



Administrative Use Only:

Agreement # PA(CY)DR#-XX	
District	
ORCs file#	
Expiration Date	

RECREATION SITES AND TRAILS BC PARTNERSHIP AGREEMENT

THIS AGREEMENT, dated for reference this <DAY> day of <MONTH, YEAR>, 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:

<Address>

<Email>

the "Province"

AND:

<AGREEMENT HOLDER'S LEGAL NAME>

<Address>

<Email>

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 <<insert number 1-10>> years commencing on <<insert start date>> and ending on <<insert end date>> 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 on-site 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 losses, claims, damages, actions, costs and expenses that the Province may sustain, incur, suffer or be put to at any time, either during or following this Agreement :

- (a) for amounts exceeding the amount of collectable insurance available to the Agreement Holder with respect to indemnified matters covered by 4.01(a) above; or
- (b) respecting 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 G, 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
D	User Fees
E	Annual Reporting
F	Operational Standards
G	Province and Agreement Holder Structures
H	Operating Plan
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	Schedule A	Agreement Area
	Schedule B	Services & Special Provisions
	Schedule C	Insurance

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.

Duly authorized representative name **Title**

Signature **Date**

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

Duly authorized representative name **Title**

Signature **Date**

Recreation Sites and Trails Partnership Agreement Schedules



Schedule A
Agreement Area

Attachment to the Agreement with _____ for Partnership Agreement No. _____

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

Agreement Area Description:

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

The Agreement Area includes the following provincially-operated address(es):

1. Purpose & Operating Season

This Agreement is issued to the Agreement Holder for *[describe overview and objectives of partnership]*.

The Operating Season for this Agreement is *[insert operating season – e.g. year round, May-September, December - April]*.

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:
- Address:
- Telephone:
- Email:

3. Province Designated Representative(s):

The Province designates the following representative to be responsible for liaising between the Province and the Agreement Holder:

- Name:
- Title:
- Address:
- Telephone:
- Email:

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.

Trail & Facility Work

- Install approved signage and trail markers.
- Use hand tools to maintain, construct and restore trails, facilities and/or campgrounds (e.g. rake, shovel, hammer, etc.).
- Use power tools to maintain, construct and restore trails facilities and/or campgrounds;
- Maintain, construct / install or restore docks and mooring buoys.
- Observe and take photographs to report back to staff on trail, facility, general conditions.

Public Services/Outreach

- Monitor visitor use (counting visitors and recording their activities).
- Public outreach including providing general information to visitors.
- Campground hosting.
- Chop and haul firewood.
- Park and recreation facility Condition Reporting
- Observe and take photographs to report back to staff on trail, facility, general conditions.

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.

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/or 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 https://gww.nrs.gov.bc.ca/flnrord/files/flnrord/media/safety/guideline_hand_falling_activities.pdf
4. Snowmobile: operator must have sufficient training and/or expertise in operation of equipment being used.
5. ATV: operator must have sufficient training and/or 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 _____ for Partnership Agreement No. _____

OPTION 1: Insurance

- 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 (1) and (2) 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.

OR Option 2: Individual Volunteer Insurance

[Use only for individual Agreement Holders without employees or volunteers – they do all of the work themselves; otherwise delete this entire Option]

1. The Province will enroll the Agreement Holder in the Province's volunteer insurance program which provides:
 - (a) Commercial 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.
 - (b) Accidental Death and Dismemberment insurance with a principal sum of \$40,000 covering injuries sustained by the Agreement Holder before the age of 85 while performing the Services set out in this Agreement.
2. The Province will provide a summary of the volunteer insurance program coverage if asked to do so by the Agreement Holder.
3. The Province will take reasonable steps to ensure that the volunteer insurance program 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.
4. 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.



Attachment to the Agreement with Chimney Lake Contracting for Partnership Agreement No.

