

AS AMENDED ON JULY 8, 2013  
RESOLUTION NO. 2297

A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING WITH THE EASTERN SHORE CHAPTER OF THE INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION REGARDING MOUNTAIN BIKE PATHS IN THE SALISBURY CITY PARK.

WHEREAS, the Eastern Shore chapter of the International Mountain Bicycling Association is interested in promoting mountain biking as an outdoor recreation and fitness activity; and

WHEREAS, the Eastern Shore chapter of the International Mountain Bicycling Association desires to develop and maintain safe, sustainable and environmentally sound trails for cyclists of all ability levels in Salisbury City Park; and

WHEREAS, the Eastern Shore chapter of the International Mountain Bicycling Association developed the attached Memorandum of Understanding that defines the responsibilities of each party in regards to trail design and maintenance; and

WHEREAS, the City seeks to partner with the Eastern Shore chapter of the International Mountain Bicycling Association to develop trails on City property in the Salisbury City Park; and

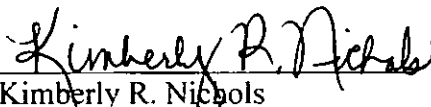
WHEREAS, the Eastern Shore chapter of the International Mountain Bicycling Association will provide semi-annual updates on their mountain bike trail activities to the City through the City Park ~~Committee~~ Commission; and

WHEREAS, the City desires for the Eastern Shore chapter of the International Mountain Bicycling Association to be an active participant in the City Park Master Planning process.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Memorandum of Understanding dated \_\_\_\_\_, 2013 accepting the responsibilities of each party in regards to design and maintenance of trails in the Salisbury City Park.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 8<sup>th</sup> day of July, 2013 and is to become effective immediately upon adoption.

ATTEST:

  
\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

  
\_\_\_\_\_  
Jacob R. Day  
PRESIDENT City Council

APPROVED by me this 15<sup>th</sup> day of July, 2013

James Ireton, Jr.

James Ireton, Jr.  
MAYOR, City of Salisbury

# City of Salisbury



Salisbury



2010

JAMES IRETON, JR.  
MAYOR

JOHN R. PICK  
CITY ADMINISTRATOR


LORÉ L. CHAMBERS  
ASSISTANT CITY ADMINISTRATOR

125 NORTH DIVISION ST., RM 202  
SALISBURY, MARYLAND 21801

Tel: 410-548-3170  
Fax: 410-548-3107

AMANDA H. POLLACK, P.E.  
ACTING DIRECTOR OF  
PUBLIC WORKS

MARYLAND

To: John Pick, City Administrator  
From: Amanda Pollack, Acting Director of Public Works   
Date: June 20, 2013  
Re: Mountain Bike Path Memorandum of Understanding

Per the discussion at the June 17, 2013 work session, the Eastern Shore chapter of the International Mountain Bicycling Association (ESIMBA) and the Public Works Department have developed the attached Memorandum of Understanding (MOU) regarding the development and maintenance of mountain bike trails in the Salisbury City Park. The draft MOU has been reviewed by the City Attorney's office.

The purpose of the MOU is to delineate the responsibility of ESIMBA and the City. ESIMBA will design the trails, obtain necessary permits and approvals for construction of trails, supervise volunteers during construction and maintenance of trails, coordinate with the City on trail modifications, and purchase and install all trail signs. The City will review the design and implementation plans, encourage police patrols of the trails, authorize ESIMBA to have informational displays about the trails, and acknowledge that ESIMBA built and maintains the trails.

Per the work session, the MOU has been modified to specify that the agreement is with the City of Salisbury, and that the City is defined as the Mayor and Council. Additionally, the City's address was added to the MOU. Finally, the resolution includes language about semi-annual updates and participation in the City Park Master Planning process.

Attached is a Resolution authorizing the Mayor to sign the MOU. Unless you or the Mayor has further questions, please forward this to the City Council.

# MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE CITY OF SALISBURY, MARYLAND**

AND

**EASTERN SHORE INTERNATIONAL MOUNTAIN  
BICYCLING ASSOCIATION**

A 501c3 nonprofit chapter of the International Mountain Bicycling Association

**THIS MEMORANDUM OF UNDERSTANDING** is executed in duplicate, made effective this 8<sup>th</sup> day of July 2013 by and between the Mayor and Council of the City of Salisbury, hereinafter called "CITY", and the Eastern Shore chapter of the International Mountain Bicycling Association, hereinafter called "ESIMBA".

**WHEREAS**, the City and ESIMBA are interested in promoting mountain biking as an outdoor recreation and fitness activity and in developing and maintaining safe, sustainable and environmentally sound trails for cyclists of all ability levels in Salisbury City Park.

The purpose of this Memorandum of Understanding is to state the terms and conditions under which ESIMBA will provide services, including the design updates of technical mountain bike trail features for the refurbishment and maintenance of existing single track trails, design and construction of any future single track trails, trail maintenance, and special event activities, which ESIMBA volunteers have agreed to provide as a service to the City, establish the responsibilities and conditions under which that volunteer service will be provided, and delineate the responsibilities of the CITY.

**WHEREAS**, this Memorandum of Understanding shall be in effect upon execution by both the CITY and ESIMBA. It may only be modified by mutual agreement in writing signed by the parties, and shall continue in force until terminated by either party in writing, upon delivery of written notice.

**WHEREAS**, all improvements, constructed on the land of the CITY, shall be, and remain the property of the CITY. All materials, including records, data, and other information acquired, developed or documented under this MOU shall be the property of

the originating party, unless otherwise mutually agreed upon in writing by both parties. ESIMBA will make the information available to the CITY when requested.

**WHEREAS**, ESIMBA encourages, welcomes and promotes the use of these trails by other user groups including but not necessarily limited to hikers, disc golfers, fishermen, naturalists and joggers, but asks that the City allow ESIMBA to design, build and maintain the trails for use as natural surface, single-track cycling trails and to maintain and protect the right of cyclists to use these trails.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties covenant and agree as follows:

- I. ESIMBA shall:
  1. Provide technical support to the CITY in determining the design updates of technical and trail features for the existing trails within Salisbury City Park and any future new trail locations, consistent with the planned ability level of the trail segment in accordance with the International Mountain Bike Association (IMBA) guidelines. ESIMBA shall submit design plans to the City for approval showing separate existing conditions drawings and proposed improvements plan drawings. At a minimum the plans shall show bike paths, above ground features such as trees, structures, signs, landscaping, utilities, topography, limits of disturbance, rights-of-ways and easements.
  2. Obtain all necessary approvals from the appropriate agencies including but not limited to Wicomico Soil Conservation District, Maryland Department of the Environment Non-Tidal Wetlands Division, Salisbury-Wicomico Planning and Zoning Department Forest Conservation & Critical Areas.
  3. Assure all ESIMBA volunteers assigned to work under this agreement in Salisbury City Park are volunteers of ESIMBA and are covered under the insurance policies and building and safety procedures of ESIMBA in relation to volunteer organization and management. Volunteers are not employees of or individual volunteers of the CITY. ESIMBA shall produce copies of their certificates of insurance and carry the same level of coverage as the CITY.
  4. Provide and supervise volunteers in the construction of approved technical features and alignment changes.
    - Utilize tools owned by ESIMBA.
    - Design technical features and alignment changes that conform to IMBA guidelines and CITY approval.
    - Train and supervise volunteers in appropriate construction techniques in accordance with IMBA guidelines.
    - Identify a current contact list of ESIMBA and City primary contacts for the purposes of ongoing maintenance and trail related questions:

*Jeff Dean*, City Park Crew Leader, 443-783-5308, [jeff@esimba.org](mailto:jeff@esimba.org)  
*Tres Denk*, ESIMBA President, 410-430-4992, [tres@esimba.org](mailto:tres@esimba.org)  
*Mike Perry*, ESIMBA Vice-President, 410-726-1333, [mhperry@gmail.com](mailto:mhperry@gmail.com)  
*Amanda Pollack*, Acting Director of Public Works, 410-548-3170,  
[apollack@ci.salisbury.md.us](mailto:apollack@ci.salisbury.md.us)

A designee may be appointed by the City Director of Public Works, currently *Doug Draper* ("Park Supervisor")

