

Memorandum of Understanding (MOU)

By and Between

The City of Madison County, Alabama and

The Southeastern Climbers Coalition

THIS Memorandum of Understanding (the “MOU”), made this _____ day of October 2022,(the date to be inserted by the last party to execute) by and between the **City of Madison, Alabama**, an agency of the State of Alabama (hereinafter referred to as the “City of Madison”) whose address is 100 Hughes Road, Madison AL 35758, and the **Southeastern Climbers Coalition**, 501(c)(3) non-profit organization dedicated to preserving climbing access in the southeast (hereinafter referred to as the “SCC”) whose address is PO Box 3324 Chattanooga TN 37404.

I. B. BACKGROUND

Since 1993, the SCC has maintained relationships with land managers to ensure public access to climbing areas in the region; and worked with partners and volunteers to organize and execute an average of 30 trail days a year at public and private areas amassing hundreds of volunteer hours to provide stewardship, conservation, and land management support. The SCC and the City of Madison recognize that Rainbow Mountain Preserve not only is a park that conserves the land and its natural flora and landscape, but also as an opportunity to provide an outdoor recreation experience wholly unique to the City of Madison. Rainbow Mountain Preserve offers the opportunity to provide natural bouldering and climbing area features to the local residents and the region as a whole. The City of Madison owns the Rainbow Mountain Preserve property, while the Land Trust for North Alabama manages all of the trail access, trail development, and trail maintenance activity.

II. PURPOSE

The purpose of this MOU is to establish a partnership between City of Madison And SCC in forging a continuing working relationship for managing rock climbing and bouldering activities on Rainbow Mountain Preserve.

III. SCOPE:

This MOU shall apply to Rainbow Mountain Preserve.

IV. RESPONSIBILITIES

A. The Southeastern Climbers Coalition (SCC) shall:

1. Lead two trail days a year to help maintain existing boulder access trails as necessary to provide appropriate access and provide support on graffiti and litter removal.
2. Assist with periodic trail inspections of the boulder access trails and climbing areas, and support maintenance through annual volunteer trail day(s). All issues found that require repairs shall be referred to the City of Madison in writing and include date of inspection/referral and brief description of the repair that needs to be completed.
3. Inform City of Madison of any matters which may affect the administration and/or management of the climbing resources of Rainbow Mountain Preserve.
4. Report locations of any rare, threatened or endangered species or archaeological resources encountered while climbing in Rainbow Mountain Preserve.

5. Provide a primary liaison person (Area Representative) for coordination with City of Madison and SCC.
6. Comply with all rules and regulations which apply to Rainbow Mountain Preserve.

B. City of Madison shall:

1. Allow for rock climbing and bouldering activities at Rainbow Mountain Preserve
2. Allow for the Land Trust for North Alabama to remove "No Rock Climbing" from signage.
3. Provide a primary liaison person for coordination with SCC.
4. In conjunction with the Land Trust for North Alabama, help provide tools and/or materials to assist in completion of projects when possible.
5. In conjunction with the Land Trust for North Alabama, perform all necessary repairs to maintain safe access for the public at Rainbow Mountain Preserve.

V. TERMINATION

Either party may terminate this Agreement with forty-five (45) days written notice to the other, if the other party defaults by failing to perform any of its obligations or duties hereunder and such default remains continuing thirty (30) days after such notice. SCC or City of Madison may terminate this Agreement for convenience with three hundred sixty five (365) days written notice to the other.

VI. GENERAL PROVISIONS

- A. The brief headings or titles preceding each section herein are merely for the purpose of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this MOU.
- B. Each of the provisions of this MOU shall apply, extend to, be binding upon and inure to the benefit or detriment of City of Madison and SCC, to the successors and assigns of Madison County, and to the extent that City of Madison has consented to an assignment of this MOU, to the successors and assigns of SCC, and shall be deemed and treated as real covenants running with the land during the term of this Agreement.
- C. No failure of either party to exercise any right or power given to the other party under this MOU, or to insist upon strict compliance by the other party with the provisions of this MOU, and no custom or practice of the City of Madison or SCC at variance with provisions of this MOU shall constitute a waiver of SCC or the Madison County's right to demand exact and strict compliance by the other with the terms and conditions of this MOU.
- D. All rights, powers and privileges conferred by this MOU upon City of Madison and SCC shall be cumulative, and not restrictive, of those given by law.
- E. If any provisions in this MOU or any portion thereof should be ruled void, invalid, or unenforceable or contrary to public policy by any court of competent jurisdiction then any remaining portions of such provisions and all other provisions of this MOU shall survive and be applied, and any invalid portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.
- F. Should any provision of this MOU require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
- G. No estate in land shall pass out of the City of Madison by virtue of this Agreement.

- H. The parties represent that they have the right, power and authority to enter into this MOU and that no further approvals, permissions, or consents of any sort from any persons or entities are necessary for them to enter into this MOU.

VII. MODIFICATIONS AND AMENDMENTS

No modification of or amendment to this MOU shall be binding on either party hereto unless such modification or amendment shall be in writing and signed by authorized representatives of both the City of Madison and SCC.

IN WITNESS WHEREOF, City of Madison and SCC, acting by and through their duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

City of Madison, Alabama

By: _____

Kory Alfred, Parks and Recreation

Date: _____

SOUTHEAST CLIMBERS COALITION

By:  _____

Meagan Evans, Executive Director

Date: _____10/10/2022_____