

**Village of Mantua, Ohio
RESOLUTION 2018-61
"Exhibit A"**

**Cuyahoga River Water Trail
Memorandum of Understanding**

by and between

**the Board of Park Commissioners of the Cleveland Metropolitan Park District, Summit
Metro Parks, City of Akron, Ohio, National Park Service, Cuyahoga Valley National Park,
Geauga Park District, City of Kent, Ohio, Village of Mantua, Ohio, Portage Park District,
Village of Silver Lake, Ohio, City of Cuyahoga Falls, Ohio**

WHEREAS, the Cuyahoga River Water Trail Partners is a committed stakeholder group comprised of municipalities, agencies, non-profit corporations and interested individuals along the course of the Cuyahoga River in Geauga, Portage, Summit, and Cuyahoga Counties, Ohio;

WHEREAS, the purpose of the Cuyahoga River Water Trail Partners is to improve and promote public access to, and use of, the Cuyahoga River Water Trail as a valuable resource for low-impact recreation, economic development, and tourism and to support and enhance river appreciation, conservation and stewardship;

WHEREAS, the agencies managing public access points on the Cuyahoga River can benefit by collaborating to share information, coordinate public education and engagement, and create best practices for water trail development and management;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein the Parties agree as follows:

ARTICLE I – BACKGROUND AND OBJECTIVES

This Memorandum of Understanding (“MOU”) is effective as of October 18, 2018 (“Effective Date”). The purpose of this MOU is to encourage and formalize a cooperative framework necessary to effectively coordinate and manage the Cuyahoga River Water Trail (“CRWT”) across jurisdictional boundaries on properties that provide public access to the Cuyahoga River.

This MOU officially creates the Cuyahoga Water Trail Partners (“CRWTP”) as a collaborative partnership working cooperatively to improve and promote public access to and use of the CRWT as a valuable resource for low-impact recreation, economic development and tourism, and to support and enhance river appreciation, conservation and stewardship.

This MOU also creates a collaborative partnership among the parties to educate, train and share information with agency staff and the general public, and to work cooperatively to obtain funding to create educational, recreational, scenic, and environmentally rewarding opportunities for paddlers and others using the waterway.

The organizations that own and/or manage public access points along the Cuyahoga River shall be considered Managing Partners. These entities initially include the Cleveland Metropolitan Park District (“Cleveland Metroparks”), Summit Metro Parks, Cuyahoga Valley National Park, Geauga Park District, Portage Park District, City of Akron, City of Cuyahoga Falls, City of Kent, Mantua Village and Silver Lake Village.

Various organizations or individuals that have special interest or expertise in the CRWT may, at any time, choose to participate informally with CRWTP as Stakeholder Partners.

ARTICLE II – STATEMENT OF MUTUAL BENEFITS AND INTERESTS

All signatories of this MOU have mutual interest in creating a network of water trail segments along the Cuyahoga River to: restore and enhance water quality through environmental stewardship, improve public access to and along the Cuyahoga River to promote multimodal recreational experiences, and energize the quality of life and economic development of the region through increased activity, use, and appreciation of the Cuyahoga River. The parties share the following common goals:

- A. By mutual agreement of the parties, each segment of the Cuyahoga River which can accommodate paddlers is physically equipped with adequate water trailheads (put-ins/take-outs), wayfinding, informational and interpretive signs, brochures, maps and publications –all in accordance with the guidelines provided for by State and/or National Designation Programs such that official designation can be obtained, if desired.
- B. Each trail segment is recognized, accepted, and supported by the local communities which it serves.
- C. Each trail segment and its amenities are managed by one or more entities committed to providing open public access.
- D. Each party collaborates to develop a common identity for promotion, branding, and marketing of the CRWT.
- E. Each party works to facilitate development of cooperative agreements, as needed for CRWT management, including but not limited to opportunities for shared funding sources, resource, materials, and personnel, including volunteers, expertise, and equipment.
- F. Each party commits to sharing best management practices with each other and interested parties.
- G. Each party seeks opportunities to include multimodal experiences that may include scenic overlooks, hiking and biking trails, and if possible the Cuyahoga Valley Scenic Railroad.

