



**COLUMBIA SHUSWAP REGIONAL DISTRICT**

**Sicamous to Armstrong Rail Trail Corridor  
Planning, Development and Consulting Services**

THIS AGREEMENT dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BETWEEN: COLUMBIA SHUSWAP REGIONAL DISTRICT**

Box 978  
SALMON ARM BC V1E 4P1

(hereinafter referred to as the "CSR")

**AND: SHUSWAP TRAIL ALLIANCE**

PO Box 1531  
SALMON ARM BC V1E 4P6

(hereinafter referred to as the "Contractor")

to provide planning, development and consulting services for the Rail Trail Corridor extending from Sicamous through to Armstrong as required by the CSR.

**WHEREAS:**

- A. The CSR and the Regional District of North Okanagan ("RDNO") own, as tenants in common, the former CP Rail Corridor, except for two portions owned by Splatshin First Nation ("Splatshin");
- B. The CSR, RDNO and Splatshin have agreed to develop a continuous recreational trail on such lands;
- C. The CSR, RDNO and Splatshin have created a Governance Advisory Committee (the "Governance Committee") in accordance with the Terms of Reference which are attached hereto as Schedule C (the "TOR");
- D. The TOR anticipates appointment of a Secretariat to assist the Governance Committee as set out in the TOR;
- E. The parties have also agreed to create a Technical Operational Committee (the "Operational Committee") in accordance with the terms set out on Schedule D;
- F. The CSR has received grant funding to pay for secretariat services for the benefit of the CSR, RDNO and Splatshin;
- G. The Governance Committee has agreed that the CSR will enter into an agreement with the Contractor and be responsible for payment of the Services as set out herein;

NOW THEREFORE, the CSR and the Contractor, in consideration for the mutual promises set out herein, agree as follows:

**RESPONSIBILITIES OF CONTRACTOR**

1. The Contractor will provide services as described in Schedule A, (“the Services”), in accordance with this Agreement. Services must be provided during the term described in Section 36 (the “Term”) of this agreement.
2. The Contractor will deal with the public, the CSRD, the Governance Committee and the Operational Committee in a courteous and respectful manner and will ensure that its agents and employees deal with the public, the CSRD, RDNO, Splantsin, the Governance Committee and the Operational Committee in a courteous and respectful manner.
3. The Contractor will be solely responsible for the operation and maintenance of any equipment whatsoever used, rented, leased, or owned by the Contractor in his business and for the effective execution of this Agreement.
4. The Contractor will be solely responsible to comply with all Federal, Provincial and Local rules, laws and ordinances applicable to the performance of this Agreement. The Contractor will provide evidence of compliance with such laws upon request by the CSRD.
5. The Contractor will be solely responsible to obtain and maintain at its own cost, all permits, licenses, regulatory approvals and certificates required to perform the Services. The Contractor will provide copies of any required permits, licences or regulatory approvals or certificates upon request by the CSRD.
6. The Contractor will be solely responsible for all Employment Insurance, Canada Pension, Income Tax and any other applicable assessments or deductions levied by Federal, Provincial or Municipal Governments or any agency thereof.
7. The Contractor will provide proof of registration with WorkSafe BC, proof of Personal Optional Protection or proof of denied WorkSafe BC registration.
8. The Contractor will maintain a health and safety program as required by Section 115 of the Workers’ Compensation Act and report immediately and in writing any workplace injury or occupational illness specified under Section 172 of the Workers’ Compensation Act to the CSRD.
9. The Contractor will follow safety procedures as laid out in WorkSafe BC regulations. Contractors, their employees or agents not complying with health and safety expectations will be required to stop work and will not be allowed to resume work until the safety requirements are met.
10. The CSRD will perform a hazard assessment of the worksite(s) before Services outlined in this Agreement commence. The CSRD and the Contractor will review the hazard assessment on a regular basis. The Contractor will notify the CSRD immediately of any additional worksite(s) hazards identified during the performance of services outlined in this agreement.
11. The Contractor will be responsible for any costs, fines or levies resulting from a breach of WorkSafe BC regulations.

