



**REGIONAL DISTRICT
of Fraser-Fort George**

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**REPORT FOR
COMMITTEE CONSIDERATION**

TO: Chair and Members, Environment and Parks Standing Committee File No.: PK HIC 1.0, PK CED 1.0

FROM: Gina Layte Liston, Senior Manager of Environmental Services

DATE: March 2, 2026

SUBJECT: George Hicks and Cedarside Regional Parks Grant – Columbia Basin Trust Contribution Agreement
 SUMMARY: Purpose: Consider Approval of the Contribution Agreement
Attachments: Proposed George Hicks and Cedarside Regional Parks Grant – Columbia Basin Trust Contribution Agreement

Previous Reports: None

RECOMMENDATION(S):

1. THAT the report dated March 2, 2026, regarding “George Hicks and Cedarside Regional Parks Grant – Columbia Basin Trust Contribution Agreement” be received for information.
2. THAT the Committee recommend to the Board that the George Hicks and Cedarside Regional Parks Grant – Columbia Basin Trust Contribution Agreement, as attached to the report dated March 2, 2026, be approved.

ENTITLEMENT	HOW VOTE COUNTED
All 1 Director/1 vote	Majority
All 1 Director/1 vote	Majority

ISSUE(S):

The Columbia Basin Trust (CBT) has confirmed a grant in the amount of \$125,000 to support capital enhancements at George Hicks and Cedarside Regional Parks for the period April 1, 2026 to March 31, 2028.

This funding is a recent development and was not anticipated or incorporated into the 2026–2030 Financial Plan. The Contribution Agreement establishes the terms, conditions, and eligibility requirements for use of the funds; however, specific capital projects to be funded under the Program have not yet been identified. Administration will assess eligible enhancement opportunities within George Hicks and Cedarside Regional Parks and incorporate into the 2026 to 2028 workplans.

The Grant may only be used for eligible capital enhancements on parks located within the Columbia Basin Trust region. The Grant is focused on accessibility, visitor safety, and climate resilience. It cannot be used for routine maintenance, staff wages, programming, or other ineligible costs as defined in the Agreement.

The Committee is being asked to recommend to the Board to approve the George Hicks and Cedarside Regional Parks Grant – Columbia Basin Trust Contribution Agreement.

RELEVANT POLICIES:

1. Regional District of Fraser-Fort George Delegation Bylaw No. 3276, 2022
 - provides sole-sourced contracts over \$100,000 to be approved by the Board
2. 2020 Regional Parks Plan:
 - provides guidance for Regional Parks operation and maintenance

STRATEGIC PRIORITIES ALIGNMENT:

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Indigenous and Intergovernmental Partnerships | <input type="checkbox"/> Organizational Strength and Adaptability | <input checked="" type="checkbox"/> Quality Community Services | <input checked="" type="checkbox"/> Environmental Stewardship and Climate Action |
| <input type="checkbox"/> Awareness and Engagement | <input type="checkbox"/> Statutory or Routine Business | | |

SERVICE RELEVANCE:

The Grant provides an opportunity to advance capital enhancements at George Hicks and Cedarside Regional Parks that improve accessibility, safety, and climate resilience, without increasing the financial burden on the Regional Parks Service. The specific enhancements to be undertaken will be determined following further technical review and cost analysis by staff.

FINANCIAL CONSIDERATION(S):

The Columbia Basin Trust will provide a total grant of \$125,000.

This funding represents new external revenue that was not included in the adopted Financial Plan. Upon receipt of the initial payment, a revenue and expenditure budget amendment will be brought forward to incorporate the grant into the Regional Parks Service budget (5001).

DECISION OPTIONS:

1. Approve recommendations.
 - a recommendation will be provided to the Board that the George Hicks and Cedarside Regional Parks Grant – Columbia Basin Trust Contribution Agreement” as attached to this report, be approved.

Other Options:

- a. Do not make the recommendation to the Board to approve the George Hicks and Cedarside Regional Parks Grant – Columbia Basin Trust Contribution Agreement
 - The Regional District would not enter into the Agreement and would forgo the \$125,000 external funding opportunity for eligible capital enhancements at George Hicks and Cedarside Regional Parks.

