

**COOPERATING AGREEMENT**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA  
as represented by the  
MINISTER OF ENVIRONMENT AND PARKS  
(the "Province")**

- and -

**THE GREATER BRAGG CREEK TRAILS ASSOCIATION  
a Society incorporated pursuant to the Societies Act (Alberta)  
(the "Society")**

**WHEREAS:**

- a) The Society has an Agreement with the Minister of Tourism, Parks and Recreation dated March 16, 2009 under which the Society has partnered with the Province to plan, develop and maintain a network of multi-user non-motorized recreational trails in the West Bragg Creek Area. The development of the multi-user non-motorized recreational trails is addressed in the "All Season Trail Plan for West Bragg, Kananaskis Country (September 12, 2010)". The implementation of a fuel storage and dispensing solution is addressed in the "West Bragg Creek Fuel Storage Project Charter" dated November 1, 2018.
- b) The Agreement with the Minister of Tourism, Parks and Recreation dated March 16, 2009 expires on March 31, 2019. The Society and the Province want to enter into a new agreement with respect to the West Bragg Creek Provincial Recreation Area and the portion of the Kananaskis Public Land Use Zone covering the trail network described in the "All Season Trail Plan for West Bragg, Kananaskis Country (September 12, 2010)".
- c) The Province has responsibility for public land, certain parks, recreation and protected areas. The Kananaskis Public Land Use Zone is a multiple use landscape with various commercial, industrial and recreational activities that need to integrate and coexist.

**NOW THEREFORE** in consideration of their mutual promises, the Province and the Society agree as follows:

**Article 1 - Definitions**

1.1 In this Agreement:

- a) “AEP” means Alberta Environment and Parks;
- b) “Days” means calendar days;
- c) “Designated Official” means the individual designated by the Parties in Article 7 of this Agreement;
- d) “Effective Date” means April 1, 2019;
- e) “Party” or “Parties” means the Society and the Province;
- f) “PLUZ” means the Kananaskis Public Land Use Zone;
- g) “PRA” means the Provincial Recreation Area Schedule “A”;
- h) “Site” means:
  - (i) the West Bragg Creek Provincial Recreation Area, including the Trail Centre Trailer and two Maintenance Buildings, as shown on Schedule “A”;
  - (ii) the portion of the Kananaskis Public Land Use Zone covering the trail network described in the “All Season Trail Plan for West Bragg, Kananaskis Country (September 12, 2010)”, as may be amended or replaced during the Term, as shown on Schedule “A”; and
  - (iii) any other adjacent recreation infrastructure on Crown Land that is mutually agreed to by the Province and the Society;
- i) “Society” means the Greater Bragg Creek Trails Association;
- j) “Term” means the period beginning on the Effective Date and ending on December 14, 2027 and any period of renewal or extension of this Agreement;
- k) “TFA” means Temporary Field Authorization;
- l) “Work Plan” means the description of the activities to be undertaken on the Site by the Society for a minimum period of 12 months and up to a maximum period of 36 months, commencing on April 1 of each year; and
- m) “Workers” means Society volunteers, employees and contractors.

- 1.2 All terms defined in this Agreement will have such defined meanings when used in any schedule, instrument, certificate, report, agreement or other document made or delivered pursuant to this Agreement, unless the context otherwise requires.

## **Article 2 - Term**

- 2.1 Notwithstanding the date on which this Agreement is signed by the Society and the Province, this Agreement shall come into effect on April 1, 2019 and expire on December 14, 2027, unless sooner terminated or extended in accordance with the terms of this Agreement.
- 2.2 This Agreement may be renewed or extended upon such terms as may be determined by the Society and the Province at least three (3) months prior to the expiration of this Agreement or such later date as may be agreed in writing between the Parties.

## **Article 3 - Purpose of Agreement**

- 3.1. The purpose of this Agreement is to:
- a) provide a clear understanding of the respective roles and responsibilities of the Society and the Province with respect to the Site; and
  - b) provide a framework for continued co-operation and support between the Society and the Province.

