

MEMORANDUM OF UNDERSTANDING
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES (OMSP),
SHELBY COUNTY AND
BIRMINGHAM URBAN MOUNTAIN PEDALERS

This Memorandum of Understanding (MOU) is made on August 25, 2011 and entered into by and between the State of Alabama Department of Conservation and Natural Resources, Alabama State Parks Division (DCNR), Shelby County, Alabama (County) and the Birmingham Urban Mountain Pedalers, Inc. (BUMP), in order to support shared objectives of improving and increasing tourism visits to Oak Mountain State Park (OMSP) by improving the recreational quality of the Mountain Bike trail system at OMSP.

Now, therefore, DCNR, County and BUMP, agree to continue the partnerships to create and further develop the mountain bike trail system at Oak Mountain State Park as follows:

STATEMENT OF THE WORK

The County will be responsible for sponsorship of the following: defining and administering the Recreational Trails Program (RTP) grant after mutual approval of Project Scope by DCNR, County and BUMP.

The County intends to provide preliminary site work for the development of a pump track and skills area as defined in the Project Scope below. The County shall perform the preliminary site work in the form of material delivery from on site borrow area. Pump track surface material will be provided from the borrow site that is located at OMSP and transported by a coordinated County and DCNR/OMSP personnel team. Material will be screened and transported to the work site by the County and DCNR/OMSP personnel.

DCNR (State Parks Division), will provide oversight and guidance as needed in the designated routing, construction and public relations of said trail work at Oak Mountain State Park.

In accordance with existing laws, regulations, entity policies and subject to the availability of funds and other means necessary, all parties mutually agree that Bump will assist the other parties herein and hereby implement improvements to the Mountain Bike trail system in accordance with the sustainable standards of IMBA, using whatever means and methods it has at its disposal, including the use of interested volunteers, local interest groups and the acceptance of labor, materials and services in cooperation with BUMP;

1. Back Country Trail: New trail approximately 6.5 miles in length and ranging 18 to 24 inches wide. An intermediate trail that will create a true back country experience, similar to out west. This trail will provide access to unique and beautiful features currently not available to most park visitors. Some of this trail is aimed at providing access to two

CCC structures currently inaccessible by trail - Peavine Ravine lookout shelter and the partially burnt shelter on the ridge. The trail will also provide unique views of the Peavine Falls area and ravine as well as vista views of Shelby County's southern exposures.

2. Quarry Road Bypass: New trail approximately 4 miles in length, ranging 24 to 48 inches wide. An intermediate to advanced trail that will combine scenery with fast technical sections. This trail is designed to attract and enhance events by providing an appealing race loop out of the South Trailhead parking lot.
3. Flow Country Trail/Maze Trail : New trail approximately 3 miles in length, ranging 18 to 36 inches wide and is split into two portions. The upper portion (Flow Country Trail) will be an advanced level high speed flow trail. It will contain significant jumps, drops and purpose built features. While bi-directional travel will be allowed, downhill direction is preferred and will have the right of way. The lower portion (Maze Trail) is an intermediate trail that will create a self-contained approximately 1.5 mile loop. These trails will create the park's first true bisecting trail allowing more ride variety while also decreasing red road congestion with alternate routes.
4. Camp Road Bypass : New trail will be approximately 2 miles in length and range 18 to 36 inches wide. A beginner to intermediate trail that will provide a Group Camp Road alternative for riders to travel.
5. Fire Pit Connector: This trail will be approximately 1 mile in length and average 48 inches wide. A beginner trail that will reroute a current trail section to make it more sustainable while also providing a necessary connector to the proposed Back Country Trail. A portion of this trail is proposed to be handicap accessible allowing users to access some of the historical features of the park (CCC fire pits) with the possibility of providing a handicap accessible camp site.
6. Handicap Accessible Overlook Trail : New trail approximately ½ mile in length and averaging 48 inches wide. A gravel surface with low grades will provide handicap access to the scenic overlooks from a handicap parking area near the Red Road access gate at Peavine Road. This handicap parking area will also provide access to a handicap accessible portion of the Fire Pit Connector trail.
7. Pump Track & Skills Park : Construction of a Pump Track and Skills Park in the DCNR designated area that is deemed acceptable by the County and BUMP. Site to be determined with current options at the old R/C track on Tranquility Drive or Day Use Area. If Tranquility site is chosen, the pump track will connect into the existing trail system. Features will be low risk, but will suit a range of skills from beginner to expert. Adequate safe, fall zones are mandatory on all features

