

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY AND BOROUGH OF SITKA
AND
SITKA CYCLING CLUB**

Re: The construction and maintenance of single track bike trails by the Sitka Cycling Club on land owned by the City and Borough of Sitka at locations along the Sitka Cross Trail.

This Memorandum of Understanding ("MOU") is entered into by and between the City and Borough of Sitka ("CBS") and the Sitka Cycling Club ("SCC"), hereinafter collectively referred to as the "Parties." The single track bike trails referenced above are hereinafter collectively referred to as the "Project."

Article I – Purpose and Intent

The purpose of this MOU is to establish and define the rights, responsibilities, and obligations between the Parties with respect to the Project.

The single track bike trails, constructed as part of the Project, are intended to be narrow, winding paths through the forest, at locations along the Sitka Cross Trail. The paths will be approximately one foot wide through a corridor of approximately three to four feet. The paths will be designated as biking trails only, and appropriate measures will be taken to prohibit motorized use. The paths will be designed to avoid steep slopes, minimize the speed of the bikers, and be most appropriate for beginner single track bikers. There will be no jumps or elevated structures on the paths. The trails constructed as part of the Project are intended to be safe, accessible, low difficulty, low maintenance and designed to excite and engage all levels of bike riders in single track bike riding.

Article II – Roles and Responsibilities

The Parties understand and agree as follows:

A. CBS shall:

1. Identify staff (by name, address, email, phone numbers, and responsibility) to SCC for direct communication regarding the Project;
2. Communicate directly with the Project Manager, and other SCC volunteers identified by SCC, regarding all Project activities and operations and review the same for approval, change, or disapproval as appropriate, as determined in CBS' sole discretion, after consultation and cooperation with SCC;
3. Make site visits as deemed necessary;
4. Provide a release instrument to SCC, and its volunteers, which acts as a release of liability and an assumption of risk by SCC, and its volunteers; and
5. Maintain comprehensive general liability insurance for the land upon which the Project is being constructed, with coverage as determined in CBS' sole discretion.

B. SCC shall:

1. Provide the funds, resources and deliverables necessary to complete the Project;

2. Comply with all federal, state and municipal laws and regulations, including environmental, applicable to the Project, and obtain permits required by those laws and regulations as necessary;
3. Develop and implement design and construction policies consistent with risk management best practices and industry standards established by the International Mountain Bicycling Association ("IMBA"), which shall include, but not be limited to, establishing a trail difficulty rating that indicates the relative difficulty of each trail, developing and instituting trail rules, eliminating unreasonable hazards, and developing and installing an effective signage system to indicate the difficulty rating, trail rules, unexpected hazards, and encourage responsible riding;
4. Design and construct the Project such that it does not impede or conflict with the use of the Sitka Cross Trail;
5. Manage the Project activities and operations, including the personnel (including volunteers) and the work performed by those personnel, and seek review by CBS of the same for approval, change, or disapproval as appropriate, as determined in CBS's sole discretion, after consultation and cooperation with SCC;
6. Identify a Project Manager (by name, address, email, and phone numbers) responsible for managing the activities and operations of the Project, including, but not limited to, communicating and meeting with CBS, scheduling and coordinating critical activities and operations, seeking prior CBS approval for those activities and operations, and cooperating and coordinating with CBS on all aspects of the Project;
7. Identify volunteers (by name, address, email, phone numbers, and responsibility) responsible for direct communication to CBS regarding the Project;
8. Communicate directly with CBS, to staff identified by CBS, regarding the Project;
9. Permit site visits, as deemed necessary by CBS;
10. Participate in meetings, as scheduled by CBS;
11. Indemnify, defend, save, and hold CBS harmless from any claims, lawsuits, or liability, including attorney's fees and costs, arising from any intentional misconduct or negligent act, error, or omission, occurring during the course of or as a result of SCC's, or its volunteers', performance under this MOU, except those arising from the intentional misconduct or negligent acts, errors or omissions of CBS;
12. Sign and deliver to CBS the release instrument provided by CBS which acts as a release of liability and assumption of risk by SCC, and obtain the same from its volunteers;
13. Take all necessary and reasonable precautions to ensure the safety and security of the Project personnel (including volunteers) and other persons during Project activities and operations, and secure the Project site during all times to ensure the safety of the Project and the public;
14. Initially design and construct a section of the Project, which is one of the easier sections south of the Sitka Cross Trail, as a "pilot" trail, and seek review by CBS of this section for approval, change, or disapproval, before proceeding with other sections of the Project;
15. After the initial section is approved, proceed with the design and construction of other sections of the Project, and seek review by CBS of each section for approval, change, or disapproval;
16. Upon completion of the Project, be responsible for maintaining all single track trails pursuant to the attached maintenance agreement hereby incorporated by reference;
17. Upon completion of the Project, identify a contact person or persons (by name, address, email, phone numbers, and responsibility) responsible for direct communication to and from CBS regarding maintenance and management of the Project; and

18. Only if desired, obtain and maintain insurance for the Project, SCC, and its personnel (including volunteers), with the understanding that CBS has no obligation to provide such insurance coverage.
- C. CBS is the owner of the land on which the Project sits. Any structures, improvements, materials, equipment or personal property constructed on or placed upon CBS land as a result of this Project becomes the property of CBS, with SCC neither retaining nor receiving any interest in the same, unless otherwise mutually agreed in writing by the Parties.
- D. This MOU may only be modified or amended by written mutual agreement of the Parties.
- E. This MOU shall be effective for five (5) years, starting April 1, 2020, and ending March 31, 2025, unless terminated earlier as provided herein. The Parties may mutually agree in writing to extend this MOU, with the approval of the CBS Assembly. This MOU may be terminated by CBS, without cause, by giving ten (10) days written notice, at which time SCC shall cease all construction activities, if any. This MOU may be terminated by either party for material breach by the other party or by written mutual agreement of the Parties. The obligation of SCC to maintain the Project shall survive any termination of this MOU.
- F. This MOU was approved by the CBS Assembly on February 11, 2020.

Article III – Authorizing Signatures

CITY AND BOROUGH OF SITKA, ALASKA

Date

By: Hugh Bevan

Its: Interim Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Hugh Bevan, Interim Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.

Notary Public in and for the State of Alaska
My commission expires: _____

[ADDITIONAL SIGNATURE AND ACKNOWLEDGEMENT ON NEXT PAGE]

SITKA CYCLING CLUB

Date

By: Doug Osborne
Its: President

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Doug Osborne, _____ of Sitka Cycling Club, an association of volunteers, on behalf of the association.

Notary Public in and for the State of Alaska
My commission expires: _____