**GENERAL PROVISIONS**

12. The Contractor will not assign this Agreement or any part thereof without prior written authority by the CSRD, in its absolute discretion.
13. The Contractor is and will be an independent Contractor and nothing contained herein will be construed to create a partnership, joint venture or agency, and neither party hereto will be responsible for the debts or obligations of the other party.

**GENERAL PROVISIONS (cont.)**

14. This Agreement will be represented on behalf of the CSRD by the Chief Administrative Officer or designate.
15. This Agreement constitutes the entire Agreement between the parties hereto and no representations, warranties, understanding or Agreements, oral or otherwise, exist between the parties hereto except as expressly set out in this Agreement.
16. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
17. Services not included in this Agreement for which compensation is requested must have prior written approval of the CSRD. Notwithstanding this provision, the Contractor is authorized by this Agreement to act in an emergency situation.
18. Unless written authorization has been issued by the CSRD, CSRD owned equipment will not be utilized by the Contractor for use other than those specified under the clauses of this Agreement. When authorized to utilize CSRD owned equipment, the Contractor will do so in a safe and proper manner.
19. Any damage to CSRD owned equipment and/or properties caused by the Contractor's misuse or negligence will be at the cost of the Contractor. Upon determination of costs, the Contractor will be billed for damages. If not paid within thirty (30) days, the CSRD will deduct the required amount due from future remuneration until the amount owing is paid in full.
20. Any liability claims resulting from the Contractor's misuse of CSRD owned equipment will be the responsibility of the Contractor.
21. Notwithstanding the Contractor's responsibilities, the CSRD maintains the overall authority for management and control of the Service or location of the Service. Nothing in this Agreement grants the Contractor any interest in the Service or location of the Service and the CSRD may, in its discretion, retain others to carry out work on and around the location of the Service.
22. Any provision of this Agreement that is deemed to be held unenforceable or invalid for any reason will be severed from the Agreement and all remaining provisions of the Agreement will remain in full force and effect.

**INSURANCE AND INDEMNITY**

23. The Contractor will indemnify and save harmless the Regional District, including the Governance Committee and the Operational Committee and their respective members, from all fines, suits, proceedings, claims, demands, or actions of any kind or nature or from anyone whomsoever, arising out of or resulting from any negligent acts, errors or omissions of the Contractor, its officers, employees, agents or subcontractors in the performance of their services and duties in regard to this Agreement.
24. The Contractor will, prior to the commencement of operation and thereafter at all times during the Term of this Agreement, at its own expense, keep in force by advance payment of premiums, a general liability insurance policy in an amount not less than **THREE MILLION (\$3,000,000) DOLLARS**.

**INSURANCE AND INDEMNITY (cont.)**

25. The CSR, RDNO and Splatsin will be named as an additional insured on said policy and the said policy will contain a waiver of cross liability clause and will provide that the CSR, RDNO and Splatsin will be notified in writing in advance of any cancellation of or material change to said policy. The insurance will be in a form satisfactory to the CSR, RDNO and Splatsin and confirmation of insurance coverage will be provided to the CSR to be retained on file.
26. The insurance policy will contain a clause stating “this policy will not be cancelled or materially changed without the insurer giving at least fifteen (15) days’ notice, by registered mail, to the CSR, RDNO and Splatsin.”
27. The Contractor will supply proof of automobile liability insurance on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Contractor, its subcontractors, or employees under the Agreement. Such insurance will be for an amount of not less than **TWO MILLION (\$2,000,000) DOLLARS**, inclusive of any one accident.

