



City of Whitehorse  
2121 - 2nd Avenue, Whitehorse, Yukon Y1A 1C2 Bus: (867) 667-6401 Fax: (867) 668-8398

## MEMORANDUM OF UNDERSTANDING: TRAIL USE & MAINTENANCE

**BETWEEN:** CONTAGIOUS MOUNTAIN BIKE CLUB ("CMBC")

**AND:** CITY OF WHITEHORSE (the "City")  
2121 Second Avenue  
Whitehorse, Yukon Y1A 1C2

### WHEREAS:

1. The City of Whitehorse manages and maintains a designated network of non-motorized and motorized multi-use trails for the use of Whitehorse residents in accordance with the 2007 Trail Plan and Trail Maintenance Policy;
2. The City of Whitehorse may partner with third parties to achieve its policy and operational objectives;
3. The achievement of Contagious Mountain Bike Club's mandate is dependent upon access to a quality, maintained network of trails and the ability to deliver programming and events on that network;
4. The activities of third parties on most trails located on municipal and/or Crown lands within the City of Whitehorse boundary are governed by the *Parks and Public Open Space Bylaw (2015)*, *Snowmobile Bylaw (2012)*, *All-Terrain Vehicle Bylaw (2012)* and Use of City Parks and Paved Trails Policy; and,
5. The Dirt n' Soul dirt jump park was initiated and constructed by Contagious Mountain Bike Club in partnership with the City of Whitehorse.

**IN CONSIDERATION** of the mutual promises, terms and conditions of this agreement contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ACTIVITY DESCRIPTION

- General trail and dirt jump park maintenance activities, including clearing of brush and/or trees blocking the trail corridor, ground and/or tread work, signage, and any other activities considered incidental to the maintenance of optimum use and enjoyment of trails and dirt jump features for all intended users.
- Motorized trail access, including the use of passenger vehicles, all-terrain vehicles and snowmobiles, as required for the purposes of trail construction and maintenance, event management, and search and rescue.



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- Special events, including races and other non-routine programming activities involving the assembly of participants and associated use of trails contained within municipal boundaries.
- Winter trail grooming, specifically the renovation of new and/or old snow to create a uniform, compacted trail tread using snowmobiles and/or other associated devices on trails not designated for motorized use.

#### TERMS AND CONDITIONS: GENERAL

- 1) This MOU authorizes CMBC to:
  - a) Conduct trail or dirt jump park maintenance on behalf of the City;
  - b) Utilize passenger and/or motorized vehicles on roads and/or trails for which this access is restricted pursuant to the aforementioned City bylaws in order to undertake trail and dirt jump park maintenance, event management, and search and rescue activities;
  - c) Groom the Red, Green/Yellow Brick Road, and Yellow trails at Magnusson as specified by the City on October 31<sup>st</sup> of each year; and,
  - d) Deliver programming and events not involving the use of tents in excess of 12x12 feet, restriction of access by other users, and/or damage to vegetation.
- 2) The City will provide CMBC with remuneration for costs incurred for supplies and services incidental to the fulfillment of any trail maintenance and/or grooming activities as specified in this MOU up to a maximum of \$5,000 per annum upon receipt of itemized invoice(s);
- 3) With the exception of access to roads and trails restricted from passenger and/or motorized vehicle use, CMBC shall comply with all other aspects of City and territorial legislation;
- 4) The City assumes no liability expressed or implied to allow CMBC to maintain trails on its behalf;
- 5) CMBC shall maintain in good standing Directors and Officers and Comprehensive General Liability insurance;
- 6) CMBC will add the City as an additional insured on its Comprehensive General Liability insurance policy in the amount of \$2 million dollars as a measure of protection against third party claims related to trail maintenance;
- 7) CMBC will not cause, suffer or permit trails to be used for any other purpose other than as provided by this MOU;
- 8) Nothing shall be done, omitted or permitted by CMBC in or on the trails in question which shall be or result in a nuisance;
- 9) CMBC will provide the City with an annual report by October 31<sup>st</sup> of each year, summarizing activities and volunteer hours carried out pursuant to this MOU and providing a tentative calendar of upcoming events;
- 10) This MOU does not entitle CMBC to exclusive possession of any trails, and the City reserves the right to grant other dispositions for either the trails and/or surrounding lands, for the purposes set out herein, or any other



purpose. For greater certainty this MOU does not convey any exclusive right, privilege, possession, property or interest with respect to the trails and/or surrounding parcels herein described;

