

LEBANON CREEK GREENWAY REGIONAL PARK  
MANAGEMENT AND REGULATION CONTRACT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

CITY OF KELOWNA  
A municipal corporation having offices at  
1435 Water Street  
Kelowna, British Columbia, V1Y 1J4

(the "City")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN  
A regional district having offices at  
1450 KLO Road  
Kelowna, British Columbia, V1W 3Z4

(the "Regional District")

OF THE SECOND PART

WHEREAS the Regional District intends to manage the Park across those City of Kelowna lands shown on Schedule 'A' forming a portion of Lebanon Creek Greenway Regional Park ("Lebanon Creek");

AND WHEREAS for the purposes of this Agreement it is acknowledged and agreed that those lands shown on Schedule 'A' constituting Lebanon Creek are deemed to be designated for use as a Regional Park pursuant to the Local Government Act;

AND WHEREAS the Regional District where applicable may, by bylaw, make rules and regulations governing the management, regulation, operation and maintenance of lands in a Regional Park and exercise all powers of a Regional District pursuant to the *Local Government Act*.

AND WHEREAS the parties have entered into this Agreement pursuant to the Community Charter and the *Local Government Act* to establish the terms and conditions of the management, regulation, operation and maintenance of Lebanon Creek by the Regional District.

NOW THEREFORE in consideration of the mutual promises set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Term**

The term of this Agreement shall be for five (5) years.

**2. Lebanon Creek as Regional Park**

The parties hereby agree that for the purposes of this Agreement the City of Kelowna lands as identified on Schedule 'A' constituting Lebanon Creek are deemed to be licensed for use as a Regional Park pursuant to the *Local Government Act*.

**3. Management, Regulation, Operation and Maintenance of the Lebanon Creek**

The Regional District shall manage, regulate, operate and maintain Lebanon Creek as a Regional Park including the following:

- a) Operate, maintain, and manage Lebanon Creek in accordance with set practices for operating, maintaining, and managing Regional Parks and the standards as set forth in Schedule 'B';
- b) Enforcement of all rules, regulations and policies applicable to Lebanon Creek including Regional District Regional Parks Regulation Bylaw No. 1105 and any future amendments to the bylaw;
- c) Provision of all public information services concerning Lebanon Creek.

**4. Limitation on Regional District Responsibilities**

- a) The Regional District shall be solely responsible for management, regulation, operation and maintenance of the surface of the lands and amenities of Lebanon Creek including, flora and fauna, weed control, trees, trail surfaces, pest control, vandalism, snow and ice control, park furniture and structures, litter control, management of any hazards (including fire hazards), and responsibility for any other park amenities of Lebanon Creek. The obligations of the Regional District shall include but not limited to:
  - i) Trails;
  - ii) Footbridge;
  - iii) Signs and kiosks;
  - iv) Benches;
  - v) Fencing;
  - vi) Trail heads;
  - vii) Viewpoints;
  - viii) Crib steps.

- b) The obligations of the Regional District under this Agreement shall not include any aspect of the control of Lebanon Creek, dikes, flood control, highways or vehicular bridges, provided that the Regional District shall not engage in any undertaking that inhibits Lebanon Creek flood control works including, without limitation, works involving the creek, dikes, bridges or highways.
- c) The Regional District agrees to notify and inform the City when a project of significance which is outside of regular maintenance is being considered.

## **5. Authority to Regulate, Prohibit and Control**

The Regional District shall have full power and authority to regulate, prohibit and control entry to and use of Lebanon Creek by all persons to the full extent of authority mandated for a Regional Park. The Regional District acknowledges and agrees that all authorities having jurisdiction shall be entitled to unlimited access to Lebanon Creek, consideration must be given by those jurisdictions to notify the Regional District of access requirements.

## **6. Permits**

The Regional District shall have full power and authority to require and authorize permits from individuals, groups, corporations, or others for all special event uses, maintenance access, and any other such access deemed appropriate by the Regional District within Lebanon Creek from time to time.