**TERMINATION**

28. This Agreement may be terminated at any time by either party without cause upon giving ninety (90) days' written notice to the respective party to the address herein contained.
29. If the CSR determines that the Contractor is non-compliant with any section contained in this Agreement, an Official Notice of Non-Compliance may be issued. Notwithstanding Section 30, if an infraction has not been resolved within five (5) working days of the issuance of an Official Notice of Non-Compliance, another Official Notice of Non-Compliance may be issued.
30. Upon the delivery of a third Official Notice of Non-Compliance, termination will be immediate. The third Official Notice of Non-Compliance will contain notification and details regarding the termination. Non-Compliance notices will be delivered in writing from the CSR to the Contractor either in person, or by mailing to the address listed on the first page of this Agreement.
31. Non-compliant notices may be issued in relation to any one or multiple terms within this Agreement. The issuance of second and third Official Notice of Non-Compliance may or may not be related to a previous infraction.
32. The CSR may immediately terminate this Agreement if the Contractor or its agents or employees does one or more of the following:
  - is intoxicated;
  - uses foul, profane, vulgar or obscene language;
  - solicits gratuities or tips from the public for services performed hereunder;
  - wilfully or recklessly disregards the safety of persons or operational requirements;
  - acts in a manner which may constitute a public nuisance or disorderly conduct;
  - participates in any unauthorized sales at the site;
  - is dishonest or knowingly fails to charge the correct or any applicable fees;
  - is dishonest or fails to record incidents and infractions in a proper manner;
  - fails to deal with the public, the CSR, the Governance Committee or the Operational Committee in a courteous and respectful manner as outlined in Section 2;
  - fails to comply with WorkSafe BC requirements as outlined in Sections 7 to 11 inclusive; and
  - fails to comply with Insurance requirements as outlined in Sections 23 to 27 inclusive.



**REMUNERATION**

33. The CSR D agrees to pay the Contractor at the rates outlined in Schedule B attached hereto and forming part of this Agreement.
34. The Contractor will submit invoices within thirty (30) days of the end of the month in which service is provided.
35. The CSR D assumes responsibility for the payment of applicable GST/HST to the Contractor provided that the Contractor is a GST/HST registrant. The Contractor will complete the GST/HST information sheet provided by the CSR D and will advise the CSR D immediately of any change to the Contractor's status as a GST/HST registrant during the Term of this Agreement.

**TERM**

36. The Term of this Agreement is from the 1<sup>st</sup> day of June, 2019 to and including the 31<sup>th</sup> day of May, 2020.
37. The Contractor may request a twenty four month extension to the Term of the Agreement provided the request is received by the CSR D at least one hundred and twenty days, prior to the expiry of the Term. The CSR D will have complete discretion in determining whether it wishes to consider entering into an Amendment of Agreement. If the Contractor's Agreement extension request contains proposed changes other than a twenty four month extension, the CSR D will advise the Contractor whether it wishes to enter into negotiations for an Amendment of Agreement. If the CSR D enters into negotiations with the Contractor for an Amendment of Agreement, the CSR D may abandon the negotiations with the Contractor at any point in time, and the CSR D will not in any way be construed as granting to the Contractor any right of renewal of this Agreement at the expiration of the Term, nor will the CSR D be responsible for any costs incurred by the Contractor to either supply the request or negotiate an Amendment of Agreement. Notwithstanding any suggestion to the contrary in this section, the CSR D will have no contractual obligations whatsoever to the Contractor in connection with a new Agreement, the negotiation of a new Agreement or a request by the Contractor to enter a new Agreement, until and unless a new Agreement is executed by the CSR D and the Contractor, and no duty of fairness, procedural or otherwise, is created by this section or owed by the CSR D to the Contractor in respect of the matters contemplated under this section.

