

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN HUMBOLDT TRAILS COUNCIL AND COUNTY OF HUMBOLDT

This First Amendment is made and entered into this ___ day of _____, 2022, 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.”

WHEREAS, on March 17, 2020, the Parties entered into a Memorandum of Understanding (MOU) to formalize the partnership between HTC’s Volunteer Trail Stewards Program (VTS) and COUNTY whereby HTC through VTS agreed to provide certain trail maintenance services to COUNTY; and

WHEREAS, the Parties now desire to amend the term of the MOU.

NOW THEREFORE, the Parties mutually agree that the MOU shall be amended as set forth below:

1. An additional section shall be added to the MOU as section K which states:

K. KABOTA MOWER:

1. Humboldt Trails Council will purchase one Kabota Flail Mower. Humboldt County Parks, City of Eureka, City of Arcata, and McKinleyville Community Services District will have access to the Kabota Flail Mower in order to maintain the trails in Humboldt County.
2. Release of Liability—Applicable to Use of Kabota Flail Mower Only:
COUNTY shall indemnify and hold harmless HTC and each of its employees, board members and volunteers from any liability or responsibility for accidents, loss or damage to persons or property arising from work done by COUNTY employees or representatives while operating the Kabota Flail Mower. COUNTY shall, at its own expense, cost, and risk, defend any and all actions, suits, or other legal proceedings that may be rendered against HTC and its employees, board members and volunteers in any such action, suit, or legal proceedings arising from the work done by COUNTY employees in the operation of the Kabota Flail Mower.

This paragraph does not replace the indemnification provisions contained in Section F of the MOU or the Insurance Requirements contained in section G of the MOU. It is only applicable to the use of the Kabota Flail Mower by COUNTY.

3. Operation Schedule and Operator Responsibilities:
The Kabota Flail Mower schedule will be determined by agreement of the Parks Supervisors of COUNTY, City of Eureka, City of Arcata, and McKinleyville Community Services District. The Kabota Flail Mower will rotate between the four agencies every two weeks unless longer periods of time are needed. Requests and

plans will be made by the Parks Supervisors. The transportation of the Kabota Flail Mower between the agencies will be communicated between the giving and receiving agencies every two weeks. The fuel tank will be filled before the receiving agency takes possession of the mower. Humboldt County Parks will take on the role of standard annual maintenance of the Kabota Flail Mower, such as oil changes, filter changes, fuel fillers, and greasing.

If COUNTY is operating the Kabota Flail Mower and damage results, COUNTY will be responsible for the full cost of the repairs and for arranging for the repairs to be implemented. County agrees to be responsible for one-fourth of the cost of repairing long-term wear and damage to the Mower. A Log Book for the Mower will be maintained by COUNTY showing the date and hours of operation, and what trail it was operated on.

In all other respects, the MOU remains unchanged.

IN WITNESS WHEREOF, the Parties hereto have entered into this First Amendment as of the first date written above.

HUMBOLDT TRAILS COUNCIL:

By: _____

Date: _____

Name: Michael Proulx

Title: President

COUNTY OF HUMBOLDT:

BY: _____

Date: _____

Tom Mattson, Public Works Director
(Pursuant to the Authority delegated by the
Humboldt County Board of Supervisors on
_____, Item 22-_____)

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

BY: _____

Date: _____

RISK MANAGEMENT