COMMENTS:

Environmental Services Administration recommends approval of the “George Hicks and Cedarside Regional Parks Grant – Columbia Basin Trust Contribution Agreement.” The grant provides external funding toward eligible capital improvements that enhance accessibility and visitor safety within George Hicks and Cedarside Regional Parks and supports the Regional District’s strategic priorities related to Quality Community Services and Environmental Stewardship and Climate Action.

Respectfully submitted,

“Gina Layte Liston”

Gina Layte Liston
Senior Manager of Environmental Services

GLL:jt

CONTRIBUTION AGREEMENT

REGIONAL DISTRICT OF FRASER-FORT GEORGE

155 George Street
Prince George, BC V2L 1P8

('Recipient')

COLUMBIA BASIN TRUST

Suite 300, 445 – 13th Avenue
Castlegar, BC V1N 1G1

('Trust')

WHEREAS in accordance with the Trust's purposes as set out in the *Columbia Basin Trust Act*, the Trust wishes to provide a grant for the project described in Schedules 'A' and 'B' (Project) to be carried out by the Recipient and the Recipient has the capacity to carry out the Project.

NOW THEREFORE this Agreement witnesses that, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. TERMS OF THE AGREEMENT

- 1.1 This Agreement will commence on February 15, 2026 and will, subject to Section 6 hereof, terminate on receipt and the Trust's approval of the Recipient's Final Report (as described in Schedule A hereto).
- 1.2 The obligations set out in Sections 9, 11 and 18.5 continue after the end of this Agreement.

2. PROJECT

- 2.1 The Recipient will undertake the Project described in Schedules A and B hereto in accordance with the terms of this Agreement.
- 2.2 The Recipient will not make any material changes to the Project without the prior written consent of the Trust.
- 2.3 Information used to support this Agreement that has been provided by the Recipient, either through an application process, funding request, or other submission, will be relied upon and considered accurate. The Recipient will immediately notify the Trust of any changes to any information provided to the Trust that relates to this Agreement.

3. GRANT

- 3.1 The Trust will provide a grant to the Recipient in the amount of \$125,000 (the 'Grant'), such Grant to be payable in the amounts and at the times described in Schedule A hereto.
- 3.2 The Recipient will use the Grant only for the purpose of carrying out the Project.
- 3.3 If the Project is cancelled subsequent to the commencement of this Agreement, the Recipient will immediately thereafter return the Grant to the Trust, or in the event a portion of the Grant has been expended, the amount then remaining, along with an accounting of all expenditures.
- 3.4 If, at the conclusion of the Project, a portion of the Grant remains unexpended, the Trust may agree that the unexpended portion be used for

other projects of the Recipient. If the Trust does not so agree, then:

- a. if the Trust is the sole contributor to the Project, the Recipient will return the unexpended portion of the Grant to the Trust; or
- b. if the Trust is one of a number of contributors to the Project, the Recipient will return the Trust's proportionate share of the unexpended portion of the total contributions to the Project to the Trust.

- 3.5 An obligation on the Trust to make a payment under this Agreement is dependent on budget approval of funds by the Trust for the fiscal year in which the payment is to be made, regardless of any other provision in this Agreement.

4. REPORTING

- 4.1 The Recipient will report to the Trust regarding the Project as described in Schedule A.

5. ACKNOWLEDGEMENT OF THE TRUST CONTRIBUTION

- 5.1 The Recipient will use its best efforts to acknowledge the Trust's financial contribution to the Project by including the Trust's name and logo on Project-related materials.

6. EARLY TERMINATION

- 6.1 If a material provision of this Agreement is breached by the Recipient, the Trust may terminate this Agreement immediately on written notice to the Recipient.
- 6.2 In the event of a termination described in Section 6.1, the Trust will pay only such portion of the Grant not then advanced pursuant to Schedule A for Project costs up to the effective date of termination, which costs will not exceed the amount of the Grant.

7. ASSIGNMENT OF GRANT

7.1 The Recipient will not assign this Agreement or the Grant or any part thereof without the prior written consent of the Trust.

