

**Memorandum of Understanding Between
the
United States Army Corps of Engineers
and the
International Mountain Bicycling Association**

This Memorandum of Understanding is made and entered into this 28 day of September, 2002, between the United States Army Corps of Engineers, hereinafter referred to as the Corps, and the International Mountain Bicycling Association, hereinafter referred to as IMBA.

ARTICLE I: BACKGROUND, PURPOSE, AND OBJECTIVES

WHEREAS:

- The purpose of this Memorandum of Understanding (MOU) is to establish a framework for cooperation and partnership between the Corps and IMBA to assist one another, in areas of mutual interest and concern;
- The Corps is the steward of 12 million acres of land and water resources, manages 4,340 recreation sites at 456 lakes, approximately 56,000 miles of shoreline, 101,000 campsites, 5,000 miles of trails, and receives approximately 400 million visits annually;
- IMBA leads the national and worldwide mountain bicycling communities through a network of 32,000 individual members and more than 450 affiliated clubs; teaches sustainable trail building techniques and has become a leader in trail design, construction, and maintenance; encourages responsible riding, volunteer trailwork, and cooperation among trail user groups and land managers;
- The Corps and IMBA recognize the community benefits of recreation on trail systems that connect waterways, parks, and neighborhoods; that recreation promotes economic livelihood, providing jobs and economic stability for American communities;
- The Corps and IMBA encourage youth physical and intellectual development through outdoor recreation and educational activities;
- 80 percent of Corps recreation sites are within 50 miles of a large U.S. city, and IMBA and the Corps recognize the importance of preserving trail opportunities for urban fringe communities that are facing development pressures; and
- The Corps and IMBA have an established working relationship that has already helped facilitate mountain bicycling on Corps recreation sites;

NOW, THEREFORE, the Corps and IMBA agree to partner at appropriate local, regional and national levels to create, manage and develop trail opportunities for mountain bicycling at Corps facilities.

ARTICLE II: RESPONSIBILITIES

In accordance with existing laws, regulations, and policy and subject to the availability of funds, both parties mutually agree to:

- 1) Work closely in accomplishing common goals and objectives.
- 2) Increase awareness of Corps and IMBA resources by showcasing joint projects, programs, and partnerships.
- 3) Educate Corps and IMBA constituencies regarding this MOU and the mutually beneficial opportunities IMBA presents.
- 4) Showcase Corps mountain bike management success stories.
- 5) Look for opportunities to jointly develop trail projects at Corps facilities for mountain bicycling trail opportunities.
- 6) Look for opportunities to jointly conduct IMBA-led land manager trailbuilding schools at Corps facilities.
- 7) Encourage collaboration between Corps personnel and IMBA representatives and clubs to create, maintain, and manage mountain bicycling at Corps facilities.
- 8) Acknowledge mountain bicycling as a recreation option at applicable Corps facilities.
- 9) Establish a Corps and IMBA point of contact for the duration of the agreement and provide written notice of contact changes.

ARTICLE III: CONDITIONS

- A. MODIFICATION AND TERMINATION. This MOU may be modified by mutual written agreement of both parties or may be terminated by either party with the provision of 60 days written notice to the other.
- B. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the parties from participating with other public or private agencies, organizations, and individuals on similar agreements. All parties recognize the importance of cooperation and partnership with other organizations and institutions of mutual interest.
- C. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU shall obligate either of the parties to expend funds or to enter into any future contract, supplemental agreement, or obligation with the other. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently

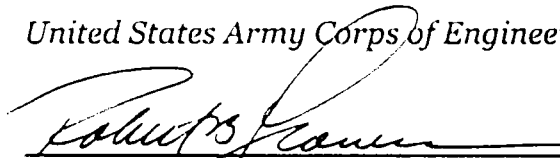
authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the IMBA of any contract or other agreement.

D. **FORCE AND EFFECT.** The Corps and IMBA intend to conduct the aforementioned activities in this agreement in accordance with existing authorities. If any provisions of this MOU are determined to be inconsistent with existing laws, regulations, or directives governing the signatories, then only those provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.


ARTICLE IV: EFFECTIVE DATE

This MOU becomes effective with both signatures on the last date written below and remains in effect until modified or terminated.

United States Army Corps of Engineers


_____ Date September 28, 2002
Robert B. Flowers
Lieutenant General, U.S. Army
Commanding

International Mountain Bicycling Association


_____ Date September 28, 2002
Tim Blumenthal, Executive Director