## **7. New Contract**

The parties agree that at the end of the term of this Agreement the parties shall, without obligation, review the terms of this Agreement for the purpose of negotiation of a new agreement for a further term of five (5) years. During the period of negotiation the terms and conditions of this Agreement shall continue to be in full force and effect until either party advises the other that negotiations are at an end or the parties enter into a new agreement.

## **8. Notice of Termination**

Either party may terminate this Agreement by resolution of the Regional Board or City of Kelowna Council with one (1) year's notice delivered in writing to the CAO for the Regional District or City Manager for the City.

## **9. Insurance**

### **General:**

- a) Without in any way limiting the obligation or liabilities of the Regional District, the Regional District shall keep in force during the term of this Agreement, the insurance coverage listed in this article.
- b) The Regional District shall at the date this Agreement is signed, submit to the City, a certificate for all the insurance policies required under this article or certified copies of these insurance policies (if required), and shall also provide to the City from time to time, as may be required, satisfactory proof that such policies are still in full force and effect.

- c) The Regional District agrees to give the City at least thirty (30) days written notice in advance of any change, amendment or cancellation of any insurance policy required under this Agreement to be delivered to the City or forwarded by registered mail.

**Comprehensive General Liability Insurance:**

- d) The Regional District shall maintain comprehensive general liability insurance for an inclusive limit of not less than \$5,000,000.00 for each occurrence or accident, the City of Kelowna shall be added as additionally insured.

**Environmental Impairment Liability Insurance:**

- e) The Regional District shall use reasonable efforts to obtain Environmental Impairment Liability insurance in an amount of no less than \$1,000,000.00 for all claims for:
  - i) bodily injury and illness (including death);
  - ii) loss of use of or loss or impairment of or damage to property;
  - iii) impairment or diminution of or other interference with any other right or amenity protected by law caused by environmental impairment in connection with the performance of this Agreement.
- f) In the event that the Regional District is successful in obtaining Environmental Impairment Liability insurance the City shall be an additional insured on the policy. The policy shall preclude subrogation claims by the insurer against anyone insured thereunder.

**Automotive Insurance:**

- g) Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Regional District directly or indirectly in the performance of this agreement. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

**10. City Responsibilities**

The City shall be responsible for all roads, and vehicular bridges located and associated with Lebanon Creek including traffic control.

With exception to an emergency situation, the City agrees to provide the Regional District with reasonable notice of works that are minor in nature that are being completed by the City or designated contractor which may have operational impact to Lebanon Creek. In the event of major works projects which may have significant impacts to the Regional District's operation of Lebanon Creek, the City agrees to include the Regional District in consultation at the commencement of the project.

**11. Mutual Indemnification**

The parties agree to indemnify and save harmless each other and their respective elected representatives, officers, authorized agents and employees against all liabilities, actions, damages and claims arising out of or in any way connected with the exercise, or failure to exercise, by the Regional District or the City of their respective obligations pursuant to the terms of this Agreement.

**12. Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors at law.

**13. Statutory Functions**

Nothing contained in this Agreement, except as expressly provided, shall impair or affect in any way the exercise by the parties of their respective functions or authority under the enactment, letters patent, bylaw, resolution or other source of authority.

IN WITNESS WHEREOF the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CITY OF KELOWNA  
by its authorized signatory(ies)

