

MEMORANDUM OF UNDERSTANDING BETWEEN MOUNTAIN BIKE TRIBAL TRAIL ALLIANCE AND CITY OF BLUE LAKE

This memorandum of understanding is hereby made and entered into by and between the Mountain Bike Tribal Trail Alliance, a California 501(c)(3) Non-Profit hereinafter referred to as MBTTA, and the City of Blue Lake, hereinafter referred to as City. MBTTA and the City collectively are referred to as the Parties.

A. Introduction

The purpose of this partnership is to formalize a development, maintenance, and monitoring agreement between MBTTA and the City. MBTTA is a volunteer, member based, organization dedicated to creating and preserving access to public and private lands for recreation through trail and facility development and trail and facility maintenance. The City owns land and Bike Park facilities that require development, routine maintenance and monitoring to sustain the local recreation demand. MBTTA has maintained a verbal agreement with the City and has donated significant funds to the development of the City's Bike Park. Formalizing this agreement will allow MBTTA to continue to help offset the City's costs by engaging the community through continued organized volunteer work days. The work days will continue to empower the community and MBTTA's members playing a direct role in the development of the Blue Lake Bike Park and will attempt to ensure progress continues as the City's available budget to accommodate such standards remains uncertain. This MOU will formalize a scope of work for volunteer activities, communication protocols between MBTTA and the City in regard to facilitating volunteer activities, parameters for liability and insurance coverage, guidelines and expectations, and the City's commitment to grant MBTTA access to land acquired by the City for public use.

B. Statement of Mutual Benefit and Interest

Both the City and MBTTA have shown a commitment to supporting public access to recreation infrastructure and building the recreation community in the City of Blue Lake the rest of Humboldt County. The City has demonstrated its commitment to MBTTA and the community through partnering with MBTTA during bicycle community events, co-hosting fundraising activities, and consulting on planning and developing the Bike Park. Continuing this commitment by agreeing to this MOU will result in MBTTA continuing to provide resources to the City such as fundraising capabilities, an inventory of tools, collective expertise and experience. It is in the best interest of both parties to establish a sustainable, volunteer based partnership that focuses on: development, maintenance, monitoring, and preserving recreational infrastructure like the Blue Lake Bike Park and future projects in the City's sphere of influence.

C. MBTTA SHALL

1. Continue to assist in the development and maintenance of the Blue Lake Bike Park, provided sufficient volunteer interest exists to support the volume of work needed to complete specific tasks and areas mutually agreed upon by the Parties.

2. Facilitate volunteer workdays without the City needing to overextend financial resources by paying staff to be present. MBTTA shall ensure that all volunteers are physically capable of performing assigned tasks and shall exclude any volunteer who appears to be under the influence of alcohol or controlled substances. MBTTA shall conduct safety briefings before each work session and maintain a first aid kit on-site during all work activities. The City reserves the right to exclude any volunteer from City property for safety or conduct reasons.
3. Provide common tools and equipment for workdays. Use of power tools or mechanized equipment will be considered on a project by project basis and must have the City's approval prior to use. The City may need to close the Bike Park to other users to facilitate workdays.
4. Monitor work performed on City property involving the Parties' mutual projects to ensure the work complies with City and State safety and maintenance standards, provide project specific safety briefings to begin each workday, and ensure all volunteers are Respectful, Courteous, Mountain Bike Ambassadors.
5. Develop projects with the City that would likely generate interest from volunteers.
6. Require all volunteers to sign an agreement, in a form approved by the City, holding the City and MBTTA harmless prior to working on the Parties' mutual projects and cooperate with the City on any additional volunteer authorization or waiver procedures that the City determines may be necessary.
7. Ensure none of the Parties' mutual projects is altered or reconfigured by MBTTA or its members without consent from the City.
8. Hold fundraising events as necessary and practicable to help fund the Parties' mutual projects. To the extent MBTTA fundraises monies expressly for the Bike Park, RCMA shall ensure that all donated funds are expended on City authorized projects relating to the Bike Park. MBTTA shall provide the City with a list of donations, bi-annually, received for the Bike Park and a report of expenditures therefrom.
9. Discuss annually with the City whether the terms of this MOU should be amended.
10. Maintain detailed records of all volunteer hours, work performed, materials used, and any incidents or accidents occurring during work activities.
11. MBTTA shall not incur any expenses on behalf of the City or commit the City to any financial obligations without prior written authorization from the City Manager, following consultation and approval from the City Council. All fundraising activities must clearly indicate that donations support MBTTA projects and do not constitute City endorsement of donors or sponsors. Ownership of all materials, equipment, and improvements purchased with funds raised for City projects shall vest in the City upon installation or delivery to City property.

D. City of Blue Lake SHALL

1. Provide clear direction regarding maintenance priorities and specific project outcome expectations for a given project site.
2. Provide clear direction regarding proper safety and maintenance techniques beyond those set by federal, local, and state law to be used by volunteers on City property.
3. Provide regular, timely feedback about the effectiveness of the program and any desired changes to the MBTTA scope of work or how certain tasks are to be executed.