## **Article 4 – Cooperating Activities of the Society**

- 4.1 It is understood and agreed that the Society's cooperating activities under this Agreement are those activities described in the objects of the Society as set out in Schedule "B". The Society agrees to carry out its objects in cooperation with the Province.
- 4.2 The Society shall obtain prior written approval from the Province:
- a) for all trail signage posted within the Site; and
  - b) of all Work Plans.
- 4.3 The Society shall, upon receipt of a written request, provide the Province with copies of any public information used by the Society at the Site. Public information that may be requested by the Province includes, but is not limited to, posted notices, handouts and maps. The Province agrees that the Society's business, financial and corporate records are not considered information used by the Society at the Site.
- 4.4 The Province shall approve any public information physically posted or available at the Site, including but not limited to signs, handouts and maps. There is no approval required for information posted on the Society's website or for use of the computer located at the Site.
- 4.5 Subject to the approval of the Province, the Society may make additional improvements to the Site, support educational and non-motorized recreational activities, resource management

and tourism, and may charge the public for goods and services subject to applicable legislation.

- 4.6 The Society shall not make use of the Site for any purpose other than what is set out in this Agreement.

#### **Article 5 – Legal Status, Revenue, Financial Records and Volunteer Hours**

- 5.1 The Society shall maintain itself in good standing under the Alberta *Societies Act*, RSA 2000, c S-16.
- 5.2 The Society agrees to:
- a) notify the Province of any change to its objects or By-laws; and
  - b) provide the Province with a list of the names and contact information of its Directors and Officers on execution of this Agreement and on any change to its Directors and Officers.
- 5.3 The Society understands and agrees that the Society is not an employee, agent or contractor of the Province but an independent organization and that Workers are not employees, agents or contractors of the Province.
- 5.4 This Agreement is not intended to result in any private financial benefit for any member of the Alberta Public Service, any member of the Legislative Assembly of Alberta or any volunteer of the Society. The Society shall be permitted to hire staff who are also volunteers of the Society as long as it fits with the objects of the Society set out in Schedule “B”.
- 5.5 AEP employees may be members of the Society, however AEP employees in the AEP Operations Division or the AEP Parks Division who have direct employment responsibilities in respect of the Site, shall not serve as officers or directors of the Society, shall not negotiate or execute contracts on behalf of the Society, shall not issue cheques or make payments on behalf of the Society, shall not be paid by the Society, and shall not serve as designates of the Society in dealings with the Province.
- 5.6 The Society is responsible for raising the funds required to carry out the Society’s cooperating activities set out in Schedule “B”.
- 5.7 The Province understands and agrees that the extent to which the Society can carry out its cooperating activities depends on the funding the Society can raise on an annual basis during the Term.
- 5.8 The Society will, upon reasonable notice from the Province, provide copies of its annual financial statements and volunteer hours summary, including Kananaskis Country specific information, to the Province.

## **Article 6 – Cooperating Activities of the Province**

- 6.1 It is understood and agreed that the Province's roles and responsibilities under this Agreement are to support the Society in the carrying out of its objectives and, to that end, the Province agrees to do those cooperating activities set out in Schedule "C" and such other cooperating activities as may be agreed upon in writing by the Province during the Term of this Agreement.
- 6.2 Nothing in this Agreement requires the Province to provide funding to the Society, to keep the Site open or to operate the Site in a particular way.
- 6.3 The Province has the authority and responsibility for public safety at the Site and may need to:
- a) temporarily close all or a portion of the Site whenever it is advisable for any reason including wildlife, accidents, wind, flood, fire hazard, pollution or public safety until the danger or threat has passed; and
  - b) respond to emergencies and undertake rescues.
- 6.4 The Society shall promptly:
- a) co-operate with any closure of the Site; and
  - b) take direction from Kananaskis Country Public Safety during emergencies and first response.
- 6.5 The Province shall not be liable for any damage, expense or loss of the Society as a result of any temporary closure of all or a portion of the Site.
- 6.6 Except for negligence of the Province causing direct loss, the Province is not liable for any damage, expense or loss of the Society from any cause including strikes, acts of God, vandalism or other interference with the Society, the Society's assets or the Site.