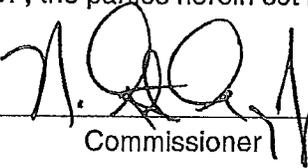
CONDITIONS

- A. **NON-FUND OBLIGATING DOCUMENT**: This MOU is neither a fiscal nor a funds obligation document. Nothing in this document shall obligate any party to expend funds or to enter into any future contract, supplemental agreement or obligation with the other.

- B. **FORCE AND EFFECT:** If any provision of this MOU is determined to be inconsistent with existing law, regulations or directives covering the signatories, then only that provision of the MOU affected by a finding of inconsistency shall be voided.
 - C. **TERM:** The MOU shall be in effect from the date of signing until the improvements are completed or mutually abandoned, unless terminated as provided for below.
 - D. **DESIGN AND CONSTRUCTION:** No work of any kind shall be performed under this agreement without the approval of DCNR. All new modified trail shall be multi-use single track trail designed and constructed as contour trails in accordance with trail design standards of the International Mountain Bike Association (IMBA), as engineered within specification package, so as to be low impact, sustainable, low maintenance and appropriate to the level of skill for which the trail section is intended. The proposed Pump Track and Skills Park design shall be developed by the County with the input of the other parties. Construction of said proposal will be overseen through the County and DCNR onsite personnel. DCNR shall have the right to review and approve any and all work to be performed under this agreement, including, but not limited to any work impacting areas surrounding the pump track.
 - E. **MAINTENANCE/TRAIL USE:** It is agreed that any extensions thereof as contemplated by this MOU shall be part of the Red Trail and will continue to be maintained by BUMP, the local non-profit mountain bike organization, or its successors, using appropriate methods and tools, including power tools as deemed necessary, unless prohibited by DCNR for reasonable cause. It is further agreed that, in return for said maintenance by BUMP, the Red Trail and associated links thereto shall remain accessible to off road cyclists in the future, unless prohibited by DCNR. This paragraph will remain in place for the duration of BUMP/ Mountain Bike commitment at Oak Mountain State Park and will survive the termination of this MOU.
 - F. **IN KIND SERVICES:** Bump will utilize its volunteer base and County will use budgeted regular staff manpower as is possible to achieve the grant matching dollar value. DCNR/OMSP personnel that are scheduled to assist with the construction activities will also be used for matching of the federal/state grants.
 - G. **AMENDMENT:** This MOU may not be altered except by agreement of the parties hereto.
 - H. **TERMINATION:** This MOU may be terminated by any of the parties herein with or without cause upon delivery of 30 days written notice to the other parties.
 - I. **PROCEDURES:** The County will provide oversight, accountability of expenditures, vendor payment upon delivery and acceptance of labor, materials and services. If construction services are required that the County cannot provide, the County will coordinate professional construction services. As incurred, the DCNR and BUMP will submit to the designated County Grant Coordinator documentation of labor, materials, professional services, 3rd party donations that can be used for identifying the matching portion of the FY 2010 RTP grant. The County will maintain the applicable records.
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IN WITNESS THEREOF, the parties herein set below their signatures:

DCNR


Commissioner

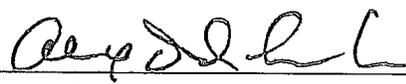
DATE: _____

DCNR/OMSP


DCNR, Park Superintendent

DATE: 8/29/11

SHELBY COUNTY


County Manager

DATE: 8/26/2011

BUMP


President

DATE: 8/29/2011


APPROVED LEGAL