

MEMORANDUM OF UNDERSTANDING
between
Okanagan Rail Trail Committee
and
Friends of the Okanagan Rail Trail Society

1.0 PURPOSE

The purpose of this Memorandum of Understanding between the Okanagan Rail Trail Committee and the Friends of the Okanagan Rail Trail Society is to establish a partnership for the continued development and operation of the Okanagan Rail Trail.

2.0 DESCRIPTION OF THE RAIL TRAIL CORRIDOR

The Okanagan Rail Trail Corridor (the "Corridor") extends from approximately College Way in the District of Coldstream to approximately Manhattan Drive in the City of Kelowna. It is comprised of parcels of property that were once a rail corridor, and includes the land and improvements within the boundaries of those parcels. The parcels of property that make up the Corridor are owned variously by Okanagan Indian Band, City of Kelowna, District of Lake Country, and Regional District of North Okanagan (the "Owners").

The intended use and function of the Corridor is multi-modal transportation, including but not limited to walking, cycling and public transportation such as bus, rail or other form of conveyance.

3.0 PARTNERS

The Okanagan Rail Trail Committee (the "Committee") is a committee jointly instituted by the elected leaders of the following jurisdictions: Okanagan Indian Band, City of Kelowna, District of Lake Country, District of Coldstream, Regional District of North Okanagan and City of Vernon. The Committee is responsible on behalf of these jurisdictions for the coordination of activities related to the development, maintenance and use of the Corridor. The scope and operation of the Committee is described in the *Okanagan Rail Trail Committee Terms of Reference*, endorsed by the Councils, Band Council and Board of the participating jurisdictions.

The Friends of the Okanagan Rail Trail Society (the "Society") is a registered non-profit society. As it relates to this Memorandum of Understanding the Society's interests are to fundraise for the development of the Corridor, to support a memorable user experience and to inspire users through education and interpretation. The scope and operation of the Society is described in the *Constitution and/or Bylaws of the Friends of the Okanagan Rail Trail Society*.

4.0 PRINCIPLES

The Committee and the Society resolve to adhere to the following principles:

- .1 To act in good faith to fulfill the purpose, responsibilities and other conditions of this Memorandum of Understanding.
- .2 To communicate regularly and openly with each other about opportunities, concerns or issues relating to the partnership.

- .3 To share information, experience, materials and skills to learn from each other.
- .4 To develop effective working practices and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost.
- .5 To ensure sufficient and appropriately qualified resources are available and deployed to fulfill the responsibilities set out in this Memorandum of Understanding.

5.0 RESPONSIBILITIES of the COMMITTEE

The scope and operation of the Committee is described in the *Okanagan Rail Trail Committee Terms of Reference*, endorsed by the Councils, Band Council and Board of the participating jurisdictions.

As it relates to the relationship between the parties, the responsibilities of the Committee are to:

General:

- .1 Acknowledge the Society as an “official non-profit partner” organization of the Okanagan Rail Trail.
- .2 Acknowledge the Society as the “principal non-profit fundraiser” for development of the Corridor.
- .3 Develop and maintain a good working relationship with the Society.
- .4 Identify those issues, projects and initiatives that involve the Owners and connect the Society and the Owner(s) accordingly.
- .5 Provide liability and insurance requirements to the Society.

Coordination and Communication:

- .6 Be the Society’s primary point of contact with the Owner jurisdictions. Direct the Society to the appropriate individual Owner(s) for issues or responsibilities not belonging to the Committee.
- .7 Include the Society in meetings, correspondence and communications of the Committee on topics pertinent to the mandate and responsibilities of the Society.
- .8 Consult with the Society on plans, programs, policies, facilities, improvements and cost estimates for the Corridor that are pertinent to the scope and responsibilities of the Society.
- .9 Coordinate external messaging and refer queries and issues that are within the mandate of the Society to the Society.
- .10 Coordinate with the Society regarding the involvement of other groups or interests in the Corridor where that involvement overlaps with that of the Society.

Projects and Initiatives:

- .11 Coordinate the development of plans, designs, policies, cost estimates and public consultation for Corridor projects and initiatives.

Fundraising and Finance:

- .12 Identify and schedule interjurisdictional projects and programs for implementation.
- .13 Coordinate and support Owner endorsement of funding for projects and programs.

