

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HUMBOLDT TRAILS COUNCIL
AND
COUNTY OF HUMBOLDT**

This Memorandum of Understanding (“MOU”) is hereby made and entered into by and between the Humboldt Trails Council, hereinafter referred to as “HTC,” and the County of Humboldt, by and through the Humboldt County Department of Public Works, hereinafter referred to as “COUNTY.”

A. PURPOSE:

The purpose of this MOU is to formalize the partnership between the HTC volunteer program Volunteer Trail Stewards, hereinafter referred to as “VTS,” and COUNTY. VTS is a program with an abundance of volunteers and tools, training and labor management support dedicated to park and trail system maintenance, monitoring, and reporting. COUNTY owns a large number of parks and trails that require constant maintenance support, monitoring for hazards and other maintenance issues, and associated financial support to pay for staff, tools, and other resources. With ongoing future expansion expected for COUNTY park and trail facilities, associated costs will continue to rise. By formalizing a partnership between HTC and COUNTY, the costs associated with park and trail maintenance will decrease, while the timeliness and thoroughness in maintaining these facilities will increase. This partnership will empower trail and park users, neighbors of these facilities, and other interested parties to play a direct role in the maintenance and monitoring of COUNTY’s facilities. This MOU will formalize a volunteer scope of work, protocol of communication between VTS staff and COUNTY staff, liability and insurance coverage, monitoring of VTS program effectiveness and value, and COUNTY financial dedication to VTS.

B. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

Both HTC and COUNTY have shown a commitment to supporting trail and park facilities within Humboldt County. HTC has been an ongoing advocate of new trail development and COUNTY has agreed to operate and maintain the facilities constructed on their property. The organized support of those who enjoy COUNTY run trail and park facilities will help decrease associated operations and maintenance expenses, which will encourage COUNTY to continue taking responsibility for new future trail and park systems advocated for by HTC. Therefore, it is in the best interest of both parties to work together to create a sustainable operation and maintenance-focused volunteer organization that works effectively to overcome overextension of COUNTY resources.

While HTC has provided VTS services for the Hammond Trail on COUNTY property for many years, it is anticipated that further VTS services will be utilized by COUNTY for additional trails under the ownership of the COUNTY, including the existing McKay Community Forest, future Humboldt Bay Trail South, and future segments of the Annie & Mary Trail. VTS work on those additional COUNTY trails is within the scope of this MOU.

C. HTC, THROUGH VTS, SHALL:

1. Assist in the operation and maintenance of any and all COUNTY park and trail facilities as long as:
 - a. Sufficient community volunteer interest exists to support a program on any given park or trail facility; and
 - b. Sufficient financial resources are available to operate on any given park or trail facility.

2. Perform the following tasks:
 - a. Trail construction (e.g., unpaved recreational trails);
 - b. Trail rehabilitation and modification;
 - c. Litter pick-up;
 - d. Clear trail surfaces of debris, including, but not limited to, leaves, branches, cones, and gravel;
 - e. Cut or trim vegetation encroaching onto the trail (this may include the use of gasoline powered equipment);
 - f. Mow grass within the trail right-of-way;
 - g. Prune native plants;
 - h. Re-stock dogi-pots;
 - i. Clean trail signs;
 - j. Inspect and report on facilities for damage;
 - k. Graffiti removal;
 - l. Invasive plant species removal;
 - m. Landscaping and other small COUNTY projects, including, but not limited to, minor mechanical trail drainage improvements and erosion and sediment control.
3. Hold a minimum of one (1) volunteer event per month, per facility, that will focus on one (1) or more maintenance needs identified through volunteer reporting over the previous month, or as directed by COUNTY staff.
4. Provide COUNTY with feedback on trail and park facility conditions.
5. Train all volunteers to ensure they function as knowledgeable information sources and positive examples while acting under the VTS program on all COUNTY park and trail facilities.
6. Cover all volunteers operating under the VTS program with liability insurance in the amount of:
 - a. \$1,000,000 for each occurrence; and
 - b. \$2,000,000 overall.
7. Cooperate with COUNTY on any additional volunteer authorization or waiver procedures.
8. Report any volunteer accidents or other instances where volunteer safety has been jeopardized.