USER FEE COLLECTION

1. In accordance with section 22(6) of the Forest Recreation Regulation, the Agreement Holder is authorized to act as a recreation site or trail operator and permitted to collect user fees based upon the following conditions:
 - a. Fees are only permitted to be collected for those sites and/or trails and for the amounts as determined by the Regional Manager.
 - b. The Regional Manager must be satisfied that the provision of service on the recreation site or trail justifies a fee and then determines the user fee. Any changes to the user fee structure will require a written determination by the Regional Manager.
 - c. All funds raised through the collection of user fees must be entirely applied to expenses incurred by the Agreement Holder for the provision of the service(s) on the Agreement Area for the direct benefit of those paying the user fee.

FEE COLLECTION RESPONSIBILITIES

1. As the campground or trail operator, the Agreement Holder will be responsible for all monies collected.
2. The fee collection procedure will be left to the discretion of the Agreement Holder.

RECORD KEEPING/ REPORTING

1. The Agreement Holder will provide a copy of the “statement of income and expenditure” to the province’s designated contact, which will show:
 - a) A statement of gross revenues from user fees for that operating season.
 - b) A statement of all expenditures for which user fees were applied.
 - c) If a society or company, an updated list of officers and or directors, showing function’s and contact information.
 - d) Contact name, phone number, email & fax.
 - e) Works completed in the previous (last) season.
 - f) Numbers and types of users.

2. Financial records must be kept for audit purposes and be available for review upon request by the District Recreation Officer, including any receipt validation.
3. This report must be submitted on an annual basis on or prior to a date agreed to with the province's designated contact.



Recreation Sites
and Trails BC

Schedule E Annual Reporting

Attachment to the Agreement with [PARTNER NAME] for Partnership Agreement No. [PARTNER NUMBER].

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

1. Partnership Engagement Agreement Summary

By **January 15th 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 **[insert date MM/DD]**, each year, the Agreement Holder must submit to the Province an electronic report summarizing the Services completed during the previous year.

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

Recreation Site

Partnership Agreement No.

1. ROLES AND RESPONSIBILITIES

1.1 Recreation Sites and Trails BC roles and responsibilities

Recreation Sites and Trails BC will provide:

- a) To the agreement holder, magnetic decals, if available, for recreation site operator vehicle identification.
- b) To the agreement holder, apparel (i.e. shirts, hats, etc) to identify the recreation site operator to the public, if available.
- c) To the agreement holder, photo identification, if available.
- d) To the agreement holder, a copy of the Forest Recreation Regulations.
- e) To the agreement holder, a copy of the book *A Field Guide to Noxious and Other Selected Weeds of British Columbia*, if available.
- f) To the agreement holder, ministry approved brochures and posters (i.e. *Welcome to Your Recreation Site, Please Do Not Dump Garbage in the Toilet*, etc.) to be posted at kiosks and pit toilets within the recreation site(s), if available.
- g) To the nearest Fire Centre, the name(s) and contact information of recreation site operators at recreation sites.
- h) To the Recreation Sites and Trails BC website (<http://www.sitesandtrailsbc.ca>), information regarding the site's description and driving directions to the recreation site(s).
- i) Authorizations under Section 16 of the Forest Recreation Regulations for any of the following: for a competitive sporting event, for a gathering of 15 or more persons or for use as a place of temporary residence.
- j) Authorizations under Section 13 of the Forest Recreation Regulations for camping at a recreation site for a period exceeding 14 consecutive days.
- k) A 3 blade entrance sign on a post, identifying the recreation site(s).
- l) Replacement infrastructure (i.e. tables, fire rings, pit toilets, kiosks, fencing, signs and sign posts, etc.), if available.
- m) Wildlife danger tree assessments, as determined by the recreation officer.
- n) Paint in accordance with Ministry standards, if available.
- o) Toilet pumping, if required and as determined by the recreation officer.
- p) **Cleaning supplies, if available and as determined by the recreation officer**

Where fees are approved for collection, Recreation Sites and Trails BC will provide:

- q) For internal ministry records a “Fee Determination” letter as per Section 22 (2) of the Forest Recreation Regulations.
- r) To the site operator, a letter authorizing fee collection at “fee-for-service” recreation site(s) as per Section 22 (6) of the Forest Recreation Regulations.
- s) To the site operator, camping permits to be used to collect fees from recreation site users.
- t) To the site operator, a letter authorizing fire wood sales.
- u) To the agreement holder or site operator, as determined by the recreation officer, authorizations under Section 15 of the Forest Recreation Regulations to erect structures or post signs on a recreation site.
- v) To the site operator, written authorization to close all or part of a recreation site to protect the public or recreation site.
- w) To the public, information regarding the sites that have fees, and the services available at those sites. This information will be publicly available on the Recreation Sites and Trails BC website (<http://www.sitesandtrailsbc.ca>).
- x) An entrance “Welcome to your Recreation Site” sign identifying the site as a fee-for service recreation site as per Section 22 (5) (c) of the Forest Recreation Regulations.
- y) An enhanced 3 blade entrance sign, if available.

1.2 Agreement Holder’s roles and responsibilities

The Agreement Holder will:

- a) Acknowledge and agree with the province that nothing in *Recreation Sites and Trails BC Partnership Agreement* will be deemed to grant to the Agreement Holder the exclusive use and possession of a Recreation site(s).
- b) Not represent or speak on behalf of the province.
- c) Present a clean and well-groomed appearance, and be attired in a manner appropriate for carrying out the obligations as stated in the agreement and this document.
- d) Be courteous and tactful when dealing with the public.
- e) Carry out all work in a manner that will create the least disruption and inconvenience to the public.
- f) Possess a general knowledge of the site(s) and structures.
- g) Return all apparel (i.e. shirts, hats, etc) provided by the province within five (5) days following the end of the agreement term.
- h) Repair or eliminate known 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 recreation officer must be advised. In addition, the Agreement Holder must make a reasonable effort to ensure users do not enter the recreation site, if, in the Agreement Holders opinion, the site is unsafe due to existing or potential hazards.
- i) Report to the recreation officer, the presence of knapweed and other noxious weeds within the recreation site(s).

- j) Not burn debris, such as boxes, bags, containers, etc. unless authorized to do so by the recreation officer.
- k) Comply with the Wildfire Act, as required.

Where fees are approved for collection, the Agreement Holder will also:

- l) Be on site for supervision, safety and maintenance purposes on the days when the camping permit is required.
- m) Return all photo identification provided by the province within five (5) days following the end of the agreement term.

2. FIREWOOD PROVISION

- 2.1 Firewood may be provided to site users throughout the agreement service period subject to recreation officer authorization. An authorization letter should outline the details (unit price, bundle size, etc) of the firewood provision.
- 2.2 If provided, firewood should be of assorted diameters, reasonably sound, a mix of 50 percent dry and 50 percent green, approximately 35 cm long, and split to arm-load dimensions.

3. MAINTENANCE

3.1 Recreation Site Activation

Prior to commencement of routine service, the recreation site(s) and associated structures should be inspected, preferably by the Recreation Officer and the Agreement Holder together, to identify off-season use and/or damage, and any necessary maintenance, remedial action and/or repairs that are required.

3.2 Maintenance Routine

Maintenance visits must be conducted in accordance with an approved schedule or as determined or discussed with the Recreation Officer.

3.3 Structure Renovations and/or Replacements

- a) Structure renovations and/or replacements should be planned and scheduled for the period: **enter date** to **enter date** of each year, except where emergency action is required. The guiding principle for conducting renovation and/or replacement work is to have all structures operational and useable during the routine service period, and to schedule and conduct required work in a manner least disturbing or disruptive to site users.
- b) Any painting and staining that is required should be completed by **enter date** of each year and then on an as required basis when wood is exposed due to vandalism, wear or other damage. Prepare all surfaces by scraping old paint and using a wire brush to create a fresh bonding surface for new paint.

3.4 Campsite and Day Use Area Maintenance

- a) Keep campsite structures in a safe and fully operational condition.