## **Article 7 - Designated Officials**

- 7.1 The following Designated Officials will have overall administrative responsibility for this Agreement and will be responsible for identifying any issues that may arise in the implementation and operation of this Agreement, and will be the designated representative of the Province for meetings as set out in Section 13:
- a) For the Province (as it relates to the Parks Division):

Mr. Michael Roycroft  
Area Manager, Specialized Facilities and Trails  
Alberta Parks, Kananaskis Region  
Canmore Nordic Centre

Environment and Parks  
100 1988 Olympic Way  
Canmore, AB T1W 2T6  
Phone: (403) 678-2400 (Ext: 104)  
Fax: (403) 678-5696  
E-mail: [michael.roycroft@gov.ab.ca](mailto:michael.roycroft@gov.ab.ca)

For the Province (as it relates to the Operations Division):

Mr. Brad Jones  
Resource Manager  
Alberta Environment and Parks  
8660 Bearspaw Dam Road NW  
Calgary, Alberta  
T3L 1S4  
Phone: (403) 875-4762  
Fax: (403) 297 8803  
E-mail: [brad.jones@gov.ab.ca](mailto:brad.jones@gov.ab.ca)

b) For the Society: The President  
P.O. Box 1379  
Bragg Creek, AB T0L 0K0  
Phone: See List of Directors and Officers  
E-mail: See List of Directors and Officers

- 7.2 The Parties may designate an alternate individual for a specified period of time or change their Designated Official or the address, telephone number, and e-mail address of their Designated Official by written notice to the other Party.
- 7.3 The Designated Officials may assign other individuals to administer the Society's and the Province's day-to-day activities or operations at the Site.

#### **Article 8 – Decision Making and Resolution of Disputes**

- 8.1 The Society and the Province agree to make all reasonable efforts to reach consensus on decisions on the management and operation of the Site.
- 8.2 If a consensus is not reached and the Society disputes a decision or direction of an AEP employee, the Society's Designated Official shall give the Province's Designated Official written notice of the objection and detailed reasons for the objection. The Province's Designated Official shall respond to the objection in writing to the Society's Designated Official with detailed reasons. The Society may appeal the decision of the Province's Designated Official by giving written notice of the appeal and detailed reasons for the appeal to the South Saskatchewan Region Regional Resource Manager or the Kananaskis Regional Director for Parks Division. The Society agrees that the decision of the Regional Resource Manager or Kananaskis Regional Director is final.

## **Article 9 – Conduct and Operations of the Society**

- 9.1 The Society shall keep any equipment, materials, supplies and tools owned by the Province, that are in the custody of the Society, in secure storage when not in use by the Society and shall ensure that the items are used only for the purposes for which the items are designed or intended and that the items are properly maintained.
- 9.2 Subject to the equipment, materials, supplies and tools provided by the Province, the Society agrees to provide any vehicles, equipment, supplies and tools required to carry out the cooperating activities and agrees to train its Workers in the proper use and operation of the vehicles, equipment, tools and supplies.
- 9.3 The Society is responsible for recruiting, co-ordinating and supervising Workers carrying out the cooperating activities at the Site.
- 9.4 The Society shall ensure that the Workers:
- a) are readily identifiable to the public;
  - b) are knowledgeable about the Site and permitted conduct in respect of the Site;
  - c) provide quality public service in accordance with the Province’s relevant plans, procedures, policies, terms and conditions, and standards; and
  - d) refrain from anything that would negatively affect the reputation and enjoyment of the Site or Crown Land in general.
- 9.5 The Society shall comply with all applicable statutes and regulations including, but not limited to, the *Occupational Health and Safety Act* and the *Worker’s Compensation Act*. In particular, the Society shall inform itself and cause its employees and volunteers to inform themselves as to their respective legal responsibilities under the *Occupational Health and Safety Act*, regulations and adopted code and shall comply with any existing and future directives/policies that the Province may implement as it relates to occupational health and safety management, especially for volunteers.
- 9.6 The Province acknowledges that the Society has developed a comprehensive Occupational Health and Safety Manual governing the activities carried out on the Site. The Society agrees to carry out its activities in accordance with its Occupational Health and Safety Manual.
- 9.7 The Society shall immediately inform the Province of accidents and unsafe conditions or activities at the Site that come to the Society’s attention.
- 9.8 The Society agrees to implement and abide by the Government of Alberta’s Respectful Workplace Policy in its dealings with the Province. The Society agrees to develop and implement its own Respectful Workplace Policy for its Workers.
- 9.9 The Society shall comply with, and ensure that its employees, subcontractors, members and agents comply with, the *Lobbyists Act* (Alberta).