ARTICLE III – AUTHORITY

This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate board or statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

ARTICLE IV – STATEMENT OF WORK

The intent of this MOU is to:

- A. Create and designate a water trail along the Cuyahoga River for the community and visitors incorporating best management practices and creating a common brand identity.
- B. Enhance the water quality, ecological function, and beauty of the Cuyahoga River through environmental stewardship.
- C. Encourage the sharing of resources, information, expertise, and efforts on a willing and cooperative basis on both public and private lands.
- D. This MOU is not intended to establish legal authorities or mandates that do not currently exist.

Undersigned parties (signatories) mutually agree to the following:

- A. To designate a key contact to represent their organization in meetings and activities of the CRWTP as appropriate.
- B. To form the CRWTP Steering Committee comprised of representatives of Managing Partners to provide expertise and oversight to water trail management activities within the CRWT. (see Appendix A for a summary of organization and responsibilities of the Steering Committee).
- C. To the extent that is reasonably practicable, involve interested individuals and organizations as Stakeholder Partners.
- D. To establish the agreed upon route of the CRWT. The Steering Committee will update the map as additional changes to the route are mutually agreed upon by the parties. (Appendix B).
- E. To provide resources to each other in accordance with this MOU, which may include sharing technical expertise, participating in management of river access, contributing staff/work time, sharing materials, potentially including plant materials used to revegetate project areas, and sharing other resources, such as maps, images, reports, surveys and equipment.
- F. To provide opportunities to outside interest groups, private landowners, and the public for involvement in the CRWT.
- G. To utilize any appropriate partner/stakeholder as the fiscal administrator/agent for any grants or financial support received by the CRWT.
- H. To review this MOU and make revisions and updates as necessary to meet the purpose of this agreement. Amendments or revisions will become effective following approval and signature by seventy-five percent (75%) of Managing Partner signatories.

This MOU in no way restricts any of the parties from owning, managing, and maintaining their respective portions of the Cuyahoga River Water Trail or from participating in similar activities with other public or private agencies, organizations, or individuals, nor does it restrict decisions in water trail management by each party to this MOU.

ARTICLE V – TERM OF AGREEMENT

This MOU will be effective for a period of five (5) years from the Effective Date, both dates being inclusive. Individual signatories shall meet on or before October 17, 2022 to discuss the future of the CRWT and this MOU. Individual signatories may remove themselves from the MOU at any time in accordance with the termination provisions of Article IX below. Upon or before expiration, this MOU may be subject to review and renewal at which time the parties may execute a new MOU or amendment to continue cooperative management of the CRWT.

ARTICLE VI – ADDITIONAL PARTIES TO THIS MOU

Additional parties may be added and are encouraged to be added to this MOU at any time upon the mutual agreement of seventy-five percent (75%) of the Managing Partners as evidenced by a written amendment to this MOU. All Managing Partners will be notified of any additional party interested in

joining the MOU and will be given thirty (30) days after such notification to evaluate any conflict of interest. If a conflict of interest is identified, any Managing Partner may choose to withdraw from the MOU in accordance with the termination provisions of Article IX. If the Managing Partner does not choose to withdraw, then the interested, additional party creating the conflict of interest may not be added to the MOU.

ARTICLE VII – REPORTS AND/OR OTHER DELIVERABLES

The parties agree to compile an annual written report of project accomplishments by January 31 following each calendar year.

ARTICLE VIII – PROPERTY UTILIZATION

Any property purchased or otherwise obtained through cooperative efforts under this MOU will be subject to separate agreement and may be utilized cooperatively in accordance with the spirit of this document and independent participant requirements.

ARTICLE IX – MODIFICATION AND TERMINATION

- A. This MOU may be modified only by written approval of seventy-five percent (75%) of the Managing Partners in a written amendment signed by all the Managing Partners, or by an exchange of correspondence that includes the express written consent of an authorized individual for each Managing Partner.
- B. Any party may terminate participation in this MOU by providing all Managing Partners to the MOU with advance written notice of termination.