The Corporate Seal of the  
**COLUMBIA SHUSWAP REGIONAL DISTRICT**  
was hereunto affixed in the presence of:

**SHUSWAP TRAIL ALLIANCE**

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
(CAO)

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Witness Address

## Schedule A

### Services

1. The Contractor will provide the Services outlined below to the Governance Committee in a secretariat role and to the Operational Committee in a project planning and management capacity for the Rail Trail Corridor initiative. The Contractor will act as a conduit for communication, information and activities between both committees.
2. The Contractor will act as the Governance Committee Secretariat and will coordinate and support the committee to:
  - a. Effectively arrange and organize meetings and minutes, by preparing agendas, circulating agenda items and reports and monitoring action items;
  - b. Respond to all committee correspondence;
  - c. Keep record of all Rail Trail Corridor related publications;
  - d. Prepare a report of the Governance Committee's activities for the year; and
  - e. Keep up-to-date contact details for all government agencies, stewardship partners, voluntary organizations and other stakeholders.
3. The Contractor will provide project planning and management services to the Operational Committee in collaboration with and as directed by the committee to:
  - a. Coordinate short and long term capital plans for the Rail Trail Corridor including:
    - The development of a conceptual trail plan and an overall trail management plan for the Rail Trail Corridor;
    - The creation and execution of an annual implementation plan to advance the Rail Trail Corridor initiative;
    - The development of construction and maintenance standards and protocols for the Rail Trail Corridor;
    - The implementation of a consistent signage and access control program to compliment risk management practices and promote public safety;
    - The coordination of community engagement with stakeholders, adjacent property owners and the general public;
    - The coordination of landholder, leaseholder, public consultation and planning meetings;
    - The administration of day to day financial tracking and records keeping; and
    - The maintenance of ongoing documentation and reporting to the Governance Committee, the Operational Committee and stakeholders.
  - b. Oversee and implement capital construction of the Rail Trail Corridor including:
    - The development of construction and maintenance plans, including budget estimates, for consideration by the Operational Committee;
    - The implementation of approved maintenance and construction plans;
    - The supervision and oversight of specified project works procuring, managing, coordinating and supervising, all sub-contractors including but not limited to engineering, design, surveying, environmental, archaeological ; and
    - The provision of project completion reports, including as-builts where necessary.

**Schedule A****Services (cont.)**

- c. Develop and implement a funding strategy for the Rail Trail Corridor including:
  - The identification of funding streams to support the plan at the local, provincial and federal levels;
  - The development of funding proposals and associated budgets; and
  - The coordination of funding and fund raising strategies.
- d. Implement a communications and community engagement strategy to build public awareness of the Rail Trail Corridor including:
  - The creation and implementation of a communication plan;
  - The development of a robust coalition of project stakeholders that collectively advocate for the Rail Trail Corridor and its vision;
  - The coordination of public and media communications;
  - The keeping of records with regards to all trail related publications; and
  - The preparation of all year-end reports of the activities of the Rail Trail Corridor.
4. The Services provided in this Agreement by the Contractor will be performed at the rates outlined in Schedule B, Remuneration Schedule, and in accordance with all applicable enactments and laws and with all relevant codes, rules, regulations and standards of any professional or industry organization or association.
5. The Contractor will obtain pre-approval from the Operational Committee for all projects, prior to the performance of any and all services. The Contractor will review all invoices from sub-contractors and submit to the CSRD for payment
6. The Contractor will work to seek out additional sources of funding towards trail related works. These sources include but are not limited to provincial and federal grant and work assist programs, non-profit societies, in-kind contributions, volunteers and other local governments.
7. The Contractor will ensure its employees engaged in performing the Services under this Agreement have the required education, training, skills, experience and resources necessary to perform the Services.
8. All documents, drawings, estimates, specifications, field notes, investigations, studies and other information prepared by the Contractor in performing the services under this Agreement will be the property of the CSRD and the CSRD will have an irrevocable licence to use and make copies of any of the foregoing for its purposes.

It is agreed and understood that the CSRD will act as the lead agency with respect to this Agreement and financial disbursements subject to the consensus of the Operational Committee.