9.10 The Society will engage in good faith with other Societies, and Crown land users under tenure or disposition, operating on or adjacent to the Site. It is expected that the Society will work with these groups for resolution of issues, but ultimately provide their concerns in writing to the Province.

**Article 10 – Space for the Society at the Site**

10.1 The Province and the Society acknowledge that the West Bragg Creek Provincial Recreation Area, as shown on Schedule “A” has a Trail Centre Trailer and two Maintenance Buildings as follows:

- a) The Trail Centre Trailer is a temporary mobile trailer and the Society owns and is responsible for all maintenance and repairs; and
- b) The two Maintenance Buildings are permanent structures and they are the property of the Province. These two Maintenance Buildings are used by both the Province and the Society for storing and maintaining vehicles, equipment, tools and supplies. The Society also uses these two Maintenance Buildings for carrying out their cooperating activities. The responsibility for the maintenance, repair, upkeep, and utilities on these two Maintenance Buildings shall be as follows:
  - (i) The Society shall promptly undertake and pay for minor repairs arising from normal wear and tear or related to damages caused by the Society’s activities or negligence to ensure that the two Maintenance Buildings are safe, operational and maintained to a good and workmanlike standard and to the satisfaction of the Province.

Minor repairs include, but are not limited to, tightening, adjusting, lubricating or replacing hardware, repairing or replacing broken locks, hinges, screens, weather stripping, non-functioning or damaged lights or fixtures and spot painting.

A repair is a major repair if the reasonable cost of the single repair is equal to or in excess of \$500. Major repairs as a result of end of life, wear and tear or damages not caused by the Society’s activities or negligence are the responsibility of the Province.

Any work for major repairs being paid for by the Society needs to be approved in writing by the Province.

- (ii) Damages to the two Maintenance Buildings arising from the activities of the Society are the responsibility of the Society. The Society shall use materials that are compatible with the components being repaired and be of equal or better quality in comparison to any materials being replaced.



- 10.2 The Province agrees to consider future requests from the Society for additional space at the Site as may be required to carry out its cooperating activities.
- 10.3 The Society agrees to use any space provided to the Society at the Site in a reasonable way and take reasonable precautions and use its best efforts to ensure that the space or users of the space are reasonably safe.
- 10.4 The Society agrees that the Province may negotiate to withdraw space from the Society or change the location of space to be made available to the Society.
- 10.5 The Society agrees to return the Site to the Province in the same condition as the space was received, reasonable wear and tear accepted, and except for changes permitted by the Province. The Society shall remove the Trail Centre Trailer and any other equipment owned by the Society if requested by the Province upon providing reasonable notice.
- 10.6 The Society shall allow the Province access at all times to any space at the Site used by the Society.

#### **Article 11 – Hold Harmless**

- 11.1 The Society agrees to indemnify and hold harmless the Province from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Society is legally responsible, including those arising out of negligence or wilful acts by the Society or the Society's employees or agents.
- 11.2 The Province agrees to indemnify and hold harmless the Society from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Province is legally responsible, including those arising out of negligence or wilful acts by the Province or the Province's employees or agents.
- 11.3 These hold harmless provisions shall survive this Agreement.

#### **Article 12 – Insurance**

- 12.1 The Society shall at its own expense and without limiting its liabilities herein:
  - a) insure its operations under a contract of Commercial General Liability Insurance, in accordance with the *Insurance Act*, RSA 2000, c I-3, in an amount not less than \$5,000,000 inclusive per occurrence, Alberta insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability, non-owned automobile liability, employees and volunteers as additional insureds, and tenant's/occupier's legal liability in an amount suited to the occupier's occupancy of the Site;
  - b) maintain Automobile Liability Insurance on all vehicles owned, operated or licensed in the name of the Society in an amount not less than \$1,000,000;

- c) maintain “All Risks” property insurance on all property owned by the Society and such insurance is to:
  - (i) extend to the Society’s legal liability for the buildings and equipment of the Province in its care, custody or control; and
  - (ii) shall be in forms and amount sufficient to cover the value of the destroyed property or the costs of its repair;

12.2 The Society shall ensure that:

- a) each policy of insurance required above is endorsed to provide the Province with 30 day advance written notice of cancellation or material change restricting coverage; and
- b) as evidence of all required insurance, certificates of insurance shall be provided to the Province prior to the commencement of work under this Agreement, and annually thereafter with certified true copies of the policies to be provided promptly upon request.