8. RECIPIENT'S REPRESENTATIONS AND WARRANTIES

8.1 The Recipient represents and warrants that:
a. If it is a corporation or other statutory entity duly incorporated or created under its applicable corporate legislation it is in good standing under the laws of each jurisdiction in which it is required to be registered and will maintain its corporate existence in good standing during the term of this Agreement;
b. it has the power and authority to enter into this Agreement; and
c. it has the power, authority and capacity to carry out the Project.

9. INDEMNITY

9.1 The Recipient will indemnify and save harmless the Trust, its officers, directors, employees, servants and agents from and against any and all claims and demands, including personal injury or death, arising from the Recipient's implementation of the Project except to the extent that such loss is caused or contributed to by the negligence of the Trust.

10. FURTHER ASSURANCES

10.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

11. FINANCIAL MANAGEMENT AND AUDIT

11.1 The Recipient agrees to maintain accurate financial records with supporting receipts for the Project and will provide the same to the Trust on request.
11.2 The Recipient agrees to permit the Trust, its agents and/or its auditors to inspect, and obtain copies on request, at all reasonable times, including subsequent to the termination of this Agreement, all records related to the Project.

12. SEVERABILITY OF PROVISIONS

12.1 The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement and any invalid provision will be deemed to be severed.

13. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

13.1 A failure to perform any obligation under the Agreement that results from any matter beyond the control of the parties, including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot

or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against or from, will not be considered to be a breach of any term of the Agreement.

14. NOTICES

14.1 Any notice or communication required to be given under the Agreement will be in writing and will be delivered personally or by courier, electronic mail or facsimile addressed to the other party at the address provided above or at such other address as either party will later designate to the other in writing.

15. DISPUTE RESOLUTION

15.1 If a dispute should arise regarding this Agreement, the parties agree to attempt to resolve such dispute by discussion.
15.2 Any dispute which cannot be resolved within thirty (30) days pursuant to Section 15.1 will be resolved by mediation. The Trust and the Recipient will agree on the choice of mediator and will share the cost equally.

16. AMENDMENT AND INTERPRETATION

16.1 No amendment of this Agreement will be valid unless it is agreed to in writing and signed by the parties hereto. The Trust may, in its sole discretion, waive one or more terms of the Agreement and any such waiver must be in writing.
16.2 In the event of a conflict or inconsistency in any provision in any Schedule or other attachment to this Agreement and the main body of this Agreement, the main body of this Agreement will prevail.

17. INSURANCE

17.1 The Recipient will maintain insurance coverage for all risks arising from the Project in such amounts and with such insurers as are appropriate having regard to the nature of the Project and the risks associated therewith.

18. GENERAL

18.1 This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of British Columbia.
18.2 This Agreement constitutes the entire agreement between the parties pertaining to the matters contemplated hereby.
18.3 Nothing contained in this Agreement will be construed to place the parties in the relationship of agent and principal, master and servant, settlor and trustee, partners or joint ventures and neither party will have any right to obligate or bind the other party in any manner.

18.4 Time is of the essence hereof.
18.5 The Recipient acknowledges that the Trust is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the Trust may be required by law to disclose information relating to the Recipient, this Agreement, the Project, any associated reporting, and the Grant. The Recipient consents to the release of such information and acknowledges that this consent is made pursuant to Section 33.1(1) of the *Freedom of Information and Protection of Privacy Act*. The Recipient agrees that the

Trust may disclose the Recipient's name, location and the amount and nature of any related funding to the public, individuals or any other entity in furtherance of the Trust's public purposes.

18.6 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

18.7 All parties agree that participation in this project is without prejudice to the aboriginal title and rights of any First Nation, Band or members thereof.