ARTICLE X – STANDARD CLAUSES

- A. Civil Rights. During the performance of this MOU, the parties agree to abide by the terms of the U.S. Department of Interior – Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, sexual orientation, military service or veteran status, gender identity or expression, mental or physical disability, or genetic information. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, sexual orientation, military service or veteran status, gender identity or expression, mental or physical disability, or genetic information.
- B. Public Information Release
 - 1. Public Information
 - (a) each party proposing to issue any press release or other written or oral public announcement/disclosure (a “Disclosure”) or hold public meetings concerning this MOU or the water trail shall provide an advance copy of the Disclosure or advance schedule of the public meetings to the Managing Partners and shall allow each of the Managing Partners the opportunity to comment thereon. No such Disclosure or public meeting shall be made by any party without the consent of at least seventy-five percent (75%) of the Managing Partners, in each case such consent shall not to be unreasonably withheld.

(b) the parties will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies another party endorses a product, service, or position which any party represents. No release of information relating to this MOU may state or imply that another party or the Federal Government approves of the work product of a party or considers any other party's work product to be superior to other products or services.

(c) the parties will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

2. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting all other parties. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this MOU may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, any party may publish data after due notice and submission of the proposed manuscripts to the other parties. In such instances, the party publishing the data will give due credit to the other parties but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XI – SIGNATURES AND KEY OFFICIALS

A separate sheet signed by the person authorized to execute this MOU as a Managing Partner and designating the organization's key contact is attached for each party.

**Signature Page for
Managing Partners**

Signatory for (Agency or Organization): _____

(Name, Title)

Date

Key Contact:

Name:

Title:

Mailing Address:

Phone:

Fax:

E-mail:

APPENDIX A

STEERING COMMITTEE ORGANIZATION

The Steering Committee will:

- A. Be comprised of Managing Partners with a designated chairperson, vice-chairperson, and general Steering Committee representatives (representatives).
- B. Initially be chaired by _____, of _____.
- C. Appoint subsequent Steering Committee chairperson and initial vice-chairperson from the representatives. Intervals of such appointments shall be at the discretion of the Steering Committee.
- D. Initially be comprised of a general representative from each Managing Partner or their designated alternate.
- E. Make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this MOU. Representatives will participate in at least one meeting annually, which generally will be held by December 15, to coordinate CRWT activities.
- F. Share pertinent information, encourage and promote cooperation, and keep communication open and frequent so all representatives are informed on the status of issues that may affect working relationships.
- G. Operate by consensus with a commitment to cooperation across jurisdictional boundaries.

STEERING COMMITTEE RESPONSIBILITIES

The Steering Committee will conduct activities including but not limited to:

- A. Convening meetings as necessary.
- B. Engaging Stakeholder Partners and actively seeking other cooperators, volunteers, and various funding sources critical to the management success of the CRWT.
- C. Identifying, approving and engaging appropriate organizations to serve as a legal representative or fiscal agent of the CRWTP for the purposes of receiving and expending grants, entering into legal contracts for approved CRWT projects, or other such agreements that require the participation of a legal entity.
- D. Encouraging cooperative relationships and active participation by private land owners, visitors, state and local governments and community organizations.
- E. Establishing and defining the CRWT area boundary. Developing an overall CRWT plan and providing subsequent recommendations to the parties of this MOU for potential modifications to that plan.

- F. Developing, prioritizing, and approving cooperative CWRT projects.
- G. Developing public relations, education, and training initiatives.
- H. Maintaining records of accomplishments and providing to the parties of this MOU an annual written report of project accomplishments by January 31 following each calendar year.
- I. Further defining specific Steering Committee Responsibilities in the approved CRWT plan and other operating plans, as appropriate.
- J. Reviewing, revising and updating this MOU, as necessary.

APPENDIX B

Provisional Boundary Map of Cuyahoga River Water Trail