- .14 Advise the Society of projects and programs for which the Owner(s) are seeking financial support from grants and external sources of funding.
- .15 Coordinate funding requests, grant applications and fundraising activities for projects with the Society and the pertinent Owners.
- .16 Coordinate memoranda of understanding or agreements between the Owner jurisdictions, the Society and registered non-profit societies for fundraising, financing and reporting as it relates to grants.

6.0 RESPONSIBILITIES of the SOCIETY

The scope and operation of the Society is described in the *Constitution* of the Friends of the Okanagan Rail Trail Society.

As it relates to the relationship between the parties, the responsibilities of the Society are to:

General:

- .1 Acknowledge the Committee as the lead organization coordinating the inter-jurisdictional use, development and operation of the Corridor.
- .2 Acknowledge the Owners as the ultimate entities responsible for the planning, development and operation of the Corridor.
- .3 Develop and maintain a good working relationship with the Committee.
- .4 Procure and maintain insurance as described herein.

Coordination and Communication:

- .5 Include the Committee in meetings, correspondence and communications of the Society on topics pertinent to the mandate and responsibilities of the Committee.
- .6 Refer queries and issues regarding the mandate and responsibilities of the Committee to the Committee.
- .7 Coordinate external messaging and refer queries and issues that are within the mandate of the Committee or Owner to the Committee.
- .8 Provide input and feedback to the Committee on plans, programs, policies, facilities, improvements and cost estimates for the Corridor.
- .9 Treat as confidential, limiting communication to the Society executive, those issues and items of business identified by the Committee as confidential.

Stewardship:

- .10 Develop and manage a trail stewardship and/or trail ambassador program.

Fundraising and Finance:

- .11 Raise funding for projects, programs and initiatives that enhance experience of the trail user and have been identified for implementation by the Committee
- .12 Work with the Committee and/or Owners in the preparation of funding requests and grant applications.
- .13 Enter in to memoranda of understanding or agreements with other registered non-profit societies, as required for the fundraising and financing of projects and grants.

Projects and Initiatives:

- .14 Submit proposals for projects and initiatives that fit with the intended use and plans for the Corridor to the Committee, for review, consideration and forwarding on to the Owner(s) where appropriate.
- .15 Provide feedback to the Committee on projects and programs being considered for implementation.

7.0 LIABILITY and INSURANCE

The parties do not hold each other liable for mistakes, errors in judgement or omissions made in good faith.

Provide general liability insurance of not less than \$2,000,000 for each occurrence or incident that covers the Society, its members and volunteers from bodily injury, death and destruction of property. Name the Owners as additional insured under this coverage. As proof of insurance coverage, submit a certificate of insurance to the Owners for any new, revised or updated coverage.

8.0 AMENDMENTS

It is understood that amendments may need to be made to this Memorandum of Understanding. Provided proposed amendments are within the Terms of Reference of the Committee and the Constitution of the Society, amendments can be made to this Memorandum of Understanding subject to mutual agreement of the parties.

9.0 DISPUTE RESOLUTION

Should any dispute arise through any aspect of this relationship the parties will confer in good faith to promptly resolve any dispute. A dispute regarding a particular issue does not supersede the responsibility of each party to fulfill their responsibilities under this Memorandum of Understanding that are not directly related to the issue in dispute.

In the event that the parties are not able to resolve an issue or dispute between them, then the matter shall be mediated or arbitrated in an attempt to resolve any and all issues between the parties. The method of mediation or arbitration shall be determined by mutual discussion and agreement of the parties.

10.0 TERM

It is the intention of the parties to have an on-going relationship. The term of this Memorandum of Understanding shall begin on the effective date herein and expire at the end of the following calendar year. Subject to mutual agreement of the parties the term may be extended by one or more calendar years.

11.0 TERMINATION / DISSOLUTION

Participation in this Memorandum of Understanding is voluntary. Either party may suspend or terminate its involvement in this Memorandum of Understanding at any time subject to

notifying the other party in writing ninety days in advance of the intended date of suspension or termination.

EFFECTIVE DATE

This Memorandum of Understanding shall be in effect as of this date: _____

AUTHORIZATION

This Memorandum of Understanding is not a formal undertaking and is not intended as a legally enforceable contract. This Memorandum of Understanding simply intends that the signatories will strive to fulfill, to the best of their abilities, the content and responsibilities stated herein.

James Kay
City of Kelowna

Michelle Kam

Toby Frisk, Chair
Friends of the Rail Trail Society

Matt Vader
District of Lake Country

Mike Fox
Regional District of North Okanagan

Victor Rumbolt
Okanagan Indian Band