4. Subject to budgetary limitations and as approved by the City, provide any specialized tools or equipment that MBTTA does not already possess.
5. As approved by the City, provide access to work areas, including temporarily closing City property to other uses to facilitate MBTTA's ability to safely conduct work on the Parties' mutual projects on planned workdays.
6. Minimize administrative hurdles for MBTTA to the greatest extent possible.
7. With sufficient notice and to the extent practicable, advocate for MBTTA and MBTTA projects to other local government entities by describing MBTTA's work with the City.
8. Contact MBTTA at least every 6 months to review the scope of the Parties' active or prospective projects and volunteer trends and outline expectations and costs for projects MBTTA is to operate on.
9. Seek solutions to cost barriers of MBTTA projects, such as participating in grant application processes, on facilities owned and operated by the City.
10. Discuss annually with MBTTA whether the terms of this MOU should be amended.

E. Mutual Understanding and Agreement Between MBTTA and City of Blue Lake

1. The City and MBTTA will communicate openly and timely about any matters regarding the partnership.
2. Any change in this MOU or the communication protocols developed pursuant to this MOU will require the joint approval of the MBTTA Board and the City Council.
3. It is the intention of MBTTA and the City that this partnership will continue long term, though should it be deemed unsatisfactory, the agreement can be terminated by either party with 60 days' written notice.
4. The City and MBTTA will be named as equal partners on any promotional, outreach, or informational material regarding cooperative projects and programs.
5. All plans, designs, improvements, and intellectual property developed through this partnership shall be owned by the City. Both parties may use photographs and descriptions of cooperative projects for promotional purposes, provided that both parties are credited as partners. Neither party may use the other's name, logo, or likeness for commercial purposes without written consent.
6. The City retains final authority over all aspects of project planning, design, and execution. All work performed under this MOU must comply with applicable federal, state, and local laws, regulations, permits, and City codes. The City reserves the right to immediately halt any work if safety concerns arise, if work deviates from approved plans, or if regulatory compliance issues are identified. MBTTA shall not commence any work without prior written approval from the City Manager or designee. The City Manager may only authorized work in accordance with the approved plans for which funding has been budgeted by the City Council.

F. Mutual Indemnity

- 1. MBTTA Indemnification of City.** MBTTA agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, causes of action, liability, damages, losses, costs, or expenses, including reasonable attorney's fees and costs (collectively, "Claims") arising out of or in connection with:
 - i. The performance of work under this MOU by MBTTA, its members, volunteers, agents, or subcontractors;
 - ii. Any breach of this MOU by MBTTA;
 - iii. Any negligent or wrongful act or omission of MBTTA, its members, volunteers, agents, or subcontractors;
 - iv. Any violation of applicable laws, regulations, or permits by MBTTA, its members, volunteers, agents, or subcontractors;
 - v. Any bodily injury, personal injury, or property damage occurring on City property during MBTTA activities, except to the extent caused by the City's sole negligence or willful misconduct.
- 2. City Indemnification of MBTTA.** The City agrees to defend, indemnify, and hold harmless MBTTA, its officers, directors, members, volunteers, and agents from and against any and all Claims arising out of or in connection with:
 - i. The City's negligence or willful misconduct;
 - ii. Any breach of this MOU by the City;
 - iii. Any defects in City-owned tools, equipment, or facilities provided to MBTTA, provided MBTTA has used such items in accordance with manufacturer instructions and applicable safety standards.
- 3. Procedure.** The indemnifying party shall assume the defense of any Claim with counsel acceptable to the indemnified party. The indemnified party shall cooperate in the defense and may participate with counsel of its own choice at its own expense. No settlement shall be made without the written consent of both parties.
- 4. Survival.** The indemnification obligations under this section shall survive the termination or expiration of this MOU.

G. Insurance

MBTTA shall comply with the insurance requirements set forth in Exhibit A hereto and incorporated herein.

H. Principal Contacts

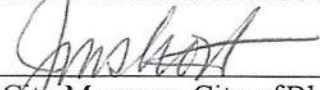
City of Blue Lake: Jennie Short, City Manager.

MBTTA: Shaun Fyfe, Brandi Fyfe, Keith Reynolds and/or Charlie Caldwell.

I. Authorized Representatives and Duration

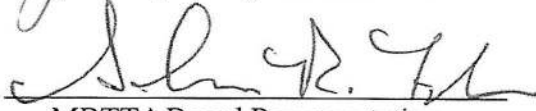
By signing below, the Parties certify that the individuals listed in this document represents their respective Parties and are authorized to make this agreement. This MOU becomes effective upon signature by the Parties and can be modified or terminated as described above.

THE PARTIES HERETO have executed this MOU as of the dates below.



City Manager, City of Blue Lake

Feb 12, 2026
Date



MBTTA Board Representative

2/18/26
Date