

**MEMORANDUM OF UNDERSTANDING
BETWEEN
REDWOOD COAST MOUNTAIN BIKE ASSOCIATION
AND
COUNTY OF HUMBOLDT**

This Memorandum of Understanding (“MOU”) is hereby made and entered into by and between the Redwood Coast Mountain Bike Association, hereinafter referred to as “RCMBA,” 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 a collaborative relationship between RCMBA and the COUNTY for planning, construction, and maintenance of a mountain bike skills park and specified trails within the McKay Community Forest. The MOU is intended to facilitate community involvement in the development and management of the McKay Community Forest, reduce COUNTY costs, support opportunities for outstanding mountain biking experiences, and promote safe and compatible recreational use. The MOU identifies the anticipated tasks and activities to be performed by RCMBA, describes the protocol for communication and coordination between RCMBA and COUNTY staff, and establishes indemnification provisions and insurance coverage requirements.

B. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

RCMBA is a chapter club of the North West Regional Division of the International Mountain Biking Association, and is dedicated to promoting cycling and building and maintaining sustainable trails in the Northern California region. RCMBA represents the interests of over 400 members and has existing written agreements with other public and private landowners to develop and maintain trails. RCMBA brings extensive knowledge and expertise regarding the design features that make mountain bike trails fun, challenging, and inspiring.

COUNTY owns and manages the McKay Community Forest located southeast of Eureka in accordance with the McKay Community Forest Trail Plan (December 16, 2020) (“Trail Plan”) and the McKay Community Forest Stewardship Plan (in preparation). The McKay Community Forest was established for multiple purposes including public access and recreation, timber harvest, and watershed and resource conservation. The Community Forest is envisioned as a place for residents and visitors of all ages and abilities to enjoy walking, hiking, mountain biking, wheeling (using wheelchairs and other mobility devices on trails that meet accessibility standards), horseback-riding, learning, and connecting with the natural world. Goal 5 of the Trail Plan is to “Foster community partnerships to assist with trail development and maintenance.” Objective 5-2 of the Trail Plan is to “Execute a Memorandum of Agreement with the Redwood Coast Mountain Bike Association for assistance with trail-building and maintenance, and the development, operation, and maintenance of a pump track/skills park.”

RCMBA and COUNTY have each shown a commitment to supporting recreational trail use, expanding access to trails, and enhancing the social and economic benefits of trails within Humboldt County. RCMBA demonstrated its interest in supporting the McKay Community Forest by being actively involved in the development of the Trail Plan and offering to provide volunteer assistance with trail-building and upkeep. RCMBA offers a variety of resources to the COUNTY, including, but not limited to: expertise in trail construction, a large pool of skilled volunteers to assist with the activities described in this MOU, tools and equipment, fundraising capabilities, and platforms for communicating with members of the mountain biking community.

C. RCMBA SHALL:

1. Assist with trail-building and maintenance within the McKay Community Forest, as long as:
 - a. Sufficient volunteer interest from RCMBA members exists; and
 - b. Sufficient financial resources are available for COUNTY staff to direct, coordinate, and support the activities described in this MOU.
2. Perform the following tasks:
 - a. Lead the construction of the mountain bike trails and skills park identified in the Trails Plan, in accordance with direction from COUNTY staff. RCMBA will perform walk-throughs with COUNTY staff prior to initiating construction of each trail segment and will provide advanced notification of planned workdays.
 - b. Assist with trail maintenance and rehabilitation.
 - c. Assist with decommissioning unauthorized trails.
 - d. Provide tools and equipment for volunteer workdays. The use of power tools or mechanized equipment will be considered on a segment-by-segment basis and must be pre-approved by the COUNTY prior to use.
 - e. Coordinate with the COUNTY to implement temporary trail closures during trail construction and/or maintenance, as appropriate.
 - f. Coordinate with the COUNTY on protocols for volunteer activities, which may include additional volunteer authorization or waiver procedures.
3. Train and monitor all volunteers to ensure that they conduct work activities in accordance with appropriate safety practices.
4. Implement the mitigation measures identified in the Initial Study and Mitigated Negative Declaration for the Trail Plan (June 2, 2022), along with any additional permitting requirements or conditions identified by the COUNTY.
5. Follow the standards and practices identified in the Trail Plan and in *Guidelines for a Quality Trail Experience* (International Mountain Bike Association, 2017) to the greatest extent possible.
6. Encourage all volunteers to be respectful and courteous to other recreational users.
7. Ensure that volunteers do not modify or change any planned trail alignment or configuration without permission from COUNTY.
8. Cover all RCMBA volunteers working within the McKay Community Forest with liability insurance in the amount of:
 - a. \$1,000,000 for each occurrence; and

