

MANAGEMENT AGREEMENT FOR THE STANDING BOY PRESERVE

The **Columbus Consolidated Government of Muscogee County, Georgia** (the “City”) and **Standing Boy, Inc.**, a Georgia nonprofit corporation (“SBI”), enter into this Agreement regarding the property located in Muscogee County commonly known as Standing Boy Trails or the Standing Boy Preserve (the “Preserve”) effective as of the date provided below.

BACKGROUND

1. **Intergovernmental Agreement.** The City and The Georgia Department of Natural Resources (the “Department”) have executed concurrently with this Agreement an intergovernmental agreement with an effective date of January 31, 2023 (the “IGA”) that grants the City control of the Preserve for the time period and under the conditions provided therein.
2. **Standing Boy, Inc.** Standing Boy, Inc. (“SBI”) is a Georgia nonprofit corporation that exists to:
 - First, protect and preserve the natural beauty and abundant resources of the Preserve for the benefit of present and future generations;
 - Second, create, maintain, and manage a spectacular natural-surface trail system that is consistent with the natural state of the Preserve; and
 - Third, leverage the natural beauty of the Preserve and the trail system to:
 - (i) support sound forestry management and ecological practices on the Preserve,
 - (ii) foster healthier, happier lives through physical activity in a natural environment, and
 - (iii) promote appreciation, understanding, and stewardship of nature.
3. **The Benefits of the Preserve to the Parties.** The City and SBI both wish to see the Preserve maintained in its natural state and utilized by residents and visitors for outdoor recreation. In addition to the often-recognized benefits of natural-surface trails, such as increasing appreciation for and stewardship of nature and improving overall wellness, the City and SBI believe a high-quality, well-maintained trail system on the Preserve will aid ongoing efforts to attract and retain desirable businesses and workers as well as confer a meaningful economic impact from tourism.

AGREEMENT

The parties agree as follows for valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. **INCORPORATION OF IGA.** The IGA is incorporated into this Agreement and all terms in this Agreement shall have the meanings assigned to them in the IGA.
2. **EFFECTIVE DATE.** This Agreement shall become effective on the Effective Date of the IGA.
3. **OBLIGATIONS AND RIGHTS OF SBI.**

- 3.1. **Construction of Trail System and Trailhead.** SBI shall construct the Trail System and a Trailhead sufficient for the Trail System and may construct Maintenance Facilities as needed, provided that construction of new parking areas or permanent structures (e.g., a shed for tools and equipment) shall require prior approval from the City.
- 3.2. **Events.** SBI may permit organized hikes, runs, rides, or other similar gatherings for which participants must pay an entry or other similar fee (“Events”) on the Trail System and may close all or a portion of the Trail System to the general public during such events, provided that
- (a) All Events shall be subject to trail closures due to poor trail conditions (i.e., the trails are too wet) or otherwise present a danger to public health or safety;
 - (b) All promotional, registration, and other similar materials for an Event must inform participants of the possibility the Event will be cancelled or rescheduled because the Trail System is closed due to trail conditions; and
 - (c) As a condition for the approval of any Event, SBI shall require the event organizer to submit an adequate event plan for the Event, which must demonstrate, as appropriate, adequate provisions for liability issues (including but not limited to insurance) as well as parking, restroom facilities, and removal of all marking tape and litter from all areas of the Preserve, including but not limited to the portion of the Trail System used for the Event.
- 3.3. **Hours of Operation.** SBI shall open and close the Trail System and gate allowing access to the Trailhead so that the Preserve is open and available to the general public in accordance with the IGA. In doing so, SBI shall
- (a) Set regular hours of operation, post such hours at www.standingboy.org, and install signage at the Trailhead directing users to the website for hours of operation; and
 - (b) Determine when use of the Trail System would damage the Trail System to an extent that the Trail System and Trailhead should be closed during regular hours of operation and post notice of such closures are www.standingboy.org;
- provided, however, that the Trail System shall be subject to closure by the City if necessary for public health or safety or other similar reasons.
- 3.4. **Hunting Days.** On days when the Department exercises its authority under the IGA to conduct hunts, SBI, and not the City, shall be responsible for coordinating with the Department to make any adjustments to the management of the Trail System and Trailhead or take any other actions that are necessary to accommodate the joint use of the property on those days.
- 3.5. **Fees and Revenue.** SBI shall impose, collect, and enforce the parking fee contemplated under the IGA and expend the resulting revenue in accordance with the IGA, provided that:
- (a) The parking fee shall be \$5 per day or \$100 per year, with such amounts being subject to change via a separate agreement between the parties;
 - (b) In enforcing the parking fee, SBI shall make reasonable efforts to encourage voluntary compliance and issue warnings to persons who do not pay the parking fee; however, SBI shall have the unqualified right to tow any vehicles for which the parking fee has not been paid assuming that all legally required signage for such towing from private property has been posted; and