- Coordinate work schedule and on-site public notification, when needed, with the Parks Supervisor or appointed designee.
  - If necessary, ESIMBA volunteers may operate an IMBA-owned or rented mini-excavator for the initial construction of some technical features, but only if absolutely necessary and with prior approval of the Parks Supervisor.
  - ESIMBA volunteers may use bikes in the on-site planning and testing of technical features prior to official trail opening as coordinated with the Parks Supervisor.
5. Provide volunteers to inspect and do hand-work maintenance of the trail.
- Ensure that all such volunteers have received training in trail inspection and maintenance responsibilities.
  - ESIMBA volunteers are authorized to sculpt and/or remove downed trees found on the trail tread.
  - Perform routine maintenance activities as outlined below. In the event that ESIMBA is unable to safely and promptly address an identified issue that may create an unsafe situation, the ESIMBA volunteer should notify the Parks Supervisor.
  - ESIMBA shall notify the designated Parks Supervisor when there are fallen trees that an ESIMBA volunteer feels he/she cannot safely remove from the bike trail, either due to size or unsafe conditions. City crews will be responsible for clearing such trees if the clearing or removal is feasible.
6. Prior to making any trail alignment changes, submit recommendations to the Parks Supervisor for changes that may be contemplated by ESIMBA in carrying out the volunteer duties as outlined in the MOU. Any planned reroute that brings a new trail closer to a wetland may require additional approvals. Changes that do not need Park Maintenance Supervisor approval are trail re-routings within 20 feet of the existing trail centerline and shorter than 200 feet in length that do not impact wetland areas.
7. Recommend, purchase and install (with approval by Parks Supervisor) the types, location and language for trail directional, cautionary and informational signs. Signs at the beginning of each trail should indicate that the hours of operation for the trails are sunrise to sunset and notify riders of the specific trail difficulty.

8. Except as addressed elsewhere in this Agreement, agree that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. ESIMBA, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for the injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this agreement, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any acts or acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the premises under and pursuant to the agreement.

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold the CITY, its elected and appointed officials, employees, and volunteers and others working on behalf of CITY, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the ESIMBA, or anyone acting on its behalf in connection with or incident to the ESIMBA, except the ESIMBA shall not be responsible to the CITY on indemnity for damages caused by or resulting from the CITY's sole negligence; and the ESIMBA shall, at its own cost and expense, defend any such claims and any suits, action, or proceeding which may be commenced thereunder, and the ESIMBA shall pay any and all judgments which may be recovered in any suit, action or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

II. The CITY shall:

1. Assign the Parks Supervisor as the CITY contact.
2. Review design and implementation plans for all agreed to volunteer activities in a timely manner. ESIMBA will certify that the submissions meet IMBA guidelines and technical requirements.
3. Encourage CITY bike, foot or horse mounted police officers to patrol the trails.
4. Review and approve recommended technical feature designs, construction schedules and trail maintenance schedules such as bridges or lengthy boardwalks, should these projects ever become necessary. ESIMBA will certify that the submissions meet IMBA guidelines and technical requirements.

5. Allow the display of a message about the ESIMBA organization and event opportunities in manner approved by the CITY at a location approved by the Parks Supervisor.
6. Authorize ESIMBA to have an informational display/booth at the trailhead periodically for the purposes of providing information about ESIMBA memberships and mountain biking events, as approved and coordinated with the Parks Supervisor. Informational displays may also be approved for CITY permitted mountain bike races or events.
7. Recognize ESIMBA built or maintained trails as assets of the CITY park system and protect them accordingly.


III. It is agreed by both parties that this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

IV. It is further agreed that, should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable, as contrary to law or public policy under the laws of Maryland, or the federal government, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, its assigns and successors.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

**City of Salisbury, Maryland**  
125 N. Division Street  
Salisbury, MD 21801

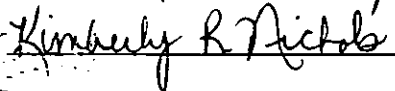
**Eastern Shore IMBA**  
22 Moonraker Court  
Berlin, MD 21811

BY: 

BY: 

Title: Mayor, City of Salisbury

President

ATTEST: 

ATTEST: 