



PARK AND RECREATION DEPARTMENT

AMENDED AND RESTATED AGREEMENT BETWEEN MECKLENBURG COUNTY, HEREIN COUNTY AND TARHEEL TRAILBLAZERS, HEREIN CONTRACTOR, FOR THE DEVELOPMENT AND MAINTENANCE OF MOUNTAIN BIKING TRAILS AT VARIOUS PARK LOCATIONS AS IDENTIFIED IN SCHEDULE 1 ATTACHED HERETO.

RECITALS

1. Contractor and County entered an agreement in March 2006 and now desire to amend and restate that prior agreement which shall be replaced in its entirety by this agreement
2. Contractor is a North Carolina non-profit corporation and wishes to develop and maintain mountain biking trails in the Mecklenburg County Park and Recreation Park System.
3. Contractor and County have maintained a partnership for several years, in which Contractor has been permitted to construct and maintain mountain bike trails in several selected County parks.
4. County agrees to allow Contractor to continue to build and maintain mountain bike trails (herein Trails) in selected County Parks as listed in Schedule 1 on a TEMPORARY use basis (until the sites are Master Planned or until areas used by Contractor are needed for other planned development) and Contractor desires to do so.

In consideration of the recitals, the mutual promises and conditions stated herein, and in recognition of the Contractor's role as an independent contractor and not as an employee of the County, County and Contractor agree as follows:

I. DUTIES OF THE CONTRACTOR:

- A. Prepare plans and specifications for the construction of Trails in approved County Parks. Such plans will be submitted to the County's Parks and Recreation Department Planning Staff (herein Staff) for review and approval. No Trail will be located closer than 100 feet from any Park boundary. Trail construction standards, design specifications, layout considerations and trail difficulty rating system standards may, to the extent reasonably possible, follow those promulgated by the International Mountain Bike Association (IMBA) but will in all cases follow plans which have been reviewed and approved by Staff.
- B. Contractor agrees to inspect the Trails on a monthly basis once constructed and open to public use, and maintain such trails in a safe condition. In the event that Contractor desires to clear, mark and/or stabilize the trails, Contractor agrees to present such plans to the Staff for review. Upon the

successful review of such plans, Staff may give permission to Contractor to proceed with the approved plans.

- C. In consultation with the Staff, develop and provide a signage system approved by the Staff identifying the Trails, their level of difficulty (as applicable), and unusually difficult sections of Trail. The signage plan may include codes of trail conduct and requirements for the use of safety equipment and shall be approved by the Staff before implementation.
- D. The Contractor may hold organized mountain biking programs or events, subject to the prior consent of County, including coordinating, sponsoring or co-sponsoring organized competitive racing events on the Trails. Mecklenburg Parks and Recreation logo shall appear on all publications and signs advertising or promoting these programs and events.
- E. The Contractor will report any problems or difficulties noted relative to safety issues by users of the Trails.
- F. The Contractor will deliver a quarterly report to County which will include a listing of approved events held that quarter, the number of participants for each event, and a list of approved upcoming events along with a summary of volunteer projects and the number of volunteer hours contributed in respect of the Trails. Contractor understands that all projects which it undertakes must have specific prior approval by County.
- G. Contractor agrees to meet with a designated County employee at least quarterly to review upcoming requests related to programs, plans, budgets, and events desired by Contractor and to review previously approved items as needed.

II. DUTIES OF THE COUNTY

- A. Meet with the Contractor as reasonably requested, but at least quarterly, to review requests for programs, plans, budgets, and events related to the Trails including approved Trail construction and maintenance and to review issues related to this Agreement.
- B. Notify Contractor of:
 - (1) Additional opportunities to build approved trails, and;
 - (2) Development of, or changes to, Master Plans or other policy or construction issues which may impact existing Trails;
- C. Provide Contractor reasonable access to the Parks so that it may fulfill its obligations hereunder.
- D. Provide mulch and gravel to assist Contractor with approved projects as may be possible.
- E. Provide technical advice and assistance to Contractor as may be possible and consistent with approved projects.

III. HOLD HARMLESS, INDEMNITY AND INSURANCE

- A. **Indemnification.** CONTRACTOR agrees to indemnify, defend and save harmless the

COUNTY and its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR's operations or services hereunder, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of CONTRACTOR by any person pursuant to this Agreement except to the extent that such bodily injury, death, personal injury or property damage arises from or is connected with the COUNTY's operations or services. CONTRACTOR's duty to indemnify the COUNTY shall survive the expiration or other termination of this Agreement, but only with respect to those liabilities, expenses (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage which arise from any of CONTRACTOR's operations or services provided prior to the expiration or other termination of this Agreement.

- B. **CONTRACTOR's Insurance.** CONTRACTOR shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the COUNTY as approved by the COUNTY's Risk Management Division and evidence of such programs satisfactory to the COUNTY shall be delivered to the COUNTY on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that the **COUNTY is to be given written notice of at least ten (10) days in advance of any modification or termination of any program of insurance.** Such insurance shall be primary to, and not contributing with any other insurance maintained by COUNTY, **and shall name MECKLENBURG COUNTY as an additional insured:**

Commercial General Liability: Insurance endorsed for Independent Contractor, Professional Liability, Premises-Operations, Products/Completed Operations, Contractual, bodily injury and property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

IV. **LIMITATIONS:**

- A. The Contractor shall not sell or provide, nor cause nor allow to be sold or provided, alcoholic beverages during any of its functions without prior written permission of County, including obtaining permits as may be required by the County's Park and Recreation Facilities Ordinance;
- B. The Contractor shall not transfer its obligations under this Agreement to other interested parties without prior written permission of County;
- C. Opportunities to participate in all activities conducted by the Contractor must be available without regard to race, religion, national origin, sex, or disability.

V. NOTICES

If to Contractor:

President
Tarheel Trailblazers
c/o 182 Saddle Road
 Mooresville, NC 28115
 Telephone: 704-896-3331

If to County:

Director
Mecklenburg County Park and
Recreation Department
5841 Brookshire Blvd.
Charlotte, N.C. 28216
Telephone: 704-336-5476

VI. TERM/TERMINATION

This Amended and Restated Agreement is entered into and effective as of the 15th day of May, 2012. This Agreement shall be effective for one year from the date hereof but will automatically renew unless terminated by notice as described herein. This Agreement may be terminated by either party for cause in the event that the other party remains in non-compliance of this Agreement after thirty (30) days notice of such non-compliance. Either party hereto may terminate this Agreement without cause and for any reason with a minimum of ninety (90) days written notice. This Agreement contains the entire agreement between the parties and may not be altered except by a written amendment executed by both parties.

[NO FURTHER TEXT THIS PAGE]

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS CONTRACT TO BE EFFECTIVE AS OF THE DATE ABOVE WRITTEN:

TARHEEL TRAILBLAZERS, a North Carolina non-profit corporation

By: _____
Edward Autry, President

MECKLENBURG COUNTY

County Manager/General Manager

Division Director, Park Operations and Athletic Services

Contracts Administrator

Director, Park and Recreation Dept.

Approved as to Form

County Attorney

Approved as to Insurance Requirements

Charlotte-Mecklenburg Division of Insurance Risk Management

SCHEDULE 1

**Parks with Trails or where Trails are Planned
or Under Construction**

Renaissance Park
Historic Tuckaseegee Ford Park
Col. Francis J. Beatty Park
North Mecklenburg Park
Sherman Branch Park
Jetton Park
Southwest Park
Lakewood Community Park
Sugar Creek Treatment Plant Property
Park Road Park
Dixie River Property