(c) To prevent safety issues and support the collection of the parking fee, the City shall prohibit parking in the right-of-way along the portion of Old River Road that is adjacent to the Preserve.

3.6. **Maintenance of Trail System, Trailhead, and Maintenance Facilities.** SBI shall have total responsibility for maintaining and managing the Trail System, Trailhead, and Maintenance Facilities in accordance with the IGA. SBI shall pay all utilities incurred in doing so, including but not limited to power for the automated gate and water for the Trailhead.

3.7. **Rights of SBI are Exclusive.** SBI's rights and responsibilities under Sections 3.1 through 3.6 shall be exclusive.

3.8. **Insurance.** SBI shall

(a) provide for its own employees and require all contractors to provide liability insurance and Worker's Compensation coverage as required under the IGA, and

(b) cause the Department and the City to be named as additional insureds under the SORBA Policy or other general liability insurance policy satisfying the requirements of the IGA.

3.9. **Maintenance of Reserves.** Beginning in 2025, SBI shall make reasonable efforts to establish and maintain a reserve fund of \$50,000.

3.10. **Adherence to IGA; Cooperation with the City.** In the performance of its obligations and duties, SBI shall satisfy all requirements of the IGA and provide to the City any information requested by the City for the purpose of ensuring such compliance.

4. **OBLIGATIONS OF THE CITY.**

4.1. **Law Enforcement and Emergency Response.** The City shall provide all law enforcement and emergency response services for the Preserve, and nothing in this Agreement shall be construed as an assumption by SBI of any responsibilities to retain private security or provide private emergency response.

4.2. **Grants.** Upon request from SBI, the City shall make reasonable efforts to assist SBI in applying for grants and other similar sources of funding by indicating assent to or support for such application, allowing SBI to prepare an application on behalf of the City (with such application being subject to approval by the City), or taking other similar actions; provided, however that the City shall have no additional obligations to assist in the preparation of such application or financially obligate itself with respect to such applications.

5. **LIABILITY, WAIVERS, AND INDEMNIFICATION.**

5.1. **Liability and Indemnification.** SBI hereby releases and indemnifies the City and its representatives, officials, and employees from any and all injuries and damages, to include reasonable attorneys' fees and costs of litigation, suffered by persons using the Trail System and all employees, contractors, volunteers, and other similar persons acting on the Preserve and under SBI's direction.

5.2. **Conditions for Use of Trail System.** SBI shall make use of the Trail System and all volunteer activities contingent upon the assumption of certain duties and risks as well as the release of certain claims as provided in Exhibit A. These rules and terms of use shall be imposed on users and volunteers by posting them on www.standingboy.org and at the Trailhead. Additionally,

SBI shall require volunteers to sign a release and indemnification similar to Exhibit B, provided that the signing of such release shall not imply that volunteers do not effectively accept the trail rules and terms of use by engaging in volunteer activities. The trail rules, terms of use, and release may be modified by the parties via a separate agreement.

