

COOPERATIVE AGREEMENT

between the
STATE OF VERMONT
AGENCY OF NATURAL RESOURCES
DEPARTMENT OF FORESTS, PARKS and RECREATION
and the
VERMONT MOUNTAIN BIKE ASSOCIATION

THIS AGREEMENT made and entered into this day of 2014, by and between the State of Vermont, Department of Forests, Parks and Recreation, hereafter known as FPR, and the Vermont Mountain Bike Association, hereafter known as VMBA.

WHEREAS: This agreement replaces and supersedes the original Cooperative Agreement between VMBA and FPR, dated August 24, 2006; and

WHEREAS: VMBA is a nonprofit organization dedicated to the sustainable future of mountain biking in Vermont; and

WHEREAS: FPR recognizes that riding mountain bikes, defined as two wheeled human powered mechanized vehicles, is an important recreational activity and supports the development of mountain bike and multi-use trails on state-owned land where consistent with FPR's long-range management plans; and

WHEREAS: FPR and VMBA consider it mutually advantageous to cooperate with the development, maintenance and enforcement related to the use of mountain bike trails on state-owned land; and

WHEREAS: FPR and VMBA consider it advantageous for VMBA to seek and obtain Vermont Trail System recognition

NOW THEREFORE:

VMBA HEREBY AGREES:

1. To develop and maintain, after FPR's written approval, mountain bike trails on state-owned land, in consultation with FPR field staff.
2. To work cooperatively with FPR to promote the appropriate use of mountain bike trails situated on both public and private property.
3. To manage responsible and allowed use of mountain bike trails during all seasons.
4. To periodically report to FPR on enforcement and educational efforts. No later than November 1 of each year, to submit, in writing, major maintenance

construction project proposals for the following calendar year, including new trails, accompanied by maps depicting trail and infrastructure location, to FPR's staff liaison to VMBA, as well as the respective FPR District Stewardship Forester. All existing trail structures must be depicted in VMBA's annual submittal to FPR. A structure is defined as any alteration of the trail and any placement of natural or man-made material in, on, under or beside the trail.

5. That all new major trail maintenance and construction projects must be submitted in writing to and be approved in writing by FPR, prior to any trail work commencing, and that VMBA will notify the respective FPR District Stewardship Forester or designated liaison prior to the actual commencement of previously approved trail work. Major maintenance is defined as including but not limited to sign installation and replacement, trail armoring, and structure repair or replacement.
6. To obtain, by September of 2014, written landowner permission from private property owners who allow trails that connect to trails located on state-owned land to be located on their property, and to allow FPR access to this written information upon FPR's request.
7. That all routine maintenance, major maintenance and construction will be conducted using highest industry standard practices, consistent with specifications used by the International Mountain Biking Association Trail Solutions Services Program or other approved Vermont-specific modifications to those standards.
8. To obtain all necessary federal, state and local permits and approvals for projects carried out by VMBA and remain in compliance with and abide by the terms of said permits and approvals, and all federal, state and local laws and regulations regarding new trail construction and maintenance.
9. By the signature of its officers, to indemnify and hold the State harmless for damages, including personal injury, caused by the acts, omissions or negligence of VMBA, incidental to its work on approved trails located on state-owned land, including, but not limited to, construction, maintenance and use of unauthorized trails and structures, which may be illegally located on state-owned land.
10. To accept temporary trail closings & reroutes to accommodate other uses, management, emergencies, etc.

FPR HEREBY AGREES:

1. To work with and provide technical assistance and information to aid VMBA in locating, developing, maintaining and encouraging appropriate use of mountain bike trails on state-owned land.
2. To assist VMBA in developing educational materials and programs for chapter members to encourage resource stewardship.
3. To recognize in its long-range management planning process, designated mountain biking trails located on state-owned land.
4. To review alternate or new mountain biking proposals submitted in writing by VMBA and to respond to VMBA within 30 calendar days to such proposals.
5. To have the FPR Commissioner designate an individual FPR staff person to serve as FPR's representative and liaison to VMBA.

IT IS MUTUALLY AGREED THAT:

1. Both parties will work cooperatively to provide and maintain a functional mountain bike trail system on state-owned land and to minimize user conflicts and conflicts with other management activities to the greatest extent feasible.