b. \$2,000,000 overall.

9. Report any volunteer accidents or other instances where volunteer safety has been jeopardized.
10. Report all illegal activity encountered within the McKay Community Forest by calling 911 immediately.
11. Coordinate with COUNTY on fundraising events and/or grant applications.
12. RESTRICTIONS: RCMBA shall not drive an automobile in the performance of the tasks and activities performed pursuant to the terms and conditions of this MOU. If RCMBA's responsibilities are changed in such a way that driving will be required during the performance of the tasks and activities subject to this MOU, RCMBA 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 trail-building and maintenance priorities and the desired outcomes for specific projects within the McKay Community Forest.
2. Provide clear direction regarding proper safety and maintenance techniques to be used by volunteers.
3. Provide regular feedback about the effectiveness of the collaborative relationship and any desired changes for improvement.
4. Provide additional tools and equipment, if available, for RCMBA's use.
5. Manage all environmental permitting and compliance requirements.
6. Minimize the amount of paperwork and administrative hurdles to the greatest extent possible.
7. Coordinate with RCMBA on fundraising events and/or grant applications.

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

1. RCMBA and COUNTY will communicate openly about any matter regarding the collaborative relationship involving the McKay Community Forest.
2. Any revisions or amendments to this MOU will require the joint approval of the RCMBA board and the Humboldt County Public Works Director.
3. It is the intention of RCMBA and COUNTY that this collaborative relationship will continue long term, but in the event that it is deemed not be satisfactory, this MOU can be terminated at any time by either party upon sixty (60) days advance written notice.

4. COUNTY and RCMBA will be named as equal partners on any promotional, outreach, or informational materials related to RCMBA's involvement with the McKay Community Forest.

F. INDEMNIFICATION:

1. Hold Harmless, Defense and Indemnification. RCMBA 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, RCMBA'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 RCMBA from liability under this provision. This provision shall apply to all claims for damages related to RCMBA'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 RCMBA 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 Humboldt County Risk Manager.

1. General Insurance Requirements. Without limiting RCMBA's indemnification obligations provided for herein, RCMBA 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 RCMBA 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, RCMBA will not drive an automobile in the performance of the tasks provided pursuant to this Agreement. If RCMBA's responsibilities are changed in such a way that driving will be required during the performance of such tasks, RCMBA 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 RCMBA has no employees, RCMBA 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.”

RCMBA:		9-16-2022
	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 RCMBA. 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 RCMBA 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, RCMBA's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to RCMBA'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. RCMBA 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.
 - g. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and RCMBA 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

RCMBA: Redwood Coast Mountain Bike Association
Attention: Co-Chair
[ADDRESS]
[CITY, STATE, ZIP]

H. PRINCIPAL CONTACTS:

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

Redwood Coast Mountain Bike Association
Sean Tetrault
Co-Chair, RCMBA
PO Box 386
Arcata, CA 95518
Phone: 707-443-9861
E-mail: sean@revolutionbicycle.com
info@redwoodcoastmtb.org

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 amended 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
[REDACTED] [REDACTED], 2022 [Item [REDACTED]-[REDACTED]])*

Date: _____

INSURANCE REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: 09/16/2022

REDWOOD COAST MOUNTAIN BIKE ASSOCIATION:

By:  _____
Sean Tetrault, Co-Chair

Date: 9-16-2022