

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding ("MOU"), entered into the _____ day of _____, 20____, between the Bluegrass Chapter of the Kentucky Mountain Bike Association (the "Club"), a 501(c)(3) non-profit organization, and the Lexington-Fayette Urban County Government, on behalf of the Division of Parks and Recreation ("LFUCG"). LFUCG is the owner of the property that is the subject of this MOU, which is related to the design, layout, construction, and use of natural surface, single-track trails (the "Trails") on real property located in Lexington, Kentucky known as "Veteran's Park" (the "Park"). This MOU constitutes the intentions of the parties involved with respect to providing advisory input and volunteer assistance on the design, layout, maintenance, construction, and use of the Trails in the Park.

The following rights and obligations have been identified and are agreed to by the parties:

1. The Club shall advise LFUCG respect to the design and layout of the Trails in the Park. LFUCG shall retain oversight and control of the project.
2. The Club may utilize Club members, individual volunteers, Club tools, and other accoutrements at no cost to LFUCG in order to advise and volunteer on the design, construction and maintenance of the Trails.
3. LFUCG agrees to rent mechanized trail building equipment with a qualified trail building operator to construct the Trails (the "Builder"). The construction of the Trails by the Builder may be accomplished by using approved mechanized trail building machinery and shall be done in a naturally sustainable manner in accordance with the trail-building guidelines established by the International Mountain Bike Association as to minimize site disturbance.
4. The Club agrees that the Trails will not interfere with the disc golf course located in the Park per LFUCG Division of Parks and Recreation direction.
5. The mountain bike trail may utilize the existing trails and paved pathways in the Park (the "Existing Pathways") as approved by LFUCG.

6. LFUCG Division of Parks and Recreation must approve the trail layout prior to construction of the Trails. LFUCG Division of Parks and Recreation will rent mechanized trail building equipment with qualified operator. Expenditure of rented equipment will not exceed LFUCG Division of Parks and Recreation preapproval of expenditures and may be terminated at anytime. Any change orders must be approved by LFUCG Division of Parks and Recreation prior to work authorization.
7. LFUCG will provide the Club with reasonable access to the Park for the purpose advising and volunteering on the design, layout, and construction of the Trails.
8. The Club agrees to volunteer to maintain the Trails under LFUCG Division of Parks and Recreation's oversight unless this MOU is terminated by the Club or LFUCG. Such maintenance may be conducted during "trails days" scheduled by the Club and may include, but not be limited to, clearing debris off the Trails, addressing any potential erosion of the Trails, and removing overgrowth from the corridor of the Trails. The parties agree to be guided by and, as much as practical, adopt the trail maintenance methods and practices set forth in Chapter 7, "Trail Maintenance", of the International Mountain Bike Association publication titled *Trails Solutions: IMBA's Guide to Building Sweet Singletrack*. (published by International Mountain Bike Association, PO Box 7578, Boulder, CO 80306). If the Club fails to reasonably maintain the Trails as agreed herein, then LFUCG shall provide written notice to the Club of such occurrence and shall give the Club 45 days from the date of written notice to perform the required maintenance, which shall be performed in accordance with this MOU. If the required maintenance is not performed during the 45 day cure period, then LFUCG may cancel this MOU with 30 days written notice to the Club..
9. The Club may utilize Club members, individual volunteers, Club tools, and other accoutrements at no cost to LFUCG in order to assist with the maintenance of the Trails. The Club agrees to require all volunteers in trail construction phase and performing trail maintenance at Club-scheduled "trail days" to sign a waiver of liability to be supplied by LFUCG.
10. The Club understands that Club members and individual volunteers are not employees or agents of LFUCG.

11. LFUCG reserves the right to develop the Veterans Park in the future in any manner it deems fit. The Club recognizes that LFUCG's future development of the Park may require re-routing and/or closing the Trails or a specific part of the Trails.
12. LFUCG Division of Parks and Recreation will provide a securable place to store the Club's trail design, layout, and construction tools at Veterans Park during trail construction.
13. The Club agrees to provide a point of contact for coordination and communication of volunteer construction and maintenance activities.
14. The construction of the Trails will be completed no later than one-hundred eighty (180) days after notice to proceed has been issued to the Builder by LFUCG, unless otherwise agreed to by the parties.
15. The Club agrees to obtain liability insurance coverage for any IMBA sanctioned rides or races occurring at the Park that are organized and directed by the Club.
16. Nothing in this MOU restricts LFUCG's right to convey or sell any right or interest it has in the Park. In the event that LFUCG sells the Veterans Park, LFUCG agrees to make reasonable efforts to assist the Club in obtaining the purchaser's agreement to enter into an arrangement similar to this MOU.
17. This MOU is for one year from the date signed and automatically renewable on an annual basis unless terminated by either party with 30 day written notice.
18. Written notice shall be sent to:
Kentucky Mountain Bike Association
Bluegrass Chapter
P.O. Box 8105
Lexington, KY 40533

Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504