This includes, but is not limited to:

- a. Providing construction/ maintenance resources for trail work conducted by VMBA chapters on state land;
 - b. Providing blazing and signage criteria for mountain bike trails on state land;
 - c. Producing educational materials and training for VMBA chapters and FPR staff; and
 - d. Collaborating on a long-range (no less than ten years) mountain biking trail plan and management process on state land
2. Both parties will educate trail users about sustainable trail use.
 3. Both parties will meet at least annually, during the winter, involving at minimum FPR's liaison to VMBA, VMBA Executive Director, and a representative from each FPR District Stewardship Team, to:
 - a. assess the effectiveness of this Cooperative Agreement and recommend modifications as necessary
 - b. to review accomplishments and identify areas needing improvement; and
 - c. to discuss funding possibilities & challenges, priorities and any other issues or concerns that need to be addressed, to insure the long-term successful viability of this relationship.Periodic contact and communication between the parties, beyond the required annual meeting, will be maintained.
 4. Both parties will work cooperatively to monitor use of mountain bike trails on state-owned land and will share with each other, information related to concerns identified.
 5. In consultation with and upon the approval by FPR, VMBA will develop a mountain bike trail signage system for state-owned land.
 6. Permission granted by FPR to VMBA to perform trail work on state-owned land does not in any way convey to VMBA, its members, officials, or persons working with/for VMBA, in any capacity in the performance of said trail work, employment or any other status, including status as a "volunteer" as provided for in 3 V.S.A. § 1101, et. seq. and 12 V.S.A. § 5781, et. seq., which would extend to them the benefits of State employees.
 7. Any improvements constructed on state-owned land, under the terms of this Agreement, are the property of the State of Vermont.
 8. Nothing in this Agreement shall be construed as obligating FPR or VMBA to expend labor and funds in excess of allotments or appropriations authorized or available.
 9. Mountain bike trails on state-owned land will be closed to mountain biking from November 1 through Memorial Day weekend of each year, unless otherwise specifically authorized in writing, by the respective FPR District Stewardship Team.

10. Notwithstanding provision #9 above, FPR reserves the right to close any and all mountain bike trails on state-owned land, when FPR determines that any of the following exist:
 - a. weather conditions make the trail(s) unsuitable for mountain bike use
 - b. public safety is endangered
 - c. use of the trail(s) causes degradation of aquatic or terrestrial habitats
 - d. damage to the trail(s) due to storm events or other natural disturbances
 - e. use of the trail(s) results in unauthorized mountain bike use on the remainder of the property
 - f. Any other reason raising public safety or environmental concerns that, in the determination of FPR, justifies closing the trail(s) to mountain bike use; and/or
 - g. VMBA or one of its chapters does not provide adequate trail(s) maintenance/construction, or its work is inconsistent with the agreed upon standards.
11. Each party will recognize the collaborative efforts of both organizations in publications, news releases, and electronic media, such as websites, Facebook pages and other social media, regarding mountain biking trails on state-owned land.
12. This Agreement does not grant or create exclusive rights and privileges to VMBA or its members with respect to any mountain bike trails or structures they develop, construct or maintain pursuant to this Agreement. All mountain bike trails on state-owned land shall be available for use by all mountain bikers regardless of VMBA membership and other types of recreational trail uses deemed compatible by FPR. Furthermore, it is understood that FPR reserves the right to restrict or prohibit mountain bike use or to use or authorize others to use any trail or segment of trail situated upon state-owned land and state-owned rights-of-way for other purposes including, but not limited to:
 - a. forest management activities such as harvesting timber and wildlife habitat improvements, including protection of critical habitats and invasive species management and construction of landings, roads, trails for management or other use.
 - b. use of forest roads and skid trails for timber harvesting, public access and other forest management activities
 - c. use of and crossing of mountain bike trails for the harvesting of timber in a manner that minimizes impacts to trails whenever and wherever feasible; and
 - d. use of the mountain bike trails for other compatible recreational uses as determined appropriate by FPR, upon consultation with VMBA.
13. This Agreement may be terminated by either party by giving 60 calendar days written notice to the other or by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Vermont Mountain Bike Association (VMBA)

By Tom Stussy

Title Exec. Dir.

Witness [Signature]

Witness [Signature]

State of Vermont
Department of Forests, Parks & Recreation (FPR)

By [Signature]

Title Commissioner

Witness [Signature]

Witness [Signature]