### **Article 13 – Meetings**

13.1 The Designated Officials of the Province and the Society shall meet at least twice each year (a spring meeting and a fall meeting) and at such other times as may be required for the proper management of this Agreement and the operation of the Site.

13.2 The purpose of the bi-annual meetings provided for in Article 13.1 is to:

- a) review roles, expectations, procedures and requirements for the Site for the upcoming year;
- b) approve the Society’s Work Plan, as required;
- c) discuss any issues or concerns relating to trails management and occupational health and safety at the Site;
- d) ensure good communication; and
- e) discuss any required amendments to this Agreement.

13.3 In addition to the meetings provided for in Article 13.1, there will be at least one meeting annually among the Designated Officials of the Province and the Society, and other land users on or near the Site to discuss plans and issues, around all activities and resource management. The Designated Officials of the Province will chair such meetings.

13.4 The Designated Officials of the Province and the Society will meet to review and update the management and planning for the all season trail system for the Site and adjacent land bases by December 31, 2020. This work will occur in conjunction with other local planning

initiatives and align with the management intent of the Kananaskis Public Land Use Zone at that time.

#### **Article 14 –Work Plans**

- 14.1 The Society will provide the Province with annual Work Plans as soon as reasonably possible before each spring meeting referred to in Article 13.1 for review at that meeting.
- 14.2 The Province will make reasonable efforts to ensure that each annual Work Plan is reviewed, revised if necessary and approved prior to April 1 of each year including the issuing of Temporary Field Authorizations, Vehicle Placards or other related approvals within the Province's purview.
- 14.3 In an effort to streamline the approval process for the PLUZ, the Province agrees to make reasonable efforts to issue one Temporary Field Authorization for the entire Work Plan and one Vehicle Placard for all vehicles listed in the Work Plan.
- 14.4 In an effort to streamline the approval process for the Provincial Recreation Area, the Province agrees to make reasonable efforts to issue one Letter of Authority for the entire Work Plan.

#### **Article 15 - Confidentiality and Access to Information**

- 15.1 The Society acknowledges that the Government of Alberta has passed the *Freedom of Information and Protection of Privacy Act*. All documents submitted by the Society to the Province under this Agreement, including the Agreement itself, become the property of the Province and may be subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 15.2 Subject to the *Freedom of Information and Protection of Privacy Act* and any other applicable legislation, the information shared between the Society and the Province under this Agreement will be treated as confidential and will be protected from further disclosure. The shared information shall only be used for the specific purpose for which it is provided and will not be passed on to any third party without the written consent of the Party from whom it originated, except as otherwise required by law or the order of a court or tribunal with jurisdiction to order disclosure.
- 15.3 In the event the Province receives a request for access to Society information under the *Freedom of Information and Protection of Privacy Act* the Province agrees to notify the Society prior to the release of any information.
- 15.4 In the event the Society receives a request for access to the Province's information under the *Freedom of Information and Protection of Privacy Act* the Society agrees to immediately forward the request to the Province's Designated Official.
- 15.5 The Society agrees to comply with the directions of the Province with respect to the *Freedom of Information and Protection of Privacy Act*.

### **Article 16 – Review of Agreement**

- 16.1 The Province and the Society agree to review this Agreement as may be required during the Term, but in any event agree to review the Agreement on implementation of an updated All Season Trail Plan for West Bragg, Kananaskis Country.
- 16.2 For any review each Party shall:
- a) notify the other Parties in writing of all matters to be reviewed, together with full written details thereof; and
  - b) deliver the notice and the details to the other Parties no later than 1 month in advance of the date on which the review is to be conducted, or as otherwise agreed between the Parties.
- 16.3 No amendment to this Agreement arising out of any review shall take effect unless and until a mutual agreement in writing has been duly executed by the parties.

### **Article 17 – Amendments**

- 17.1 This Agreement may be amended at any time with the written consent of the Parties. This Agreement cannot be varied by any oral agreement or representation.
- 17.2 All amendments to this Agreement must be in writing and signed by the Parties and may be effected by an exchange of letters between the Designated Officials.

