

Collaborative Partnership Memorandum of Understanding

HURON-CLINTON METROPOLITAN AUTHORITY AND CRAMBA-IMBA

The HURON-CLINTON METROPOLITAN AUTHORITY ("HCMA") and CLINTON RIVER AREA MOUNTAIN BIKE ASSOCIATION ("CRAMBA-IMBA") memorialize the following understandings regarding the mountain biking trail system located at Stony Creek Metropark, Washington Township, Michigan this 14th day of September, 2017.

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to document the collaboration between parties in accordance with the following provisions:

To facilitate the maintenance and improvement of the mountain biking trails at Stony Creek Metropark in accordance with HCMA standards and plans.

To encourage and manage volunteer involvement in the maintenance of mountain biking trails.

To recognize CRAMBA-IMBA as the major partner in the maintenance of mountain biking trails at Stony Creek Metropark.

II. Background and Statement of Mutual Interest

Whereas, the HCMA is a regional park system created in 1940 by the citizens of Southeast Michigan for the purpose of providing excellent recreational and educational opportunities while serving as stewards of natural resources, and

Whereas, CRAMBA-IMBA is a Michigan 501(c)3 non-profit organization operating as a chapter of the International Mountain Biking Association (IMBA), and

Whereas, CRAMBA-IMBA exists to maintain and develop mountain biking trail access, support relationships with land managers, and promote responsible mountain biking in Southeast Michigan, and Whereas, IMBA, through scientific study and experience, has developed principles and methods (hereafter referred to as "IMBA methods") for building and managing sustainable mountain bike trails that are also suitable and enjoyable for pedestrians, and

Whereas members of CRAMBA-IMBA have received formal training regarding IMBA methods, and will continue to keep abreast of any refinements of or changes to the IMBA methods, and

Stony Creek Metropark is owned by HCMA, and is managed as a public park, and

As of the date of this MOU, there exist approximately 14 miles of mountain bike trails and a skills course area comprising both trails and wooden components at Stony Creek Metropark (the "Trails"). All references to trails in this MOU will refer to the Trails existing as of the date of this MOU, including all authorized modifications thereto, and any new trail established with appropriate written permission from HCMA, and

Whereas, as of the date of this MOU, the Trails are being informally managed by local mountain bikers, and

Whereas, CRAMBA-IMBA wishes to maintain the Trails in compliance with the IMBA methods and encourage use of the Trails by the general public, and

Whereas, HCMA recognizes the value of the Trails to park patrons and the citizens of Southeast Michigan as a whole, and wishes to utilize CRAMBA-IMBA's expertise and volunteer labor to maintain and promote the Trails.

III. Understandings

1. Use of Stony Creek Metropark. HCMA will allow CRAMBA-IMBA to maintain and have access to the Trails at Stony Creek Metropark.
 - a. *Permitted Users.* Except as expressly permitted otherwise in this Memorandum, cyclists and pedestrians will be allowed on the Trail. Under no circumstances and at no times will motorized vehicles, horses, or any similar users be permitted on the Trails. HCMA will enforce this policy.
 - b. *Access to Trails.* Except as otherwise provided below, the Trails will be open to permitted users at all times during which Stony Creek Metropark is open to the public, and public access will generally be governed by the policies regarding public access to Stony Creek Metropark as a whole.
 - i. *Closing Due to Conditions.* HCMA will consult with CRAMBA-IMBA to determine the best procedure with which to notify users of trail closures and enforce trail closures.
 - ii. *Special Events.* A Special Event is any bike ride, run, or hike/walk that charges any form of fee, tracks time or other results in any fashion, and/or that generally resembles a race or "charity ride" or "charity run." A Special Event also includes any use of a trail that is substantially incompatible with use of the trail by the general public. A Special Event does not include an informal group ride or run scheduled by CRAMBA-IMBA, a local cycling or running shop, or any other party.
 1. *Coordination with CRAMBA-IMBA.* If a party other than CRAMBA-IMBA is seeking to hold a Special Event at the Trails, then HCMA will endeavor to consult with CRAMBA-IMBA at least one week before the event regarding the event and its impact on the Trails. HCMA has final authority to approve or deny a Special Event.
 2. *Clean-Up.* Any party that holds a Special Event will be responsible for cleaning up any course-marking tape, energy gel packets, and any and all similar debris.
 - c. *Management of the Trails.* HCMA will manage the Trails in coordination with CRAMBA-IMBA. Management includes but is not limited to user policies, parking, signage, and maps.
 - i. *User conflicts.* CRAMBA-IMBA will seek to reduce the potential for user conflict by using the IMBA methods.
 - ii. *Maps and signage.* HCMA will consult with CRAMBA-IMBA on appropriate signage and to fund the installation and maintenance of such signage. HCMA has final authority on decisions regarding the content and placement of maps and signage.
 - d. *Maintenance of Existing Trails.*
 - i. *IMBA methods.* IMBA methods will be used to maintain the Trails.
 - ii. *HCMA assistance.* HCMA will provide reasonable assistance with maintenance of the Trails that is consistent with its overall maintenance of Stony Creek Metropark.
 - iii. *Maintenance.*
 1. *Regular maintenance.* Regular maintenance will consist of such activities as the removal of limbs, leaves, and other natural debris from the trail, picking up litter, maintenance of existing signage, and other similar activities. Tools utilized for regular maintenance include hand-held trimmers, mowers, and wheelbarrows. CRAMBA-IMBA volunteers will be required to wear safety glasses and ear protection to operate these power tools. No other power equipment may be used without first obtaining authorization from HCMA.
 - a. *Notice and Consent Required.* At least three days prior to performing regular maintenance, CRAMBA-IMBA will notify HCMA.

