

TERMS of REFERENCE
Inter-jurisdictional Development Team
Okanagan Rail Corridor

1.0 BACKGROUND

On June 1, 2015 the City of Kelowna, the District of Lake Country and Regional District of North Okanagan (hereinafter referred to as owner jurisdictions) purchased 47 km of discontinued Canadian National Railway (CN Rail) rail corridor within their jurisdictions. They did so in consultation with the District of Coldstream, the City of Vernon and the Regional District of Central Okanagan. Additionally, the 2.3 km section of rail corridor that runs through Indian Reserve (IR) #7 is expected to be transferred from CN Rail to the Okanagan Indian Band (OKIB).

The three owner jurisdictions acquired the corridor on the understanding that the corridor was to be developed, operated and maintained for its use as a continuous recreational trail and its ultimate use as a continuous multi-modal regional transportation corridor. Further the owner jurisdictions have covenanted with each other under the terms of a statutory right of way agreement for public access over those sections of the corridor that they own, to maintain it (and not encumber it) in perpetuity for these ultimate uses.

At this time, there is no known plan to develop multi-modal regional transportation infrastructure within the corridor. There is, however, considerable interest among the owner and stakeholder jurisdictions and the public for the timely development and operation of a continuous recreational trail within the corridor. In order to achieve this goal cooperatively, the owner and stakeholder jurisdictions of the corridor wish to establish an inter-jurisdictional development team (IDT) to plan and develop the initial improvements required to provide a basic, continuous recreational trail within and between the participating jurisdictions.

This document is a terms of reference intended to guide the formation, purpose, functioning and reporting of the IDT. In order to establish, commission and become a participating member of the IDT, it is necessary for the elected councils and board of each member jurisdiction to endorse these terms of reference and for the senior staff of each jurisdiction to appoint a representative to the IDT as described herein. A similar initiative was undertaken in 2014 to establish the Inter-jurisdictional Acquisition Team (IAT), which led to the successful acquisition of the rail corridor.

These terms of reference are non-binding and are intended to promote the best efforts of all involved to meet the purpose and objectives set forth.

2.0 PURPOSE

The purpose of these terms of reference is to establish and enable the Inter-jurisdictional Development Team (IDT) to work collaboratively to plan, design, fund, develop and maintain a continuous recreation trail along the discontinued rail corridor that runs through and between their communities.

3.0 PRINCIPLES

Members of the IDT will be guided by the following principles:

- To work collaboratively together.
- To seek consensus on matters requiring decisions.
- To maintain public confidentiality on matters that are designated as such by the IDT.
- To work toward the establishment and maintenance of mutual trust within the IDT.
- To prepare in advance of meetings in order to contribute meaningfully to discussions and deliberations.
- To commit to membership on the IDT for the full term as established in these terms of reference.

4.0 OBJECTIVES

The IDT has been established to assist the member jurisdictions to achieve the following objectives:

- 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 maintain the integrity and capability of the corridor to support the future development and operation of a continuous multi-modal transportation corridor.
- To ensure that the scope and timing of trail development reflects the capacity of the owner jurisdictions to fund the development.
- To encourage a high level community engagement 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.

5.0 DUTIES and RESPONSIBILITIES of the IDT

In keeping with the objectives, the IDT is established to carry out the following duties and responsibilities:

- To initiate, prepare, coordinate, advise and make joint recommendations to the councils and board on the following matters:
 - A plan for the development of a recreational trail along the entire corridor consistent with the shared objectives of the local government owners for the use and protection of the corridor.
 - Policies and regulations concerning the uses and activities permitted within the corridor.
 - Trail standards and designs (including minimum standards).
 - A project schedule for the development of the corridor.
 - Cost estimates and funding strategies to undertake improvements consistent with approved standards and designs.
 - Standards for the maintenance of the corridor.

- Policies and regulations to ensure a coordinated and consistent approach to applications for accesses, crossings, leases, rights of way/easements and similar approval requests.
- Policies for the administration of existing encroachment claims, leases, rights of way/easements and other tenures or interests.
- Fundraising strategies including joint applications for grant funding and partnering with fundraising groups.
- A communications policy and protocol to guide communications with the public, media, community groups and government agencies.
- To monitor and ensure that the contractual obligations for the sale of the corridor such as track removal and environmental remediation are fully complied with by CN Rail.
- To carry out and provide a single point of contact for consultation and communications related to the corridor with the general public, stakeholder groups, adjacent landowners and potential funding agencies consistent with adopted policies and protocols.
- To engage consultants or seconded staff to assist in discharging its duties and responsibilities.
- To monitor the use and development of the corridor to ensure compliance with adopted plans, policies and objectives and, to make joint recommendations to councils and the regional board to address potential issues.
- To implement, on behalf of the councils and boards, fundraising activities and to prepare joint grant applications consistent with adopted council and board strategies and policies.
- To assist in establishing arrangements with community foundations for the disbursement of funds required for the development of the corridor consistent with adopted council and regional board policies.
- To prepare regular reports to the councils and board on the activities and status of various functions and activities carried out by the IDT.