- b) Maintain campsites and surrounding area in a clean and tidy condition free from litter, garbage, broken glass, and foreign material. Dispose of all litter and refuse at a regional dump site or transfer station.
- c) Remove all non-standard structures from the campsites and maintain all new structures installed by the province.
- d) Pick up all litter throughout the developed portion of the site including the roads and trail.
- e) Where applicable, retain the campsite shape and definition by removing weeds, encroaching vegetation, and overhanging limbs to a minimum of 0.5 metre surrounding the campsite and driveway shoulders.
- f) Rake the campsite and driveway shoulders removing wood chips, needles, sticks/branches and other debris. Particular attention should be given to heavily used areas, but not limited to, around fire rings, around and beneath tables, and in tenting spots.
- g) Maintain areas surrounding structures free of weeds, encroaching vegetation, overhanging limbs, dirt, litter, garbage and debris. Level all gravel surfaces to present an overall clean and neat appearance. Cut brush, grass, etc. around tables (1.5 metre swath) and along paths when 20 centimetres high or otherwise interfering with the use of structures.
- h) **If qualified**, fall, buck and pile any hazard trees on the site for firewood.
- i) Not use pails or other containers contaminated with disinfectants or sanitizers to obtain water from streams or lakes.

3.5 Table Maintenance

- a) Maintain tables and the immediate area in a clean condition, free from all cobwebs, dirt, grass/brush, litter, garbage and debris.
- b) Relocate tables to their original locations, and level them as necessary.
- c) Ensure tables are safe by securing loose planks, removing all splinters, nails and other hazardous protrusions, and making sure tables are level and not prone to rocking or tipping when used.
- d) Repair damaged tables to standard.
- e) Wash all table tops and seat planks.
- f) Paint/stain tabletops and seat planks as necessary to keep the surfaces clean and neat in appearance. All wood exposed due to vandalism, wear or other damage shall be scraped and stained or painted.

Note: the Recreation Officer must approve Paint or stain colours.

3.6 Pit Toilet Maintenance

- a) Keep pit toilet buildings and fixtures in a safe and fully functional condition. Approved posters and signs are to be stapled securely inside the toilet. Replace as needed.

- b) Maintain pit toilets and fixtures in a clean and sanitary condition free from dust, dirt, stains, mold, cobwebs, graffiti, litter, garbage, excess water, unpleasant odours, and all foreign material.
- c) Thoroughly clean and sanitize the seat, stem, floors and walls with a mixture of cleaner and water. Do not pour water used for toilet sanitizing/disinfecting into the pit.
- d) Provide toilet paper and deodorant blocks in the holders as required.
- e) Provide septic enzyme – following the instructions on the product (lime products are not to be used) – as required.
- f) Maintain the area surrounding the pit toilet free from all litter, garbage, debris, weeds, encroaching vegetation and overhanging limbs. Remove all debris from the roof surface.
- g) Maintain the minimal acceptable space between faecal matter and the floor level (50 centimetres). Notify the recreation officer if this is surpassed, so that toilet pumping can be scheduled.
- h) Annually, when required, stain the outside walls of the toilet and inside walls in the existing colour scheme. Paint the floors.
- i) Protect the toilet seat and stem from marring and splatters while the interior of the structure is painted. Remove posters and signs before painting and re-secure after the paint is completely dry.

3.7 Sign/Poster Maintenance

- a) Ensure signs are in good repair and maintained in a firm vertical position with the sign message oriented to provide maximum viewing exposure.
- b) Replace or repair all missing or damaged signs.
- c) Maintain signs in a clean condition free from dirt and foreign matter that could restrict a site user's ability to read them.
- d) Maintain the immediate area around signs free from garbage, grass, weeds and brush.
- e) Notify the Recreation officer if signs are in poor condition or need replacing, install and/or stain signs as required.
- f) When required, apply one coat of paint/stain to signs, boards and posts (– letters *white*, sign boards and posts *provincial brown*).

