

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Upstate chapter of Southern Off Road Bicycle Association (an International  
Mountain Bike Association organization)  
AND  
SOUTH CAROLINA STATE PARKS  
Paris Mountain State Park

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Upstate Chapter of Southern Off Road Bicycle Association, hereinafter referred to as US/IMBA, and Paris Mountain State Park, hereinafter referred to as PMSP.

A. PURPOSE:

The purpose of this MOU is to continue to develop and expand a framework of cooperation between US/IMBA and PMSP to develop mutually beneficial programs, projects and bicycling activities at the local State Park level. These programs, projects and activities comprise part of the South Carolina State Parks' multiple use mission and serve the public.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

PMSP benefits include an active partnership with US/IMBA to plan, construct and maintain designated mountain bike and multi-use trails as well as serve local publics through the patrol of such trails.

The benefits for US/IMBA through this cooperative effort are provided through the strategic planning of trail development and public service to all trail users.

The mutual benefit for both parties is to provide a public service to maintain and patrol designated trails throughout the forest.

C. PMSP SHALL:

1. Work with US/IMBA to identify opportunities (trail projects, education and assistance) and jointly pursue such projects with the bicycle community and other local interested parties.
2. Make PMSP Lands available for mountain biking and related activities, subject to applicable State laws, regulations, policy and other management direction.
3. Include and utilize US/IMBA technical expertise in developing PMSP programs as they relate to mountain biking.
4. Provide to the public the appropriate rules and regulations pertaining to mountain biking on PMSP lands.
5. Coordinate all trail maintenance and construction activities providing the proper specifications and clearances.
6. Provide, as available, tools for maintenance and construction needs.

7. Approve all publication or printed materials intended for public distribution regarding mountain biking on PMSP lands.
8. Provide locally or make US/IMBA aware of any pertinent educational programs necessary to members for required certifications.
9. Coordinate any special uses or administrative activities within designated trail corridors prior to the date of the activity.
10. Review this agreement with US/IMBA no less than every 2 years and modify as necessary.
11. Review and approve an Annual Plan of Operations prepared by US/IMBA and modify as necessary.

D. US/IMBA SHALL:

1. Work with PMSP to identify appropriate partnership opportunities (trail projects, education programs, patrols) and jointly pursue such projects in conjunction with the mountain biking community and PMSP.
2. Provide technical assistance to land managers and communities involved with projects, educational activities, patrols and mountain biking activities.
3. Make information regarding trail building schools, Trail Care Crews and the National Mountain Bike Patrol program available to PMSP.
4. Encourage members to work with local PMSP officials to discuss and identify opportunities for cooperative work or mutually beneficial projects or activities, when appropriate.
5. Provide training and instruction to members regarding "Rules of the Trail", Leave No Trace and Tread Lightly ethics programs.
6. Obtain PMSP approval prior to implementation of any construction, maintenance, educational or publication or distribution of any printed material regarding mountain bikes on public lands.
7. Provide technical expertise to the PMSP to address mountain bike management on park lands.
8. Maintain as appropriate, SC State Park or equivalent certifications for First Aid, CPR Chainsaw operations.
9. Offer basic mechanical assistance as needed to fellow bicyclists.
10. Encourage safe and courteous trail use and responsible bicycling.
11. Serve as ambassadors for the sport of mountain biking and encourage cooperation with all forest users.
- 12. Members will not attempt to enforce any local state or federal laws while on park lands. Patrollers are encouraged to carry cellular phones while on patrol and contact local, state or federal officials of any accidents or unusual occurrences noted while on patrol. All enforcement and follow-up action will be made by local, state or federal law enforcement officials.**
- 13. Bike Patrol personnel will be readily identified as such with approved patch, shirt or vest**
- 14. Members of the Bike Patrol will be identified to PMSP and mutually agreed upon to serve in such a capacity.**
- 15. Provide PMSP with a biannual patrol plan.**

16. Prepare an Annual Plan of Operations and present to the PMSP for Approval. This plan may be modified as necessary.
17. Review this agreement with PMSP no less than every 2 years and modify as necessary.
18. Agree to indemnify and hold harmless PMSP against any and all claims, damages, actions, expenses (including court cost and reasonable attorney's fees), causes of action, suits at law or in equity, obligations, losses, liabilities and liens of any nature arising by reason of US/IMBA's use of the premises or its activities conducted in connection with this Understanding.

**E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to PMSP under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts PMSP or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

**F. PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

<b><i>PMSP Project Contact</i></b>	<b><i>US Project Contact</i></b>
Name	Name Chip Batson
Address	Address 38 Blackburn St. Gvl, SC 29607
Phone	Phone 864.630.0312
Email	Email chipbatson@batsonelectrical.com

<b><i>SORBA/IMBA Project Contact</i></b>
Name Tom Sauret
Address 2125 Elachee DR, Gainesville, GA 30504
Phone 770-654-3291
Email tom.sauret@imba.com

F. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

G. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through April 1, 2013 at which time it will expire unless extended.

Should at any time it be determined that the public's best interest would be served by the termination of the Understanding, PMSP in its discretion may upon thirty (30) days written notice to US/IMBA terminate the Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

\_\_\_\_\_  
Paris Mountain State Park  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Upstate SORBA  
Name

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SORBA/IMBA  
Name

\_\_\_\_\_  
DATE