- 11) The City shall hold CMBC free of any liabilities arising from the City's exercise of rights under this MOU and shall indemnify and save harmless CMBC from and against all actions, claims, demands, costs and damages whatsoever resulting from all activities on the trails in question by the City, or anything done or omitted to be done by, the City save and except for damages caused by CMBC or by persons or entities not authorized by the City; and
- 12) The City shall consult with CMBC in the event that the restriction of bicycle access to a trail located within municipal limits is contemplated.

#### TERMS AND CONDITIONS: ENVIRONMENTAL

- 13) Use of passenger and/or motorized vehicles on trails and/or roads normally restricted from these uses is subject to the trail and/or road in question being of sufficient width to accommodate this use without damage to surrounding vegetation;
- 14) If CMBC, in carrying out the terms and obligations of this MOU, causes, permits or in any way contributes to any detrimental environmental change from the condition of the trails at the time of the MOU, CMBC shall pay its proportionate share of any costs of remedial action which may be considered necessary, as reasonably determined by the City; and,
- 15) CMBC shall not store fuel on any City and/or Crown lands.

#### TERMS AND CONDITIONS: OTHER

- 16) Any new trail construction conducted by or on behalf of CMBC is to be undertaken in accordance with the Trail Development Application process and subsequent approvals from the Manager of Parks and Community Development and any territorial approvals, if applicable;
- 17) Any maintenance activity involving alteration to and/or reinforcement of a constructed wooden and/or metal trail feature shall only be undertaken by the City;
- 18) CMBC shall not make any alterations to the alignment, width, and/or otherwise substantively alter a trail without permission from the City;
- 19) Further to #3 under Terms and Conditions, CMBC shall comply with all other aspects of the *Snowmobile Bylaw (2012)* and *All-Terrain Vehicle Bylaw (2012)*, including licensing, registration, and operator training;
- 20) CMBC shall comply with any relevant occupational health and safety legislation where any employees are involved in the activities set out under this MOU;
- 21) CMBC shall notify the Manager of Parks and Community Development of activities pursuant to this MOU as follows:



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- a) As far in advance as is practicable of an organized maintenance activity, winter trail grooming, or associated motorized use of a restricted road and/or trail; and,
  - b) A minimum of one (1) week in advance for a special event.
- 22) CMBC shall erect trail signage (to be provided by the City) advising trail users of an organized maintenance activity underway;
  - 23) CMBC shall post a copy of this MOU to be available online while conducting the activities specified under this MOU;
  - 24) CMBC shall notify the Manager of Parks and Community Development once the activities for which advance notice have been provided are complete, and provide photographs if available; and,
  - 25) In the event of an unanticipated emergency and/or evacuation, CMBC may forego #20 and notify the City of the activity afterwards.

#### TERM

- 26) This MOU commences on October 31st and will be reviewed on an annual basis, timed to coincide with the submission of CMBC's report.
- 27) Either party may cancel or opt out of this MOU with 30 days' written notice.

All written notices respecting the trails noted above or this MOU shall be deemed to have been delivered to CMBC when mailed to:

Contagious Mountain Bike Club  
4061 4<sup>th</sup> Avenue.  
Whitehorse, Yukon  
Y1A1H1

And to the City when mailed to:

Landon Kulych, Manager  
Parks & Community Development  
City of Whitehorse  
2121 2<sup>nd</sup> Avenue  
Whitehorse, Yukon Y1A 1C2

Signed by the parties at Whitehorse, Yukon this 13 day of January 2020.

Landon Kulych  
Manager, Parks and Community  
Development  
City of Whitehorse

Samantha Salter  
President  
Contagious Mountain Bike Club