1 The duration of this Agreement is for a term of 3 years commencing on **MMM DD, 2025** and ending on **MMM DD, 2028** inclusive.
- a) The Agreement Holder may apply to the District to extend the Agreement for a subsequent 2-year term.
  - b) Such an extension request must be received by December 31, 2027.
  - c) The District, at its sole discretion, may deny such an extension.
- 3.2 The Agreement may not be modified except by a subsequent agreement in writing between the Parties.
- 3.3 Nothing in this Agreement will be considered to have been waived by the District unless such a waiver is in writing.
- 3.4 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.

### **4 Representation of Agreement Holder**

- 4.1 The Agreement Holder acknowledges and agrees that:
- a) it has inspected the Agreement Area, including District improvements;
  - b) access to the Agreement Area is not guaranteed by the District; and
  - c) it will comply with all applicable municipal, provincial, and federal legislation and regulations.
  - d) It will submit a copy of their society registration and annual proof that the Agreement Holder is in good standing under the Societies Act.

Nothing in this Agreement, and no inspection performed by the District in relation to this Agreement, constitutes an inspection for the purposes of any such enactment.

- 4.2 The Agreement Holder acknowledges and agrees that they will ensure the following items are in place before conducting any volunteer work:
- a) Complete a risk assessment which includes, but is not limited to, for example:
    - Volunteers need to have maps of the area
    - Muster point needs to be defined
    - Emergency contacts need to be defined
    - No working alone
    - How interactions with the public will be handled (in the event they are confrontational)
    - Some basic safety procedures (First Aid kit on site, bee/wasp information, thermal awareness, etc.)

- b) Introductory orientation to all the above for volunteers
- c) A copy of the materials under 4.2.a) should be provided to the District and any updates should be provided at least annually.

## **5 Indemnity, Waiver, and Insurance**

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

- a) directly from the performance of the Volunteer Services during the Term of this Agreement by the Agreement Holder, its employees, members, volunteers, and subcontractors, from breach of the obligations of this Agreement by the Agreement Holder, or
- b) the willful 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 District.

5.2 The Agreement Holder, at its cost, will obtain and keep in force:

- a) Minimum \$2,000,000 general liability insurance including, without limitation, coverage for the indemnity provided herein. The District shall be included as an additional insured with respect to vicarious liability which may arise from the Agreement Holder's use of the property.

5.3 The District will not be liable or responsible in any way for any personal injury that may be sustained by the Agreement Holder, its invitees, those for whom the Agreement Holder is responsible in law or any other person who may be upon, within, or under the Agreement Area, or for any loss of or damage or injury to property belonging to or in the possession of the Agreement Holder, its invitees, those for whom the Agreement Holder is responsible in law or any other person or for any matter or things of whatsoever nature or kind arising from or in connection with the Agreement Holder's use and occupation of the Agreement Area or otherwise.



## **6 Designated Contacts**

The following representatives will be responsible for liaising between the Parties:

### **The Barriere Trails Society:**

Name: Barriere Trails Society c/o Harry Waldron

Address: PO Box 1323, Barriere BC V0E1E0

Telephone: 604-791-3668

Email: harry.waldron@hotmail.com

### **The District of Barriere:**

Name: Chris Matthews

Address: 4936 Barriere Town Road, PO Box 219  
Barriere, BC. V0E 1E0

Telephone: 250-672-9751

Email: cmatthews@barriere.ca

## **7 Settlement of Disputes**

7.1 Any dispute arising between the Agreement Holder and the District shall be discussed and settled between the Agreement Holders Board Representative and the District's Chief Administrative Officer (CAO). If the CAO is unable to resolve the dispute, the Agreement Holder may advance the dispute further to Council whose decision shall be final and binding.

## 8 SCHEDULES

8.1 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	Trails Map
B	Volunteer Services

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.

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 District by duly authorized representatives of the District.

\_\_\_\_\_

Mayor

\_\_\_\_\_

Date

\_\_\_\_\_

Chief Administrative Officer

\_\_\_\_\_

Date

Signed and Delivered on behalf of the **Agreement Holder** by two duly authorized representatives of the Agreement Holder.