**Indemnification of RDNO and Splat sin for cost over-runs**

For certainty, neither the RDNO nor Splat sin are directly responsible for payment of any costs of the Services. The CSRD will indemnify the RDNO and Splat sin against any costs over runs in connection with the Services.

## Schedule B

### Remuneration Schedule

The CSRD agrees to pay the Contractor upon receipt of the Contractor's invoices at the remuneration rates as outlined below plus applicable taxes throughout the Term of this Agreement.

	ANNUAL RATE  June 1, 2019 to May 31, 2020
Governance Committee Secretariat	\$6,769.44
Operational Committee Project Manager	\$166,601.28

The Contractor must ensure that all invoices reflect the **Contract Number No. 2019-316-0010-3**. Failure to reference the Contract Number may delay payment and the CSRD will not be responsible for any late charges from this omission.

The Contractor must submit invoices within thirty days of the end of the month in which service is provided.

The remuneration rate(s) are all-inclusive and allow for any escalation of the Contractor's costs. The Contractor will not be entitled to extra payment for escalation during the Term of this Agreement.

WORKSAFE BC:		INSURANCE:	
GST/HST NUMBER:		PERFORMANCE SECURITY:	N/A





**Schedule C**

**Governance Committee Terms of Reference**

## **TERMS OF REFERENCE**

### **Governance Advisory Committee**

### **Sicamous to Armstrong Rail Trail Corridor**

#### **INTRODUCTION**

In December 2017, the Columbia Shuswap Regional District (CSRD) and the Regional District of North Okanagan (RDNO) successfully concluded the purchase of the CP Rail corridor, excluding the two sections previously acquired by Spltasin First Nation (Spltasin) in 2014.

To ensure the corridor remains contiguous, the three owner jurisdictions (CSRD, RDNO and Spltasin) have agreed that the corridor will be developed, operated and maintained for its use as a continuous recreational trail, particularly for pedestrian and bicycle transportation, as well as future potential use as a continuous multi-model regional transportation corridor (Rail Trail Corridor).

A two-part interjurisdictional governance and management structure for the Rail Trail Corridor will consist of a politically accountable governance body and a technical operational body to organize, implement and manage the Rail Trail Corridor development. The Governance Advisory Committee (Governance Committee) will receive input from the Technical Operational Committee (Operational Committee). The Governance Committee is advisory in nature and the decision-making authority of the CSRD Board, the RDNO Board and the Spltasin Council are not delegated in any way.

#### **PURPOSE**

The mandate of the Governance Committee is to act as a primary policy group relative to the planning, development, management and governance of the Rail Trail Corridor project.

#### **PRINCIPLES**

The Governance Committee will be guided by the following principles:

- To work collaboratively together.
- To seek consensus on matters requiring decisions.
- To work toward the establishment and continuation of mutual trust among the jurisdictional owners and stakeholder jurisdictions.
- To maintain public confidentiality on matters that are designated as such.
- To be prepared for meetings in order to contribute meaningfully to discussions and deliberations.
- To ensure a high standard of communication between the Governance Committee, the Operational Committee and the elected bodies of the owner jurisdictions and stakeholders.
- To reasonably commit to maintaining membership within the committee to the end of its term.

## OBJECTIVES, DUTIES AND RESPONSIBILITIES

The Governance Committee is established to achieve the following objectives, duties and responsibilities:

- To ensure the corridor provides long term public benefits, both locally and regionally.
- To provide for the development of a continuous corridor for non-motorized transportation and recreation.
- To provide the human, financial and other resources required to be enable their representatives to serve on the Operational Committee.
- To provide the human, financial and other resources required to enable and support the function of the Operational Committee.
- To ensure the protection of sensitive environmental and cultural sites along the rail corridor.
- To maintain the integrity and capability of the corridor to support the future development and operation of a continuous multi-model transportation corridor.
- To ensure that the scope and timing of trail development reflects the capacity of the three owner jurisdictions and to fund the development.
- To encourage a high level community engagement process in the planning and development of the corridor.
- To protect public safety and minimize risk in the development and use of the corridor.
- To consider beneficial opportunities with adjacent land uses.
- To pursue grant funding from senior levels of government as well as donations from community groups, foundations, businesses and the general public.
- To work towards establishment of mutually acceptable reciprocal access easements to allow for mutual intergovernmental and public usage of the contiguous trail, upon completion.
- To acknowledge agricultural values and the role of the Agricultural Land Commission.