6. MISCELLANEOUS PROVISIONS.

6.1. Communications. All communications to SBI shall be directed to the Chairperson of Standing Boy, Inc. at trails@standingboy.org. All communications to the City shall be directed to City Manager, P.O. Box 1340, Columbus, Georgia 31902-1340.

6.2. Duration. This Agreement shall continue for the duration of the IGA.

6.3. Termination.

6.3.1. For Cause. The City may terminate this Agreement upon 45 days written notice to SBI if SBI defaults by failing to perform any of its obligations or duties hereunder and such continues for 30 days after such notice. The failure of the City to exercise such rights after one or more defaults shall not be a waiver of the rights of the City upon any subsequent default.

6.3.2. At Will. Any party may terminate this Agreement at-will upon 365 days written notice to the other party.

6.4. Jurisdiction. This Agreement will be governed in accordance with the laws of the State of Georgia. Both parties submit to jurisdiction and venue in Muscogee County, Georgia. Both parties also agree to acknowledge service upon receipt of process by mail.

6.5. No Waiver. No waiver by either party of any default waives any prior or subsequent default of the same or other provisions of this Agreement.

6.6. Severability. If any term, clause, or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, its invalidity does not affect the validity or operation of any other term, clause, or provision. The invalid term, clause, or provision is severed from the Agreement.

6.7. Integration and Amendment. This Agreement constitutes the entire understanding of the Parties. It revokes and supersedes all prior agreements between the Parties and is a final expression of their Agreement. Unless expressly provided otherwise, it cannot be modified or amended except by a writing signed by the Parties and specifically referring to this Agreement.

6.8. Headings. The headings in this Agreement are for convenience only and do not limit, add to, or alter in any manner the substance of any provision.

[signatures on following page]

The parties hereby execute this Agreement as of _____, 2022.

**COLUMBUS CONSOLIDATED
GOVERNMENT OF MUSCOGEE
COUNTY, GEORGIA**

STANDING BOY, INC.

By: _____

Its: _____

Blake Melton, Chair

EXHIBIT A:
RULES AND TERMS OF USE

**RULES OF THE TRAIL
FOR ALL USERS**

1. **Respect Trail Closures.** Visit www.standingboy.org for more information.
2. **Leave No Trace.** Don't litter and don't cut corners.
3. **Do Not Alter the Trails.** Instead, volunteer at the next trail workday.
4. **Take Complete Responsibility for Your Safety.** The trails are not an amusement park or fitness facility.
5. **Maintain Control of Your Dog.** For everyone's safety, including your dog's.
6. **Only One Earbud.** You can't be considerate of others if you can't hear them.
7. **Be Nice, Say "Hi."** When you encounter others, be courteous and use common sense.

**ADDITIONAL
RULES OF THE TRAIL
FOR RIDERS**

1. **Wear Appropriate Protective Gear.** Always wear a modern, mountain-bike-specific helmet suitable for the riding you are doing. Depending on your skill level and the riding you are doing, consider knee pads, elbow pads, a full-face helmet, and other body armor. If in doubt, put it on.
2. **Use an Appropriate Bike in Good Repair.** Use a bike appropriate for your skill level and the riding you are doing. Make sure it is in good repair.
3. **Ride Under Control at All Times.** Some trails require advanced skills. Never attempt to ride beyond your current abilities and equipment.
4. **Scout Before You Send.** The trails are natural-surface trails that change daily and are not inspected regularly.

TERMS OF USE

By entering this property, you voluntarily and willingly affirm and make the following understandings, representations, and agreements, for which your use of this property constitutes adequate consideration.