\_\_\_\_\_

Name

\_\_\_\_\_

Date

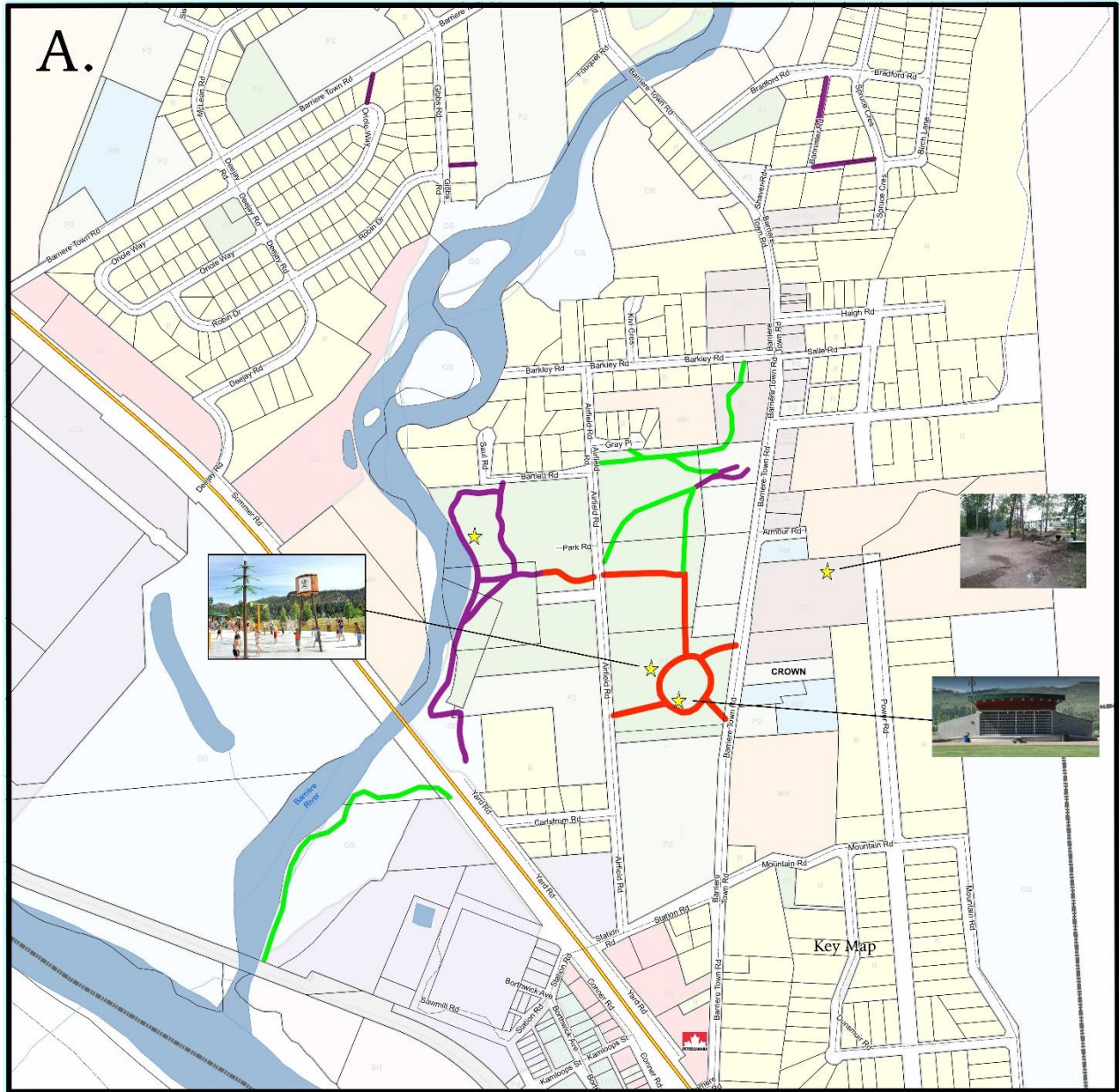
\_\_\_\_\_

Name





\_\_\_\_\_

Date

# SCHEDULE A



## LEGEND

-  Paved Pathways
-  Gravel Pathways
-  Rough Boot Paths
-  Points of Interest

## Schedule B

### Volunteer Services

The Agreement Holder as a volunteer society will undertake to provide the following Volunteer Services to the District:

- Collaborate with the District on developing a working program for community trails.
- Provide the District with a yearly operational plan and list of improvements.\*
- Develop a program to create and maintain Kiosks and Trail signage.\*
- Review opportunities for additional trails within the community with the following goals\*:
  - Are on public land or have possibility to have right of way agreements
  - Easily walkable for all age groups
  - Provide active transportation connectivity to areas of the community that currently are isolated
  - River frontage trails
- Organize and sponsor trail stewards for the maintenance and monitoring of trails.
- Publish trail promotional materials such as trails booklets, buttons, and posters.
- Promote and sponsor trails events

\* Before any work is undertaken, District Staff have to approve the proposed design, workplan, signage, etc.; some of which may need to be elevated to Council to consider giving approval on an item.

The Agreement Holder is not a spokesperson of the District and may only inquire on potential right of way agreements or other potential collaborations with third parties if the District provides approval in writing for the Agreement Holder to do so beforehand.