This Agreement has been executed on behalf of the Trust and the Recipient as of the dates indicated below:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

COLUMBIA BASIN TRUST

Signed by:

Signed by:



Name:

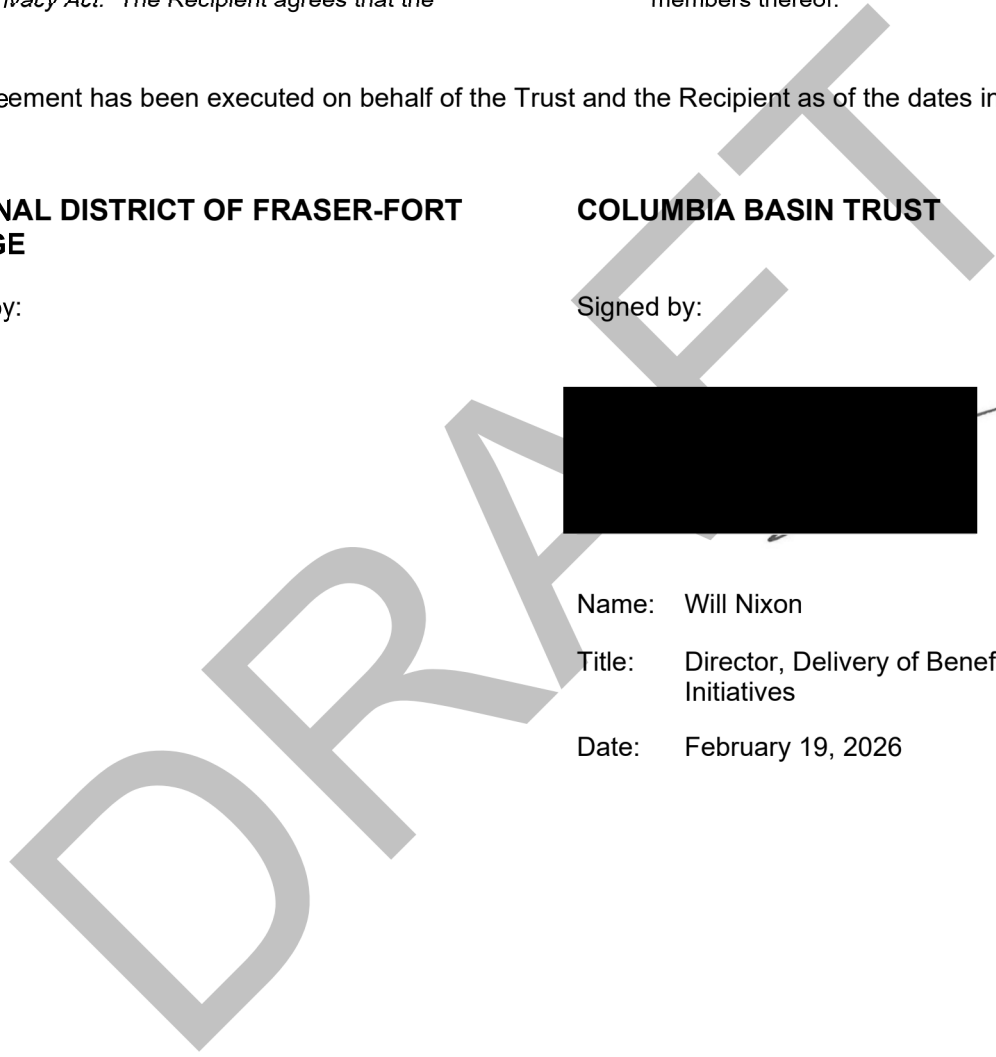
Name: Will Nixon

Title:

Title: Director, Delivery of Benefits & Special Initiatives

Date:

Date: February 19, 2026



SCHEDULE A

Project: Regional District of Fraser-Fort George Regional Park Enhancement Program 2026-2028

A. Project Description

The purpose of the Project is in furtherance of the public purpose of the Trust and is specifically to support the Regional District of Fraser-Fort George to install or upgrade Regional Park infrastructure to enhance accessibility, visitor safety, and climate resilience.

For the purpose of this agreement, the Grant is provided for the following Project Years:

1. Year One: April 1, 2026 to March 31, 2027
2. Year Two: April 1, 2027 to March 31, 2028

The Recipient acknowledges its understanding that this Grant is the final Trust contribution for these activities to the Recipient.

