

MEMORANDUM OF UNDERSTANDING
RGS River Trail

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the Town of Rico, a Colorado home rule municipality ("Town") and the Rico Trails Alliance, a Colorado 501(c)(3) non-profit corporation ("RTA"). RTA and the Town are collectively referred to herein as the parties.

1. PURPOSE:

The purpose of this MOU is to formalize a cooperative relationship between the Town and RTA for development and management of a non-motorized trail extending from within the Town's River Corridor south to the boundary of Dolores County and Montezuma County ("RGS River Trail") as set forth herein.

2. AUTHORITY OF TOWN:

Section 1.2 of the Town's Home Rule Charter authorizes the Town to carry out all municipal functions, including but not limited to adoption and implementation of a master plan. The Rico Regional Master Plan ("Master Plan") applies both in Town and to the Rico Growth Boundary which includes lands in the East Fork of Dolores River drainage within three (3) miles of the Town boundary. An entire section of the Master Plan, Article VI, is devoted to open space, recreation and trails. The Master Plan's stated goals, objectives and policies include the following:

Promote the viability of public community spaces, including but not limited to ... the River Corridor... Article III, Goal A, Policy 5.

Preserve areas along the Dolores River ... for open space/recreation. Article V, Goal B, Policy 3.

Create trail systems that connect development with the natural environment. Article VI, Objective 2.

Preserve natural areas characterized by... current or potential recreational uses. Article VI, Goal A, Policy 4.

Preserve open space areas for recreational use, such as hiking, bicycling, horseback riding, nature studies, fishing, and individual escape and introspection. Article VI, Goal A, Policy 5.

Maintain and ensure public access to open space areas. Article VI, Goal A, Policy 1.

Establish a plan for regional trails that promotes convenient access of existing and future neighborhoods to surrounding natural areas and promotes separation of passive recreation from motorized activities. Article VI, Goal B, Policy 4.

Provide easy access to the network of trails for existing and future development and for visitors in the Rico region. Article VI, Goal C, Objective 1.

Acquire property and/or easements from private property owners as identified to establish a trail system. Article VI, Goal C, Policy 1.

Coordinate trail planning and development with the U.S. Forest Service. Article VI, Goal C, Policy 3.

Establish a fund and a volunteer program for trail maintenance. Article VI, Goal C, Policy 4.

3. MISSION OF RTA:

RTA is a 501(c)(3) non-profit corporation formed in 2017 by a group of local outdoor recreationalists pursuant to the Colorado Revised Nonprofit Corporation Act. Its mission is *"to promote local and regional trail systems in and around Rico, Colorado, with a focus on access, development and use of non-motorized trails."* To this end, RTA works with the Town, private property owners and the US Forest Service to establish and maintain a trails network in and around the Town of Rico.

4. MOU OBJECTIVE:

The objective of this MOU is to identify the basis for the Town and RTA's cooperative efforts to fund, develop and maintain the RGS River Trail located in the Town's River Corridor dedication area and the Town's easement area located on private land ("**Popek Property**") in compliance with the terms and conditions of the Recreational Trail Easement executed by the Town and the Popek Property owners ("**Popek Easement**"). The Portions of the RGS River Trail located on the Popek Property and within the Town's River Corridor dedication area are collectively referred to herein as the "**Town's RGS River Trail Areas.**"

5. STATEMENT OF PRIMARY ACTIONS:

Town and RTA hereby commit to the following actions:

- a. c. Cooperation in trail construction, realignment and restoration in the Town's RGS River Trail Areas.
- b. Cooperation in the installation of gates, boulders or other barricades and signage on the Town's RGS River Trail Areas in compliance with the Popek Easement and Town land use regulations and ordinances.
- c. Cooperatively identifying and securing funding for the pedestrian bridge on the Popek Property pursuant to the terms of the Popek Easement.
- d. Cooperatively identifying and developing an unpaved parking area near the RGS River Trail's trailhead on the Town's River Corridor dedication property, if determined necessary by the Town.
- e. Cooperation and coordination of grooming and maintaining the Town's RGS River Trail Areas in conjunction with RTA's performance of the same or similar activities on sections of the RGS River Trail located on U.S. Forest Service property.
- f. Cooperatively implementing publicity efforts related to the RGS River Trail.
- g. Cooperatively educating the general public as to use restrictions and historic features of the RGS River Trail.
- h. Cooperatively developing and implementing an operating plan for year-round use of the RGS River Trail ("**Operating Plan**").

I. Developing and continuing to build upon good working relationships with private property owners, public agencies such as the U.S. Forest Service, regional trails associations and local and regional historic preservation organizations.

J. Cooperatively communicating with CDOT related to any highway crossings and parking issues if and as necessary and appropriate.

6. MATTERS NOT AFFECTED BY MOU:

This MOU does not:

a. Alter or relinquish the Town's responsibility for management of non-recreational resources within its jurisdiction or authority.

b. Modify or alter any existing established rights or agreements.

c. Modify, in any way, the respective duties, obligations, rights, privileges, legal defenses or immunities of the parties.

d. Obligate the parties to exchange and/or sell land.

e. Obligate the Town to construct or maintain trails or trail infrastructure.

f. Obligate the Town or RTA to perform winter (Nordic) trail grooming.

g. Obligate the parties to transfer any funds.

7. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES:

a. The parties will seek grants and other funding to assist with planning, developing, managing and maintaining the Town's RGS River Trail Areas as a quality public recreational trail.

b. RTA and the Town will be co-applicants on the 2021 Non-Motorized Trails Grant Application submitted to Colorado Parks and Wildlife for funds to pay for bridge engineering and related assessments ("Planning Grant").

c. RTA will provide matching funds for the Planning Grant, in an amount equal to the Town's match, up to \$3,000.

d. RTA will provide matching funds for the RGS River Trail's pedestrian bridge to be installed on the Popek Property. The agreed amount, payment timing and conditions shall be set forth in a separate instrument signed by the parties once cost estimates are completed during the planning process.

e. RTA shall be responsible for providing labor for the construction, realignment, improvement and maintenance of the RGS River Trail single track and for installation of signage and barricades. Such efforts will be undertaken by RTA in conjunction with the U.S. Forest Service for portions of the RGS River Trail located on U.S. Forest Service land and in conjunction with the Town (and in compliance with the Popek Easement) for portions located in the Town's RGS River Trail Areas.

f. Prior to completion of the RGS River Trail, RTA will develop an Operating Plan, as part of this MOU, which will be subject to review and approval by the Town, and which shall be reviewed and updated, if and as needed, as determined by the Town. The Operating Plan shall include, but not be limited to, winter grooming operations. The parties understand and agree that winter grooming for fat biking and Nordic skiing and any other operations shall be subject to approval by the responsible party and shall be contingent upon the availability of appropriated funds.

g. This MOU shall be subject to the laws of the State of Colorado, whether now in force or hereafter enacted or promulgated and nothing herein shall be construed as in any way affecting or waiving the jurisdiction, responsibility, or existing rights of either party to this MOU.

h. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and/or individuals.

i. This MOU takes effect upon signing by both parties and shall remain in effect until terminated. Either party may terminate this MOU upon thirty (30) days written notice to the other party.

j. This MOU is not intended to and does not create any contract right, benefit or trust responsibility, substantive or procedural, enforceable at law or equity, by either of the parties against the other.

Rico Trails Alliance

By: Alex Wing
Alex Wing (Sep 10, 2020 16:37 MDT)
Alex Wing, President

Date: _____

Town of Rico

By: Barbara R. Betts
Barbara Betts, Mayor

Attest: Linda Yellowman
Linda Yellowman, Town Clerk

Date: 11/17/2020