

Trail Partners Memorandum of Understanding

1. This Memorandum of Understanding (“MOU”) is by and between the Marin Horse Council (“MHC”), the Marin County Bicycle Coalition (“MCBC”), and the Marin Conservation League (“MCL”). The MOU is effective immediately once it has been duly approved and signed by each of the three founding groups.

2. MHC, MCBC and MCL (the “Parties”) enter into this MOU for the purpose of working together under the name “Trail Partners” in a joint effort to promote off-road trail safety and legal behavior, etiquette and resource protection throughout Marin County for all trail users, namely, those who hike, bicycle, and equestrians. The goal of Trail Partners is for the member organizations to act together in formulating and implementing a coordinated countywide campaign to encourage proper trail use, reduce potentially dangerous interactions between trail users, reduce prohibited trail use and effect behavior changes. To achieve this goal it is contemplated and agreed that the Trail Partners will pool their experience, expertise and efforts to:

- a) raise funds for developing and implementing the campaign,
- b) work with public land managers,
- c) work with consultants and contractors with pertinent expertise and/or authority,
- d) provide educational programs,
- e) clarify and support the rules and regulations of the agencies, and
- f) work together on any ancillary tasks in support thereof.

3. The Parties have adopted and hereby reaffirm the following Mission Statement:

“Operate a county-wide program in Marin that will engage all trail users in the safe and responsible use of trails. Through a multi-year campaign as a part of this program, educate trail users about the responsible use of trails and resource protection as well as help shift the culture of trail users to one that is mutually aligned and cooperative.”

4. All actions of the Parties related to Trail Partners shall be by unanimous consent, except as follows:

- a) Any of the Parties may engage in fundraising for Trail Partners without express consent of the other Parties, provided that any funds obtained are for the unrestricted use of Trail Partners.
- b) Any of the Parties may engage in educational activities regarding trail use and/or trail safety to promote the initiatives of the Trail Partners without the express

consent of the other Parties, provided such educational activities are consistent with the goals and initiatives adopted by the Trail Partners.

c) Any Party may engage in exploratory or preliminary meetings with other groups or government entities concerning the development or implementation of the Trail Partners initiative. However, whenever possible, representatives of all of the Parties shall be invited to any such meetings.

d) Any other activities that the Parties agree upon.

Notwithstanding the foregoing, each of the Parties shall use its best efforts to keep the others informed of such activities.

5. With the consent of all of the then current Parties to this MOU additional Parties may be added to the Trail Partners on such terms and conditions as the Parties agree upon.

6. Each Party has designated two individuals as their initial representatives for the Trail Partners. A Party may change its representatives to the Trail Partners at any time by giving notice of the change to the other Parties. Notice given to designated representatives of a Party shall constitute notice to the Party. Each Party will endeavor to have two representatives at all times.

7. The Trail Partners shall meet as often as necessary to develop and implement their initiative and to conduct any ancillary business, but at least once per calendar quarter. The presence of at least one representative of each of the Parties shall constitute a quorum for conducting business.

8. The initial representatives of the Parties have selected an initial chair of the Trail Partners. From time to time, as necessary or desirable, the representatives may select successor chairs. The Chair shall be responsible for convening and leading meetings of the Trail Partners and for recording and circulating minutes of such meetings.

9. Each of the Parties shall assist in fundraising measures to finance the activities of the Trail Partners. The Parties shall separately adopt policies, controls and procedures related to fundraising and handling of the Trail Partners financial affairs.

10. Any funds received by a Party on behalf of Trail Partners shall be held in trust and used exclusively for the benefit of the Trail Partners. Trail Partners shall choose one of the representatives to oversee its finances and to report to the group from time to time, but no less than once each calendar quarter. A representative from at least two of the Trail Partner parties will be signers on the account. Upon request, all financial books and records shall be available to the Trail Partners representatives upon reasonable notice.

11. Trail Partners shall have the power to engage consultants, contractors and the like to assist in the development and implementation of its initiatives. However, Trail Partners shall not enter into any agreement that creates or imposes any direct or indirect financial obligation on any of the Parties without the express written consent of the Party(ies) so obligated.

12. Trail Partners shall not advocate for or against expansion of opportunities for any user group; however, each of the Parties retains the right of advocacy on these issues in its own name. Notwithstanding the foregoing, Trail Partners may advocate in favor of safe trail design and management.

13. Trail Partners shall not use the logo or trade name of any of the Parties without express consent.

14. Any Party may withdraw from Trail Partners effective upon notice to the other Parties. However, the remaining Parties shall have the right to continue to use the name Trail Partners, and any funds that were raised, in a manner that is consistent with this MOU.

15. This MOU may be amended by written agreement of the Parties.

16. This MOU will be revisited by the Parties for analysis of the program's success and continuation by December 31, 2024.

Marin Horse Council

Marin Conservation League

(name and position)

(name and position)

Date

Date

Marin County Bicycle Coalition

(name and position)

Date