B. Duties and Deliverables

The Recipient will be responsible for all aspects of the supervision and administration of the Project, including:

1. using the Grant only for eligible expenses outlined in Schedule B of this Agreement;
2. ensuring the Grant is used only for enhancements located within George Hicks and Cedarside Regional Parks;
3. ensuring the Grant is not used to support Regional District of Fraser-Fort George staff wages;
4. ensuring the Grant is not used to support activities that are regularly undertaken by the Recipient as the responsible entity for park ownership and operation or that are part of the Recipient's obligations for parks as a local government entity; and
5. ensuring all necessary regulatory permits and approvals are acquired for the Project and adhered to.

C. Reporting Schedule

The Recipient will report as follows:

1. A Workplan for Year One due on or before June 15, 2026;
2. A Workplan for Year Two and an Annual Report for Year One due on or before June 15, 2027, which must include, but is not limited to:
 - a. a summary of how the Recipient met the Duties and Deliverables as outlined above; and
 - b. a detailed financial report outlining all revenues and expenses of the Project;
3. A Final Report due on or before June 15, 2028, which must include, but is not limited to:
 - a. a summary of how the Recipient met the Duties and Deliverables as outlined above; and
 - b. a detailed financial report outlining all revenues and expenses of the Project.

D. Payment Schedule

The Trust will pay the Recipient as follows:

1. \$60,000 within 20 business days upon receipt of this fully signed Agreement;
2. \$52,500 by August 15, 2027; and
3. \$12,500 by August 15, 2028.

SCHEDULE B

Project: Regional District of Fraser-Fort George Regional Park Enhancement Program 2026-2028

A. Eligible Activities

The following activities are eligible uses of the Grant:

1. Capital enhancements that improve accessibility, including:
 - wheelchair-accessible and inclusive washroom facilities or changing facilities;
 - outdoor kitchen, drinking water and seating facilities, such as accessible countertop surfaces, water taps and picnic tables;
 - access/transport pathway development or resurfacing with accessible materials (e.g., rubber surfacing or tile, crushed gravel, or boardwalks);
 - site-specific accessibility or family-friendly improvements (e.g., ramps and handrails, seating)
 - braille and tactile, audio-supported or QR coded wayfinding and interpretive signage for accessible navigation;
 - accessible beach infrastructure (wheelchair beach mats); and
 - inclusive and accessible playground features for children with diverse abilities;
2. Capital enhancements that reduce hazards and improve visitor awareness, including:
 - the new addition of guardrails and handrails along steep slopes, bridges or boardwalks;
 - the new addition of solar-powered or energy-efficient lighting for parking areas, main pathways, or trailheads for areas that were not previously illuminated; and
 - the new addition of emergency communications (e.g., emergency call boxes or signage with GPS coordinates);
3. Capital enhancements that help parks adapt to the impacts of climate change, including extreme heat, flooding, wildfire, and changing ecosystems, including:
 - shade or cooling features, such as misting stations, trees, or shade structures;
 - green stormwater management, such as bioswales, rain gardens, and permeable surfaces to reduce flooding and/or erosion; and
 - climate resilient landscaping, including wetland rehabilitation, native planting, erosion control, and natural shade;
4. Planning costs, not to surpass 5% of any of the above capital enhancement costs for any one project, including architectural or landscape architectural designs and drawings.

B. Ineligible Activities

The following activities are ineligible uses of the Grant:

1. activities that are regularly undertaken by the Recipient as the responsible entity for park ownership and operation or that are part of the Recipient's obligations for parks as a local government entity:
 - the development of park management or stewardship plans;
 - regular/routine maintenance or repair;
 - upgrades to infrastructure not designed for visitor comfort, recreation or navigation, including roads, sidewalks, street lights, offices, maintenance buildings, storage, ranger stations, etc.;
 - accessibility requirements already included in relevant local government plans (e.g., Official Community Plan), bylaws, and policies; and
 - development or upgrades to fee-for-service facilities, including campsites;
 - landscaping that is not climate resilient;

- fuel management, including burning, thinning, or chipping to reduce forest fuel accumulations;
- the removal of invasive species;
- portable or removable items and/or equipment; and
- any programming, including recreation.

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