\_\_\_\_\_

\_\_\_\_\_

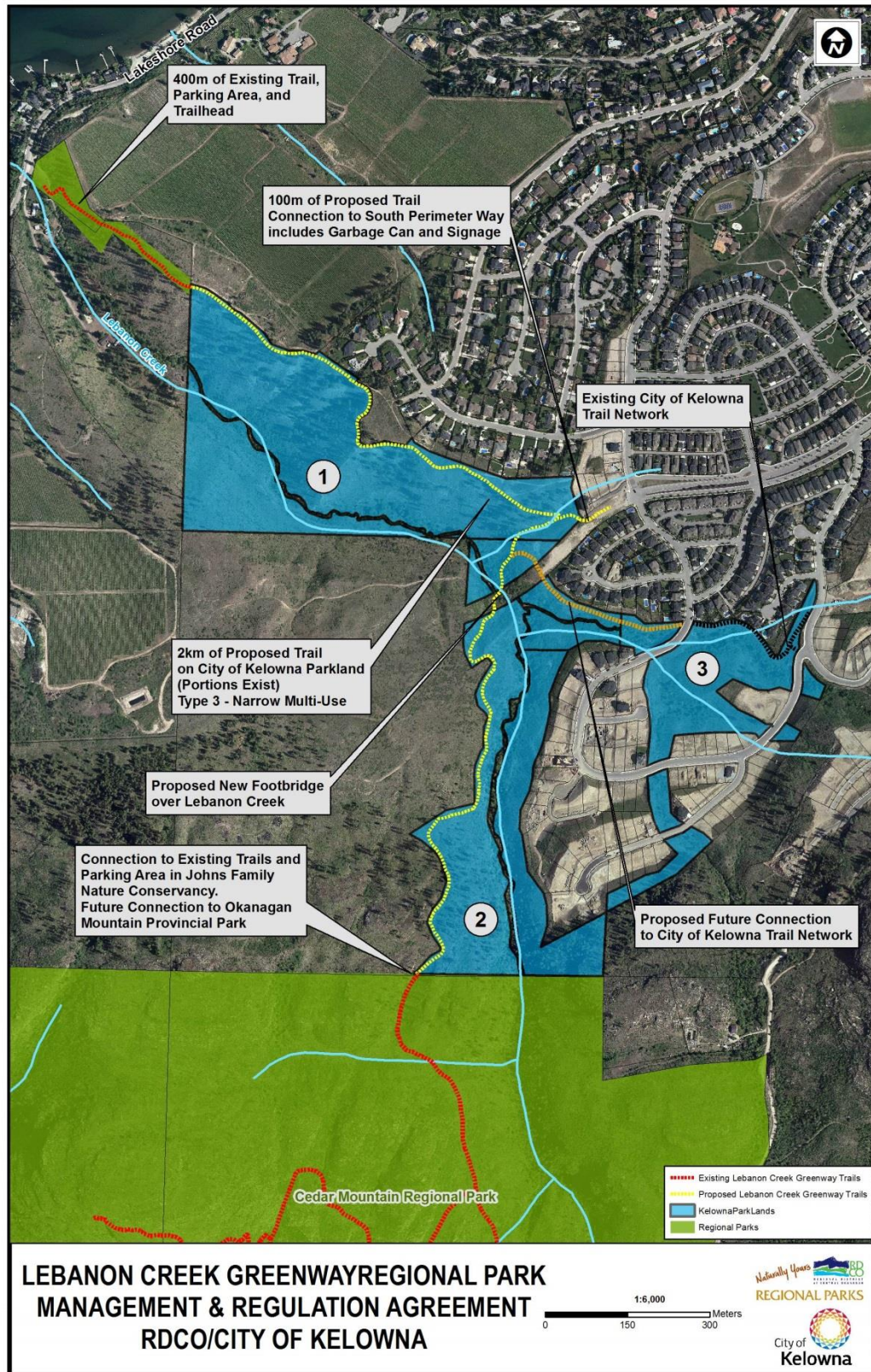
REGIONAL DISTRICT OF CENTRAL OKANAGAN  
by its authorized signatory(ies)