3.8 Trail Maintenance (within a site)

- a) Ensure all trails, walkways, boardwalks, paths, steps, stairs and handrails are safe and in a fully functional condition.
- b) Maintain trails, walkways, path steps and stairs and adjacent areas in a clean condition free from litter, garbage, rocks, limbs, windfall trees, encroaching vegetation, and other foreign material that may pose a hazard or restrict access.
- c) Ensure culverts, bridges and ditches are clear to ensure proper drainage.

3.9 Beach, Shoreline, Dock and Boat Launch Maintenance

- a) Remove all litter, broken glass and garbage from the beach, boat launch and surrounding area to a water depth of about one metre and at least one metre from shore
- b) Remove non-standard fixtures from the beach, shoreline, boat launch and surrounding area (i.e. animal hangers, shelters, plastic tarps, windscreens, etc.).
- c) Where required, maintain dock, boat-launching structures and mooring buoys in a safe and fully functional condition, free of garbage, litter and foreign matter.

3.10 Fire Rings/Pits

- a) Maintain fire pits and immediate areas in a clean condition clear of garbage, residue and unusable wood, with wood left by campers on the site, piled neatly adjacent to the fire ring.
- b) Remove cold ashes that are deeper than 10 centimetres. All ashes are to be hauled away from the site and disposed of at a regional dumpsite or transfer station. Place rocks neatly around the perimeter of the fire pit if no metal fire ring is in place.
- c) Extinguish non-attended fires.
- d) Remove undesignated fire rings.

4. VISITOR SERVICES STANDARDS

4.1 Visitor Information

For “fee-for-service” recreation sites, the Agreement Holder shall:

- a) Be able to explain the camping fees to site users and maintain a positive attitude towards those people who do not agree with the fees or who were not aware of the fees before arriving at the site.

4.2 Public Safety Standards

If any of the following situations arise at the site during the operating season, the Agreement Holder must take the following action:

- a) **The site becomes unsafe/hazardous**—the Agreement Holder must immediately notify the recreation officer or if unavailable the local Forest District office of any condition that makes the site unsafe or hazardous for use, including a high fire hazard or a nuisance animal.
- b) **Site users acting in an unsafe manner**—the Agreement Holder must inform site users acting in an unsafe manner to cease that activity. If the users will not comply and the situation is of a serious nature, the Agreement Holder should call the local RCMP or contact the local Forest District office for assistance.
- c) **Serious Injuries/Fatalities**—the Agreement Holder must immediately report a serious injury or death at the site to the local RCMP and to the Recreation Officer.

4.3 Working With the Public

The Agreement Holder must manage the site to ensure the safety and supervision of site users and their property. The Agreement Holder must undertake the following actions when managing users:

- a) **Public Relations**—effective public relations on behalf of the Agreement Holder depends upon physical appearance, attitude and the ability to deal with people in a fair and consistent manner. The Agreement Holder and their staff must be able to communicate effectively and control their verbal and physical responses in any situation. This is called the “public relations approach.” It does not change from situation to situation, and it is the key to success in dealing with people. There are three components to this approach:
- i. **The mental awareness and thought process**—the Agreement Holder must:
 - Be calm, cool and collected internally.
 - Program his/her approach to the specific situation.
 - ii. **The physical image (body language)**—the Agreement Holder must:
 - Develop and present a friendly posture.
 - Prevent circumstances from changing his/her countenance.
 - Develop and use the power of a smile in the face of adversity.
 - iii. **The verbal-response (communication)**—the Agreement Holder must:
 - Listen to both sides of the story.
 - Control voice tone, volume, and inflections to show interest and concern without emotion.
 - Refrain from swearing or using obscene or insulting language.
- b) **Assessing the Risk**—the Agreement Holder must observe and analyze each potential conflict situation to ensure it is safe to make contact with the site user. The Agreement Holder must also be prepared mentally, physically and communicatively to handle the situation. The safety of the Agreement Holder is paramount, and they should not put themselves at risk in situations of conflict.
- c) **Education**—the Agreement Holder must attempt to inform and educate site users of the site rules and regulations.
- The Agreement Holder is required to inform and educate site users regarding the following:
- i. A person shall not create or cause a deliberate or unnecessary disturbance.
 - ii. “Quiet hours” at the site are between 11:00 p.m. and 7:00 a.m. No loud noise is acceptable during these times.
 - iii. Any other authorized rules and signs posted by the province.
- d) **Duration of stay at a recreation site** — the Agreement Holder must advise any site user who has exceeded camping for more than 14 consecutive days as allowed for by the Forest Recreation Regulation.
- e) **Encouraging Compliance**—in every possible instance, site users should be advised of the compliance required and given an opportunity to correct their behaviour (e.g. keep noise down, buy a camping permit, etc.).