You understand that

1. This property is a natural environment that entails numerous inherent risks, including but not limited to steep slopes, holes, roots, rocks, unstable or slippery surfaces, falling objects such as branches and trees, poisonous plants, dangerous wildlife, and adverse weather conditions.
2. Many of the trails are designed, constructed, and maintained to difficult physical and technical challenges, which involve high levels of risk, including serious injury or death.
3. Trail characteristics and conditions change regularly as the result usage, erosion, trail work, and other similar factors, the trails are not regularly inspected, and it may be some time before volunteers identify and are able to address damaged sections of trail.
4. Since this property is open to the public, you or your property may be injured by the negligent or intentional actions of other persons.
5. If you have induced a legally incompetent person (including but not limited to a minor) to be upon this property, you are wholly responsible for their conduct and safety.

You represent and agree that

6. You have reviewed and fully comprehend this agreement and the rules of the trail, and you will abide by the rules of the trail at all times.
7. This agreement applies to all activities undertaken on this property, including but not limited trail construction and maintenance or other similar volunteer activities;
8. You are in good health and have the requisite physical fitness, outdoor knowledge, and (if applicable) bike riding experience and skills to enjoy this property in a safe manner.
9. You release and indemnify the Owners from any and all liability or responsibility, including but not limited to attorney's fees and costs, for all injuries or damages directly or indirectly related to use of this property by yourself or legally incompetent persons you have induced to be on this property.
10. The term "Owners" includes the Georgia Department of Natural Resources, Columbus Consolidated Government of Muscogee County, Georgia, Standing Boy, Inc., the Chattahoochee Valley Area chapter of the Southern Off-Road Bicycle Association, and all partners, affiliates, officers, members, employees, volunteers of any of the foregoing.
11. You consent to jurisdiction and venue in Muscogee County, Georgia.

EXHIBIT B:
VOLUNTEER RELEASE AND INDEMNIFICATION

VOLUNTEER RELEASE AND INDEMNIFICATION

The undersigned affirms and makes the following understandings, representations, and agreements as a condition of participation in the volunteer activities, with the opportunity to participate in such activities constituting adequate consideration.

1. Volunteer activities include any and all activities directly or indirectly related to the exempt purposes of the Chattahoochee Valley Area chapter of the Southern Off-Road Bicycle Association or Standing Boy, Inc., regardless of whether such activities occur under the direct supervision either entity or on a property managed or controlled by either entity.
2. Volunteer activities will, without limitation, (i) involve the use of the use and maintenance of dangerous tools or equipment, (ii) be conducted in a natural environment that entails numerous inherent risks, including but not limited to steep slopes, holes, roots, rocks, unstable or slippery surfaces, falling objects such as branches and trees, poisonous plants, dangerous wildlife, and adverse weather conditions, (iii) be undertaken in conjunction with other volunteers, which means you could be injured by the negligent or intentional actions of other volunteers, and (iv) involve risks that include, without limitation, serious bodily injury and death.
3. You will abide at all times by the parameters and safety guidelines for a volunteer activity and will not undertake any activity for which you do not have the requisite fitness, knowledge, or skill.
4. You assume full responsibility for evaluating the safety of and using any tools or equipment provided by you, another volunteer, or a Sponsor.
5. On behalf of yourself and any minors you have induced to engage in any volunteer activity, you release and indemnify the Sponsors from any and all liability or responsibility, including but not limited to attorney’s fees and costs, for all injuries or damages directly or indirectly related to the volunteer activity.
6. The term “Sponsor” includes the Chattahoochee Valley Area chapter of the Southern Off-Road Bicycle Association, Standing Boy, Inc., the Georgia Department of Natural Resources, Columbus, Georgia Consolidated Government, and all partners, affiliates, officers, members, employees, volunteers of any of the foregoing.
7. This agreement shall bind your heirs, administrators, successors, and assigns.
8. You consent to jurisdiction and venue in Muscogee County, Georgia.
9. This agreement shall remain in effect until revoked by you in a writing delivered to trail@standingboy.org.

[sign]

[print name]

Date: _____

Applicable Minors