9. Report all illegal activity encountered on COUNTY facilities by calling 911 immediately.
10. Coordinate with COUNTY staff, through a lead VTS contact, on protocols for all volunteer activities, facility conditions reporting content, organization of all volunteer events, additional COUNTY needs, safety measures, and changes in tasks performed.
11. Train and monitor all volunteers to ensure all work and reporting performed on COUNTY property complies with COUNTY safety and maintenance standards.
12. Ensure that volunteers do not modify or change any trail route or configurations without permission from COUNTY.
13. Proactively include COUNTY in program funding opportunities to the greatest extent possible.
14. RESTRICTIONS: VTS shall not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If VTS's responsibilities are changed in such a way that driving will be required during the performance of the services required hereunder, VTS shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage prior to the commencement of any such driving. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

D. COUNTY SHALL:

1. Provide clear direction regarding proper safety and maintenance techniques to be used by volunteers on COUNTY trail and park facilities.
2. Provide regular feedback about the effectiveness of the program and any desired changes to the volunteer scope of work or how volunteer tasks are executed.
3. Provide and maintain hand tools, gloves, trash bags, and other basic equipment to support volunteer maintenance of COUNTY trails facilities.
4. Provide financial support to the VTS program in the amount of \$100 per 20 hours of reported volunteer service time during organized VTS workdays with a maximum contribution of \$3,500 annually.
5. Participate in, and support, all grant opportunities applied for by HTC in support of VTS, including, but not limited to:
 - a. Writing letters of support; and
 - b. Proactively searching for grant and other VTS funding opportunities.
6. Minimize the amount of paperwork and other partnership hurdles to the greatest extent possible.
7. Remove or provide free access to a disposal facility for all green waste and trash collected during volunteer outings.
8. Provide a yearly report on trends in COUNTY park and trail maintenance costs for each facility VTS operates on.

9. Continue to support the sustainable development of new connected trail and park facilities on COUNTY property.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. HTC and COUNTY will communicate openly about any matter regarding the VTS partnership.
2. Any change in this MOU or the protocols developed under this MOU will require the joint approval of the HTC board and the Humboldt County Public Works director.
3. It is the intention of HTC and COUNTY that this partnership will continue long term, but should it not be deemed satisfactory this MOU can be modified or terminated at any time by mutual consent upon sixty (60) days advance written notice.
4. COUNTY and HTC will be named as equal partners on any promotional, outreach, or informational materials published regarding VTS.

F. INDEMNIFICATION:

1. Hold Harmless, Defense and Indemnification. VTS shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, VTS's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
2. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve VTS from liability under this provision. This provision shall apply to all claims for damages related to VTS's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

G. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and VTS is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

1. General Insurance Requirements. Without limiting VTS's indemnification obligations provided for herein, VTS shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of VTS and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
 - a. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general

aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

- b. As stated in Section C, VTS will not drive an automobile in the performance of the specialty mental health services provided pursuant to the terms and conditions of this Agreement. If VTS's responsibilities are changed in such a way that driving will be required during the performance of such specialty mental health services, VTS shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
- c. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

If VTS has no employees, VTS may sign the following certification in lieu of Workers' Compensation Insurance:

"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this Agreement."

VTS: _____
NAME Date

2. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
 - a. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of VTS. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - i. Includes contractual liability.
 - ii. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - iii. Is the primary insurance with regard to COUNTY.
 - iv. Does not contain a pro-rata, excess only and/or escape clause.
 - v. Contains a cross liability, severability of interest or separation of insureds clause.

- b. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that VTS shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 - c. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 - d. For claims related to this Agreement, VTS's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to VTS's insurance and will not be used to contribute therewith.
 - e. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 - f. VTS shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If VTS does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to VTS under this Agreement.
 - g. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and VTS shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
3. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

VTS: Humboldt Trails Council
Attention: Michael Proulx, President
Post Office Box 7164
Eureka, CA 95502

H. PRINCIPAL CONTACTS:

County of Humboldt Public Works
Hank Seemann
Deputy-Director of Public Works
1106 Second Street
Eureka, CA 95501
Phone: (707) 445-7741
Fax: (707) 445-7409
E-mail: hseemann@co.humboldt.ca.us

Humboldt Trails Council
Michael Proulx
President, Humboldt Trails Council
Post Office Box 7164
Eureka, CA 95502
Phone: n/a
Fax: n/a
E-mail: michaeltp47@aol.com

I. AUTHORIZED REPRESENTATIVES:

By executing this MOU, each party hereto certifies that the individuals listed in this document as representatives of the parties are authorized to act in their respective areas for matters related to this MOU.

J. DURATION:

This MOU becomes effective upon signature by both parties, and can be modified or terminated at any time by mutual consent. Either party may terminate this MOU by giving sixty (60) days advance written notice to the other party or at such other date as may be established. The signatories will evaluate annually whether this MOU should be amended or expanded to meet the needs of both parties.

THE PARTIES HERETO have executed this instrument as of the last date set forth below.

COUNTY OF HUMBOLDT:

By: _____
Tom Mattson, Public Works Director
(Pursuant to the Authority delegated by the
Humboldt County Board of Supervisors on
[_____] [___], 2020 [Item [__]-[___]])

Date: _____

INSURANCE REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

HUMBOLDT TRAILS COUNCIL:

By: _____
Michael Proulx, President

Date: _____