2. **Extraordinary maintenance.** Extraordinary maintenance will consist of such activities as building or installing wooden bridges, kiosks, or any other non-natural structure, and other similar activities.
 - a. **Notice and Consent required.** CRAMBA-IMBA will describe the proposed activity to the satisfaction of HCMA and obtain written consent from HCMA at least one week prior to performing any extraordinary maintenance activities.
3. **Redevelopment.** Redevelopment will consist of such activities as rerouting of Trails, building new Trails, and other similar activities.
 - a. **Notice and Consent required.** CRAMBA-IMBA will submit a formal proposal to HCMA to initiate any redevelopment project. HCMA will work in direct coordination with CRAMBA-IMBA to assess the existing Trails, design new Trails and routes, and implement any redevelopment plans.
2. **Exclusivity.** At the complete discretion of HCMA, CRAMBA-IMBA and HCMA will be the only groups and entities involved in the management and maintenance of the Trails during the term of this agreement.
3. **Non-fund obligating document.** Nothing in this MOU shall obligate HCMA or the CRAMBA-IMBA to contribute or transfer any funds. Specific work projects or activities that would require the transfer of funds or services between HCMA and CRAMBA-IMBA will require execution of separate agreements and be contingent upon the availability of appropriated funds.
4. **Volunteer labor.** Unless CRAMBA-IMBA has obtained prior consent from HCMA, CRAMBA-IMBA will use only volunteer, unpaid labor to conduct its maintenance activities and any other activities performed at Stony Creek Metropark.
 - a. ***Volunteer application.*** All individuals under the direction of CRAMBA-IMBA performing volunteer maintenance activities at Stony Creek Metropark shall have on file the standard HCMA Volunteer Application.
 - b. ***Records Management.*** All records (paper or electronic) created or produced in part of or in whole are to be maintained for three years and made available upon request. The number of volunteer hours and trail maintenance accomplishments are to be reported to HCMA annually.
5. **Communications.**
 - a. **Method of providing notice and obtaining consent.** Notice and consent may be provided or confirmed via email or other written communication.
 - b. **Authorized Parties.**
 - i. **CRAMBA-IMBA.** All communications regarding Stony Creek Metropark will be directed first to Board Chairman for CRAMBA-IMBA.
 - ii. **HCMA.** All communications regarding Stony Creek Metropark will be directed first to either the Eastern District Superintendent or the Park Manager.
 - iii. **Change in authorized parties.** CRAMBA-IMBA and HCMA will provide notice to the other party of any changes in the Authorized Parties.
6. **Property rights.** Nothing in this MOU will convey any property rights to CRAMBA-IMBA.
7. **Liability and indemnification.** CRAMBA-IMBA, its members, and all volunteers assume all risks and hazards incidental to participation in the foregoing activities. CRAMBA-IMBA agrees to indemnify, defend, and hold harmless HCMA, its officers, agents, and employees, from all claims, damages,

losses, suits, or actions, including reasonable costs and attorney fees, arising or resulting from the installation, construction, operation, maintenance, repair, renewal, replacement or removal of any Trails, natural or man-made materials, or other facilities on HCMA property by CRAMBA-IMBA or its employees, agents, successors, or assigns upon the HCMA's property described herein. CRAMBA-IMBA also agrees to indemnify, defend, and hold harmless HCMA, its agents, employees, officers and servants from all claims, damages, losses and expenses pertaining to the use of HCMA property arising out of its CRAMBA-IMBA operations or activities, HCMA operations or activities, or the operations or activities of others. However, notwithstanding anything to the contrary, CRAMBA-IMBA will not indemnify HCMA for claims arising out of the sole negligence of HCMA.

8. Not an Employee. Although utilizing an HCMA facility, the CRAMBA-IMBA, its members, agents or volunteers shall not be considered agents or employees of HCMA or any purpose. It is understood by the CRAMBA-IMBA and HCMA that this MOU is not intended to create a joint venture or principal-agent relationship between them and their respective members, employees, officers, agents or volunteers.
9. Duration. This MOU will continue in effect for a period of three years, commencing on Month, Day, 2017 and ending on ~~Month, Day, 2020~~, unless terminated prior thereto.. Either party may terminate this MOU upon 10 days advance written notice to the other party.

September 30 ~~20~~


Agreed and understood:

CRAMBA-IMBA

By: 
Steven R. Vigneau

Its: Chairperson

HURON-CLINTON METROPOLITAN AUTHORITY

By: 
Michael Reese

Its: Acting Director