## MEMBERSHIP

The members of the Governance Committee will consist of:

- A member from the City of Salmon Arm Council;
- A member from the Sicamous District Council;
- The CSRD Directors from Electoral Areas C, D, E and F;
- A member from the City of Enderby Council;
- A member from the City of Armstrong Council;
- A member from the Township of Spallumcheen Council;
- A member from the Lumby Village Council;
- The RDNO Directors from Electoral Areas D and F; and
- Two members from Splatwin Band Council.

Membership on the Governance Committee by the participating jurisdictions requires endorsement of these Terms of Reference and the commitments from each of the elected Boards and Councils. Membership on the Governance Committee is voluntary and any member may suspend or terminate its membership at any time provided that the other members of the Governance Committee are notified in writing in advance of the date of the suspension or withdrawal.

## **COMMITTEE SECRETARIAT**

The three owner jurisdictions will appoint a Committee Secretariat to assist the Governance Committee in carrying out its objectives, duties and responsibilities. The Committee Secretariat will be responsible to:

- Ensure meetings are effectively organized and minuted;
- Receive agenda items from Committee members, the Operational Committee and other stakeholders;
- Circulate agenda items and reports;
- Check that agreed action items are carried out and are properly authorized by the three lead agencies;
- Keep up-to-date contact details for all government agencies, stewardship partners, voluntary organizations and other stakeholders;
- Respond to all Committee correspondence;
- Keep record of all Rail Trail Corridor related publications; and
- Prepare a report of the Committee's activities for the year.

## **TERM**

The term of the Governance Committee expires when the initial stage of trail development is complete and the corridor is opened for public use. The three owner jurisdictions may decide to extend the term of the Governance Committee if deemed necessary to achieve the shared objectives for the corridor. If the term of the Governance Committee is extended, the adoption of a revised terms of reference by the respective Boards and Councils will be required.

## **COMMITTEE DECISION MAKING**

The Committee will work toward consensus, using an interest based approach, rather than a position based approach. If a vote on a matter is necessary, the vote will be taken with a simple majority of Committee members present and voting required to pass a motion. The Chair can only cast a vote in the event of a tie. In the event of an equal number of votes, the motion or matter will fail. Decisions by the Governance Committee will be made as follows:

- The Committee will strive to make decisions that serve to advance the shared objectives, duties and responsibilities of the trail corridor and that reflect the opportunities and limitations of each participating partner.
- Decisions by the Committee will be made by consensus among the representatives.
- The Committee is advisory in nature and is not delegated authority from their respective boards or councils.
- Decisions on matters falling within the mandate, jurisdiction and responsibilities of the owner jurisdictions shall only be made by the representatives of the owner jurisdictions.
- Decisions on matters falling within the mandate, jurisdiction and responsibilities of both the owner and stakeholder jurisdictions shall be made by the entire committee.