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7/20/2016

## Schedule 'A' – Map of Agreement Lands



**Schedule 'A' cont'd – Property/Legal Description of Agreement Lands**

LEBANON CREEK GREENWAY REGIONAL PARK - CITY OF KELOWNA LAND PARCELS INCLUDED IN THE MANAGEMENT AND REGULATION AGREEMENT					
Current as of March 30, 2016					
PROPERTY ID	TENURE ID	PARK ID	PID	FOLIO	PROPERTY/LEGAL DESCRIPTION
1	29-3	29	027-913-121	21707009.002	South Perimeter Way, Plan K4F89051, Lot A, Section 23, Township 28, Except Plan EP27701, She 42.63ac, Zoning A1/P3.
2	29-4	29	027-983-528	21706933.012	5581 South Perimeter Way, Plan K4F89468, Lot 1, Section 14, Township 28, She 21.79ac, Zoning P3.
3	29-5	29	029-289-963	21706934.660	5618 Mountainside Dr., Plan EP35140, Lot 56, Section 14, Township 28, Size 115.617ac, Zoning CD2.

**Schedule 'B - Maintenance Management Plan**

**LEBANON CREEK GREENWAY REGIONAL PARK - ESTIMATED OPERATIONAL EFFORT**

Maintenance Management Plan/Activities/Labour												Regional Park: Lebanon Creek Greenway											
Activity	Units	Inventory	Time (hrs) Standard	Time(hrs) Occurrence	Frequency for Month												Annual Frequency	Annual Hours	Adjustment	Adjusted Annual Hrs.			
					Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.							
Garbage Removal (Lakeshore/South Perimeter)	Each	2.0	0.1	0.2	1.0	1.0	1.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	1.0	1.0	33.0	5.3	1.2	6.3			
Bench/Picnic Table Care	each	2.0	0.5	1.0			1.0				1.0						2.0	2.0	1.2	2.4			
Structures Maintenance	each	4.0	0.5	2.0			1.0										1.0	2.0	4.0	1.2	4.8		
Sign Maintenance	each	30.0	0.1	2.4			1.0										1.0	2.0	4.8	1.2	5.8		
Weed Removal	m <sup>2</sup>	300.0	0.1	18.0				1.0									2.0	36.0	1.2	43.2			
Trail Maintenance	km	2.5	1.0	2.5			1.0										1.0	2.0	5.0	1.2	6.0		
Parking Maintenance	Each	1.0	2.0	2.0			1.0										1.0	2.0	4.0	1.2	4.8		
Vandalism Repair	Each	1.0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	6.0	3.0	1.2	3.6			
Park Improvements	Each	1.0	8.0	8.0				1.0									2.0	16.0	1.2	19.2			
Natural Area Management	Each	1.0	4.0	4.0			1.0										2.0	8.0	1.2	9.6			
Risk Management Inspections	km	2.5	4.0	4.0													1.0	4.0	1.2	4.8			
Public Relations	Each	1.0	0.1	0.1	2.0	2.0	5.0	5.0	6.0	6.0	6.0	6.0	6.0	5.0	2.0	2.0	53.0	4.2	1.2	5.1			
Planning	Each	1.0	0.5	0.5	1.0	1.0	1.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	1.0	19.0	9.5	1.2	11.4				
Administration	Each	1.0	0.5	0.5	1.0	1.0	1.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	1.0	19.0	9.5	1.2	11.4				
<b>Total Annual Hours</b>																						<b>138.4</b>	

Estimated Total Operational Cost - 2016			
Item	Units	Cost/Unit	Total
Total Maintenance Management/Planning/Activities/Labour	138.4	\$39.75	\$5,501.40
Estimated Total Expenditures - Vandalism			\$750.00
Estimated Total Expenditures - Vehicles/Equipment			\$2,500.00
			\$8,751.40

Note: These costs are estimated and will be verified upon commencement of operations after one year and include both RDCCO and City of Kelowna lands, based on a Phase 1 completion of the trail, Phase 2 will add additional maintenance effort and will include a parking lot and additional trails at the end of South Perimeter Way. Cost/Unit based on median hourly rate and includes benefits.