### **Article 18 – Breach and Termination**

- 18.1 Subject to Article 8, if, in the Province's sole discretion, the Society fails to satisfy the objects set out in Schedule "B", alters the objects set out in Schedule "B" without the consent of the Province, or has otherwise breached any of its obligations pursuant to this Agreement, the Province may give written notice to the Society referring to the breach and requiring the Society to remedy the breach within a reasonable time in the Province's sole discretion, as so stated in the notice, and to then diligently pursue the remedy of such breach to completion.
- 18.2 Either Party may terminate this Agreement by giving the other Party not less than 60 days prior written notice.
- 18.3 Within 90 days of the expiry or termination of this Agreement, the Society shall provide the Province with a financial statement to the date of expiry or termination of the Agreement.
- 18.4 Within 30 days of the expiry or termination of this Agreement, the Society shall:
- a) remove all property belonging to the Society or its Representatives from the Site; and
  - b) return all property belonging to the Province.

## **Article 19 – General Provisions**

- 19.1 The Parties agree to do such things, attend such meetings and to execute such other documents, agreements and assurances as may be deemed necessary or advisable from time to time in order to carry out the terms of this Agreement in accordance with its true intent.
- 19.2 No waiver by the Province or the Society of any breach of this Agreement is binding unless given in writing. No waiver of any breach of this Agreement shall constitute a waiver of any further breach.
- 19.3 The Society shall not assign, transfer, mortgage, sublicense or grant any of its rights under this Agreement without the prior written consent of the Province, which consent may be withheld for any reason.
- 19.4 In this Agreement, unless the context requires otherwise, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter genders and vice versa.
- 19.5 The captions and headings in this Agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Agreement.
- 19.6 This Agreement shall be interpreted according to the laws of the Province of Alberta.
- 19.7 Wherever this Agreement refers to legislation, that reference includes any subsequent legislation.
- 19.8 If any part of this Agreement is found to be unenforceable, that part shall be considered separate and severable and the other parts shall remain enforceable to the fullest extent permitted by law.

## **Article 20 – Notices**

- 20.1 Written notice terminating this Agreement shall be addressed to the Society or the Province at the mailing addresses provided for in Article 7 and shall be personally delivered or sent by registered mail to the Designated Official.
- 20.2 Any other notice, direction, consent or request given by the Society or the Province shall be in writing and addressed to the Designated Official of the Society or the Province at the mailing address or e-mail address set out in Article 7 and may be sent by personal delivery, registered mail or e-mail.
- 20.3 Notices given by:
  - a) personal delivery will be effective on proof of delivery;
  - b) registered mail will be effective on proof of receipt;

- c) ordinary mail will be effective 7 Days after the date on which the notice was mailed;  
or
- d) electronic mail will be effective if given in accordance with Article 20.6.

20.4 Notwithstanding Article 20.3(b) above, a notice sent by registered mail is not invalid by reason only that:

- a) the addressee refuses to take delivery of the registered mail; or
- b) the addressee no longer resides or is not otherwise present at the address and has not provided the other parties with a current mailing address.

20.5 The Society and the Province may change the mailing address, telephone number or e-mail address by notice to the other parties in accordance with this Article.

20.6 Notices permitted to be sent by e-mail may be sent by e-mail if the Society and the Province has provided an e-mail address pursuant to Article 7 and the notice sent to the Society and the Province is sent to the specified e-mail addresses as follows:

- a) the electronic agent receiving the document at that address receives the document in a form that is usable for subsequent reference; and
- b) the sending electronic agent obtains or receives a confirmation that the transmission to the address of the person to be served was successfully completed.

Electronic notice is effective when the sending electronic agent obtains or receives confirmation of the successfully completed transmission. For the purpose of this Article “electronic agent” means a computer program or any other electronic means used to initiate an act or to respond to electronic information, records or acts, in whole or in part, without review by an individual at the time of the initiation or response.


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**Article 21 – Execution**

- 21.1 The persons whose signatures appear below hereby certify that they are authorized to execute this Agreement on behalf of the Society and the Province.
- 21.2 The Society certifies that the Society is authorized to execute this Agreement without affixing a corporate seal.