- f) **Complaints and Disturbances**—the Agreement Holder will record and report to the Recreation Officer any complaints by site users about disturbances or other undesirable or illegal activities in the area.
- g) **Violation/Order to Vacant**—the Agreement Holder must advise site users who are contravening the act or regulations that they are in violation, and may be subject to enforcement action or ordered to vacate if they do not cease. Only if it is safe to do so, an Agreement Holder may ask a person that is causing a violation at a site to leave. Only a Designated Official (Recreation Officer, Environmental Official or Natural Resource Officer) or the RCMP can order a person to vacate a site under the authority of the Forest Recreation Regulations.
- h) **Access Control**—the Agreement Holder may regulate vehicular and pedestrian traffic to prevent congestion and camping and parking problems from developing. Gates or control devices are to be opened and closed as required. The Agreement Holder must remain at the site and be available to the public while the control devices are closed and the site is occupied with users. The needs of an emergency situation must be considered whenever a control device is closed. Only campers may remain in the site after 11:00 p.m.
- i) **Provincial Property**—the Agreement Holder will check the structures and all equipment at the site for theft, damage or vandalism, and report any occurrence immediately to the recreation officer.
- j) **Notebooks**—the Agreement Holder should retain a notebook. In it, keep notes of important incidents, including such things as:
- The nature of the incident.
 - What happened?
 - Who was involved?
 - Where did it occur?
 - How did it occur?
 - Weather conditions (if related to a storm event).
 - When did it occur?
 - Date.
 - Time.
 - Names and descriptions of the people involved.
 - Contact info (if available).
 - Vehicle license plate identification.
 - How did the campsite operator handle the incident or situation?
 - Was anyone contacted to assist?
 - For instance: RCMP, Recreation Officer, Compliance and Enforcement, Conservation Officers, Wildfire Protection Branch, etc.

5. OPERATIONAL COVENANTS

5.1 Special Resource Value Constraints



Schedule G
Provincial and Agreement
Holder Structures

List of Structures owned by the Province:

List of Structures owned by the Agreement Holder:

SAMPLE AGREEMENT



Schedule H Operating Plan

Attachment to the Agreement with [PARTNER NAME] for Partnership Agreement No. [PARTNER NUMBER].

1. Operating Plan

- a) Not later than [insert date MM/DD], the Agreement Holder must submit to the Province, for its written approval, an Operating Plan for the upcoming Operating Season [or indicate number of seasons for multiple year Operating Plans.] next seasons which will at a minimum:
 - i. Describe in detail the Agreement Holder's key personnel and describe their duties and responsibilities;
 - ii. Describe and prioritize Services the Agreement Holder will complete during the Operating Season;
 - iii. Describe the Agreement Holder's Safety Plan for delivering the above listed Services including hazard abatement, public safety considerations, closures, and accident and emergency management; and
- b) Upon receipt of an Operating Plan, the Province will review the plan and if the Operating Plan is not acceptable to the Province, the Province will notify the Agreement Holder of any necessary amendments.
- c) After receiving notification by the Province, the Agreement Holder will make all necessary amendments and resubmit the Operating Plan to the Province.
- d) If the current Operating Plan expires before the parties have reached agreement on a new Operating Plan, the currently approved plan shall be deemed extended until the new plan is approved.