## COMMITTEE PROTOCOL

- A Chair will be elected by the Governance Committee at the first meeting in each year.
- Two Vice-Chairs will be elected by the Governance Committee at the first meeting in each year. The Vice-Chairs will each be represented by a member of the CSRD and RDNO respectively.
- Meetings will be open meetings and will be run by the Chair or Vice-Chair in the absence of the Chair.
- Meeting minutes will be taken by the Committee Secretariat at all meetings. Upon approval of the minutes they will be distributed electronically.
- The quorum of the meeting will be comprised of not less than half of appointed Committee Members.
- The Committee may invite other persons to participate in making presentations to the Committee in order to benefit from additional expertise pertaining to subjects being discussed.
- Meetings of the Committee will occur not less than two (2) times per calendar year. Dates for the meetings should be determined by the Committee during the first scheduled meeting. It is recommended that the Committee meet on a quarterly basis. If necessary, additional or fewer meetings will be determined by the Committee.
- The Committee will adhere to all statutes, legislation, acts, bylaws and all other responsibilities as Committee of the respective owner jurisdictions.
- Committee members may choose to express their personal views to others outside the Committee but may not speak on behalf of or in any way create the impression that they are speaking for the Committee as a whole. In order to ensure open and honest dialogue; Committee members should not discuss comments or opinions expressed by other Committee members without their knowledge and consent.
- Members of the public may observe meetings but will not have voting rights and will only have speaking rights through invitation by the Chair.
- A conflict of interest arises when a Committee member speaks or votes on a motion that could be the cause of some direct significant benefit - monetary or otherwise - to that member. If such a situation arises, the member involved should excuse themselves from proceedings that relate to the conflict unless explicitly requested to speak, only after a majority vote to do so. Any subsequent information provided by the individual will clearly be identified in the meeting minutes as coming from a source perceived to be in a conflict of interest.

## FUNDING AND FINANCIAL MANAGEMENT

The costs associated with a participating jurisdiction's member on the Governance Committee, including meeting attendance and travel costs, will be the direct responsibility of each jurisdiction.

## CLOSING

These Terms of Reference are adopted by the three owner jurisdictions by the signature of the Regional District Chairs and the Splatstin Chief as follows:

\_\_\_\_\_  
Chair, Columbia Shuswap Regional District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Regional District of North Okanagan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief, Splatstin

\_\_\_\_\_  
Date



**Schedule D**

**Technical Operational Committee Terms of Reference**



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## **TERMS OF REFERENCE**

### **Technical Operational Committee**

### **Sicamous to Armstrong Rail Trail Corridor**

#### **INTRODUCTION**

In December 2017, the Columbia Shuswap Regional District (CSRD) and the Regional District of North Okanagan (RDNO) successfully concluded the purchase of the CP Rail corridor, excluding the two sections previously acquired by Splat-sin First Nation (Splat-sin) in 2014.

To ensure the corridor remains contiguous, the three owner jurisdictions (CSRD, RDNO and Splat-sin) have agreed that the corridor will be developed, operated and maintained for its use as a continuous recreational trail, particularly for pedestrian and bicycle transportation, as well as future potential use as a continuous multi-model regional transportation corridor (Rail Trail Corridor).

A two-part interjurisdictional governance and management structure for the Rail Trail Corridor will consist of a politically accountable governance body and a technical operational body to organize, implement and manage the Rail Trail Corridor development. The Governance Advisory Committee (Governance Committee) will receive input from the Technical Operational Committee (Operational Committee). The Governance Committee is advisory in nature and the decision-making authority of the CSRD Board, the RDNO Board and the Splat-sin Council are not delegated in any way.

#### **PURPOSE**

The mandate of the Operational Committee is to organize, implement and manage corridor development and maintenance. The Operational Committee will advise the Governance Advisory Committee on a wide range of issues such as planning and design, trail management, maintenance standards and funding plans.

#### **PRINCIPLES**

The Operational Committee will be guided by the following principles:

- To work collaboratively together.
- To seek consensus on matters requiring decisions.
- To work toward the establishment and continuation of mutual trust among the jurisdictional owners and stakeholder jurisdictions.
- To maintain public confidentiality on matters that are designated as such.
- To prepare in advance of meetings in order to contribute meaningfully to discussions and deliberations.
- To ensure a high standard of communication between the Operational Committee and the Governance Committee.
- To reasonably commit to maintain membership within the committee.