6.0 DUTIES and RESPONSIBILITIES of the PARTNER JURISDICTIONS

In addition to the activities of the IDT, the achievement of the shared objectives for the corridor will also require initiatives and activities of the participating jurisdictions as follows:

- To provide the human, financial and other resources required to enable their representative to serve on the IDT.
- To provide the human, financial and other resources required to enable and support the functioning and operation of the IDT.
- To consider and make decisions on the joint recommendations of the IDT concerning planning, development, maintenance, communications and other matters related to the corridor.
- To negotiate for the acquisition or disposition of land consistent with adopted plans and policies.
- To take the necessary steps and provide the necessary resources to implement the joint plans, policies, strategies and initiatives recommended by the IDT once they have been agreed to by the individual councils and the regional board. Specifically:
 - To undertake more detailed planning, as required, to provide for the integration of the corridor plan with their jurisdiction's transportation plans, official community plans, parks and recreation plans, capital plans and other local government plans and polices.
 - To undertake capital projects consistent with agreed upon plans, standards and schedules for development within the corridor.
 - To maintain the corridor consistent with agreed upon standards.
 - To make decisions on individual applications within their own jurisdiction for OCP amendments, re-zonings, development permits, temporary use permits, building

permits, access permits, crossings, leases, rights of way/easements and similar applications consistent with agreed upon joint plans and policies for the corridor.

- To administer and adjudicate encroachment claims, leases, rights of way/easements and other tenures and claims consistent with agreed upon joint policies.
- To enter into agreements with other partner organizations and agencies for fundraising and other initiatives that provide for the implementation of joint plans and policies.
- To generally work with the other participating jurisdictions and in accordance with these terms of reference to achieve the IDTs purpose and the broader shared objectives for the corridor.

7.0 TERM of IDT

The term of the IDT expires when the initial stage of trail development is complete and the corridor has been opened for public use. The participating jurisdictions may decide to extend the term of the IDT if deemed necessary to achieve the shared objectives for the corridor. If the term of the IDT is extended, the adoption of revised terms of reference by the councils and board will be necessary.

8.0 MEMBERSHIP

8.1 IDT Membership

The members of the IDT will include the owner jurisdictions of the corridor which include the Regional District of North Okanagan, the District of Lake Country and the City of Kelowna.

As they are not direct stakeholders in development of the corridor, the local governments of the District of Coldstream, the City of Vernon and the Regional District of Central Okanagan have opted to not participate as members of the IDT. The OKIB has been invited to join the IDT as either an owner jurisdiction, a stakeholder jurisdiction or as an ex officio member, as the Band Council may choose.

8.2 Membership Requires Endorsement of Terms of Reference

Membership in the IDT by any participating jurisdiction requires the endorsement of these terms of reference and the commitments therein by each of the elected councils and board.

8.3 Membership is Voluntary

Membership in the IDT is voluntary and any member may suspend or terminate its membership at any time provided that the other members of the IDT are notified in writing in advance of the date of the suspension or withdrawal.

9.0 REPRESENTATION of MEMBERS

9.1 Appointment of Representatives

Each member of the IDT will be represented by its chief administrative officer. The chief administrative officer may appoint a designate. The representative must have the authority to fully represent the municipality or regional district and must be able to make decisions and commitments on behalf of the municipality or board on pertinent matters other than those requiring a council or board decision.

9.2 Term of Representatives

To ensure continuity in representation, representatives appointed to the IDT shall, to the extent possible, serve to the end of the term as described in Section 7 of these terms of reference.

9.3 Duties and Responsibilities of Representatives

The duties and responsibilities of the representatives are as follows:

- To represent the interests, objectives and policies of their respective municipality or regional district in the discussions, initiatives and joint recommendations of the IDT.
- To report on the activities of the IDT to their respective municipalities or regional district at both the staff and council/ board level.
- To provide the reports prepared and endorsed by the IDT to their respective council or board to enable decisions on plans, policies, proposals and other initiatives recommended by the IDT.
- To secure expertise and human resources from their municipality or regional district to assist in meeting the needs of the IDT in carrying out its responsibilities.