**IN WITNESS WHEREOF** the Province and the Society have executed this Agreement as of the dates noted below.

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY THE MINISTER OF ENVIRONMENT AND PARKS**

Per:   
Signature (PARKS DIVISION)  
Mark Storie  
Print name  
March 8, 2019  
Date

Per:   
Signature (OPERATIONS DIVISION)  
Rob Simieritsch  
Print name  
March 8, 2019  
Date

**THE GREATER BRAGG CREEK TRAIL ASSOCIATION**

  
Witness

Per: Eric Lloyd  
Signature  
Eric Lloyd  
Print name  
March 8, 2019  
Date





## Schedule "B"

### Objects of the Society

#### The Society is responsible for the following activities:

- to plan, design, develop, construct and maintain public, non-motorized, multi-use recreational trails in the Bragg Creek area;
- to encourage and promote public non-motorized recreational use of the all-season trail network in the Bragg Creek area;
- to improve the understanding among users of public lands of the value of the all-season, multi-use, non-motorized recreational trails, including the health benefits of non-motorized outdoor recreational activities;
- to encourage community members, groups, government and businesses to be involved in trail sustainability;
- to enhance the trail user experience by grooming cross-country ski trails, tread-setting winter bike trails, maintaining a public trails centre, providing on-site trail hosting, education, signage, maps and public communication;
- to protect the environment by building properly designed trails, maintaining trails and water crossings, re-routing trails as necessary, decommissioning unauthorized trails and educating the public about proper trail use and etiquette;
- to promote respect and preservation of the ecosystem and respect for fellow trail users and public land users;
- to provide a platform for discussion and policy development with respect to the development and use of public non-motorized recreational trails on public land;
- to advocate for trails and to advise governments on matters relating to the public use of non-motorized recreational trails in Alberta;
- to support the Trans-Canada trail in the Bragg Creek and Kananaskis area;
- to support and co-operate with other persons, organizations and governments when, in the opinion of the Society, such support and co-operation will further the objects of the Society; and
- such other matters as are incidental or conducive to the attainment of the objects and purpose of the Society.

## Schedule "C"

### Province's Cooperating Activities

**The Province is responsible for the following:**

**PRA associated activities:**

- Support and cooperate in all aspects of the trail system subject to available resources, including but not limited to the following:
  - maintaining the parking lot – snow removal, repairs etc.;
  - maintaining the outhouses;
  - providing the Society with use of the maintenance compound and buildings for storage and maintenance of vehicles, equipment and tools;
  - providing access to wildfire cell repeater on a pilot basis;
  - permitting the Society to operate a cell booster and private WIFI system at the Site for the provision of 911 calling, courtesy calling and Society wireless internet;
  - permitting the Society to recognize financial supporters and volunteers;
  - paying for electric power to the Site on the understanding that the first source of heat to the site will be by propane supplied by the Society and that electric power is used only in emergency situations;
  - permitting the Society to install ski trail lighting and connect the lighting to the electricity provided to the Site;
  - permitting the Society to operate the Trails Centre and associated space subject to appropriate terms and conditions determined by the Province; and
  - maintaining the trails in the PRA, in cooperation with the Society, subject to available resources.
- Provide space at the Site for:
  - Fuel containment facilities and access for fuel storage for use of the Society;
  - At least three (3) donation boxes and Society banners; and
  - the Society's Trails Centre as per the Park's approved PRA parking lot design plan
- Provide a report for PRA traffic counts to the Society at least once per year, but preferably quarterly.
- Consider and investigate new funding models including the option for the Society to institute an Adopt a Trail Program at the site, trail passes, etc.
- Authorize the Society to install and operate a VHF base station on Site parking lot.

**PLUZ associated activities:**

- Permitting the Society to install ski trail lighting and to connect the lighting to the electricity provided to the Site;
- Supporting the Society for maintenance, signage, inspections and working towards standards for recreation infrastructure within the Site;
- Considering and investigating new funding models including the option for the Society to institute an Adopt-a-Trail Program at the site, trail passes, etc.;
- Maintaining CNT 170007 unless otherwise replaced with a comparable or more rigorous designation or disposition;
- Briefing the Society on the status of trails dispositions and designations as part of provincial policy development; and
- Developing a communication and engagement model to address multiple use concerns on the Site, especially for hunting and grazing, using the land user group model as a platform.