## OBJECTIVES, DUTIES AND RESPONSIBILITIES

The Operational Committee is established to achieve the following objectives, duties and responsibilities:

- To develop of a plan for a recreational trail along the entire Rail Trail Corridor consistent with the objectives for the use and protection of the Corridor.
- To draft policies and regulations concerning the uses and activities permitted within the Rail Trail Corridor.
- To develop Rail Trail Corridor maintenance standards and designs.
- To develop a project schedule for the development of the Rail Trail Corridor.
- To build cost estimates and funding strategies to undertake improvements consistent with approved standards and designs.
- To draft policies and regulations to ensure a coordinated and consistent approach to applications for accesses, crossings, leases, rights of way, easements and similar approval requests.
- To draft policies for the administration of existing encroachment claims, leases, rights of way, easements and other tenure or interests.
- To develop fundraising strategies including joint applications for grant funding and partnering with fundraising groups.
- To create a communications policy and protocol to guide communications with the public, media, community groups and government agencies.
- To monitor and ensure that contractual obligations under the sale of the corridor such as track removal and environmental remediation are fully complied with by CP Rail.
- To carry out and provide a single point of contact for consultation and communications related to the rail corridor with the general public, owner jurisdictions, stakeholder groups, adjacent landowners and potential funding agencies consistent with adopted policies and protocols.
- To monitor the use and development of the rail corridor to ensure compliance with adopted plans, policies, and objectives and make recommendations to the owner jurisdictions to address potential issues.
- To administer and manage the funds approved for the activities of the Operational Committee consistent with approved budgets and financial management practices.
- To represent the interests, objectives and policies of their respective Regional Districts or First Nations government in the discussions, initiatives and joint recommendations of the Operational Committee.
- To report on the activities of the Operational Committee to the Governance Committee.
- To secure expertise and human resources from their Regional Districts or First Nations governments to assist in meeting the needs of the Operational Committee in carrying out its responsibilities.

## MEMBERSHIP

The members of the Operational Committee will be represented by the Chief Administrative Officer or designate from:

- The CSR
- The RDNO
- Splatwin





Membership on the Operational Committee by the owner jurisdictions requires endorsement of these Terms of Reference and the commitments from each of the elected Boards and Councils. Membership on the Operational Committee is voluntary and any member may suspend or terminate its membership at any time provided that the other members of the Operational Committee are notified in writing in advance of the date of the suspension or withdrawal.

## **OPERATIONAL COMMITTEE DECISION MAKING**

The Operational Committee will work toward consensus, using an interest based approach, rather than a position based approach.

## **COMMITTEE PROTOCOL**

- Meeting minutes will be taken at all meetings. Upon approval of the minutes they will be distributed electronically.
- The Committee may invite other persons to participate in making presentations to the Committee in order to benefit from additional expertise pertaining to subjects being discussed.
- Meetings of the Committee will occur not less than two (2) times per calendar year. Dates for the meetings should be determined by the Committee during the first scheduled meeting. It is recommended that the Committee meet on a quarterly basis. If necessary, additional or fewer meetings will determined by the Committee.
- The Committee will adhere to all statutes, legislation, acts, bylaws and all other responsibilities as Committee of the respective owner jurisdictions.
- Committee members may choose to express their personal views to others outside the Committee but may not speak on behalf of or in any way create the impression that they are speaking for the Committee as a whole. In order to ensure open and honest dialogue; Committee members should not discuss comments or opinions expressed by other Committee members without their knowledge and consent.

## **FUNDING AND FINANCIAL MANAGEMENT**

The costs associated with a participating jurisdiction's member on the Operational Committee, including meeting attendance and travel costs, will be the responsibility of each jurisdiction directly.

## **CLOSING**

These Terms of Reference are adopted by the three owner jurisdictions by the signature of the Regional District Chairs and the Splat sin Chief as follows:

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Chair, Columbia Shuswap Regional District

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Date

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Chair, Regional District of North Okanagan

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Date

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Chief, Splat sin First Nation

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Date