10.0 APPOINTMENT of PROJECT MANAGER

The IDT will appoint a project manager, who should not be a representative on the IDT, to assist it in carrying out its duties and responsibilities.

10.1 Project Manager May be Staff Member or Contract Employee

The project manager may be a staff member of one of participating jurisdictions or an individual engaged on a contract basis.

10.2 Duties and Responsibilities of Project Manager

The project manager will be required to assist the IDT in carrying out its duties as follows:

- To prepare written reports as required including those containing the joint recommendations of the IDT to councils and board.
- To retain and manage consultants and to administer consulting contracts.
- To be the point person for all external communications with the public, community groups, government agencies and the media.
- To meet with and present reports to the staffs and councils/board of member jurisdictions.
- To prepare and circulate meeting agendas and associated information.
- To prepare meeting notes and maintain a record of meeting notes, correspondence and other documents.

10.3 Term of Project Manager

The term of the project manager will coincide with the term of the IDT as set out in Section 7 of this terms of reference. It is desirable that the same project manager remain in this role for the full term.

11. PROCEDURES

The IDT will establish procedures as required although it is intended to keep the procedures as flexible and informal as possible. The following are the basic procedures the IDT will follow:

11.1 Decision Making

Decisions by the IDT will be made as follows:

- The IDT will strive to make decisions that serve to advance the shared objectives of the corridor and that reflect the opportunities and limitations of each participating jurisdiction.
- Decisions by the IDT will be made by consensus among the representatives.

11.2 Meetings

The IDT will hold regular monthly meetings. Additional meetings, if required, will be at the call of the chair.

11.3 Appointment of Chair

The IDT project manager will chair the meetings of the IDT.

11.4 Meeting Notes

The IDT will prepare and maintain a record of meetings notes of every meeting.

12. FUNDING and FINANCIAL MANAGEMENT

Costs associated with the functioning of the IDT and the development and maintenance of the trail will be funded as follows:

- Costs associated with the participation of representatives on the IDT will be borne by each participating jurisdiction directly.
- The costs to be borne jointly by the owner jurisdictions include:
 - Costs to reimburse participating jurisdictions for administrative and technical staff seconded by the IDT; and
 - Costs for external support services (e.g. consultant, open house, advertising) required by the IDT to carry out its duties and responsibilities.
- Costs that are to be borne jointly by the owner jurisdictions will be shared on the basis of the formula set out in Appendix 1 to these terms of reference.
- The IDT will provide to each owner jurisdiction by August 1st of the year preceding the year in which the costs will be incurred, an estimate of the jurisdiction's share of the annual costs that are to be borne jointly.
- No expenditure of funds for costs that are borne jointly will be made until authority for such expenditures has been received from the councils or board of each owner jurisdiction.
- The IDT will appoint a financial manager who will be a staff member of one of the owner jurisdictions to manage the finances of the IDT consistent with the policies and practices of that owner jurisdiction.
- The financial manager will report to the project manager.
- Costs associated with development, operation and maintenance of the corridor will be borne directly by each owner jurisdiction for that section of the corridor within its boundaries.

- Development of the corridor will be prioritized and staged in keeping with the funds available from each owner jurisdiction, grants and other sources of funding.

These terms of reference are adopted by the participating jurisdictions by the authorized signature of the following people:

CITY of KELOWNA, MAYOR

DATE

DISTRICT of LAKE COUNTRY, MAYOR

DATE

REGIONAL DISTRICT of NORTH OKANAGAN, CHAIR

DATE

Appendix 1
Formula for Sharing Costs Associated with the Functioning of the IDT

Costs associated with the operation and functioning of the IDT that are to be borne jointly by the owner jurisdictions will be shared on the basis of the formula described below. At the time of signature the owner jurisdictions include the Regional District of North Okanagan, the City of Kelowna and the District of Lake Country.

The formula for cost sharing by owner jurisdictions is:

$$C = (((L/L_{Total})+(P/P_{Total}))/2)*X$$

C = Cost sharing responsibility of a subject owner's jurisdiction

L = Length of corridor within subject owner's jurisdiction ¹

L_{Total} = Total length of corridor within all owner jurisdictions

P = Population of subject owner's jurisdiction ²

P_{Total} = Total population of all owner jurisdictions

X = Cost of item(s) requiring payment by all owners jointly

Where:

- 1 Corridor lengths by jurisdiction (not including 2.31km in OKIB)

RDNO = 12.07 km

DLC = 16.35 km

CoK = 19.45 km

Total = 47.87 km

- 2 Population by jurisdiction (based on [BC Statistics estimate for 2014](#), and not including OKIB)

RDNO = 13,360

DLC = 13,015

CoK = 121,422

Total = 147,797