

MEMORANDUM OF UNDERSTANDING BETWEEN HUMBOLDT SKATEPARK COLLECTIVE AND CITY OF BLUE LAKE

This memorandum of understanding is hereby made and entered into by and between the Humboldt Skatepark Collective, a California 501(c)(3) Non-Profit hereinafter referred to as HSC, and the City of Blue Lake, hereinafter referred to as City. HSC and the City collectively are referred to as "Parties".

A. Introduction

The purpose of this partnership is to formalize a development, maintenance, and monitoring agreement between HSC and the City. HSC 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. HSC 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 HSC to continue to help offset the City's costs by engaging the community through continued organized volunteer workdays. The workdays will continue to empower the community and HSC's members playing a direct role in the development of a concrete Half Pipe for the Blue Lake Bike and Skate 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 HSC 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 HSC access to land acquired by the City for public use.

B. Statement of Mutual Benefit and Interest

Both the City and HSC 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 HSC and the community through partnering with HSC 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 HSC continuing to provide resources to the City such as fundraising capabilities, design, cost estimates and construction support for the Half pipe. 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 Half Pipe for the Blue Lake Bike and Skate Park and future projects in the City's sphere of influence.

C. HSC SHALL

1. Continue to assist in the development and maintenance of the Half Pipe for the Blue Lake Bike and Skate 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. HSC 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. HSC 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 Half Pipe / Blue Lake Bike and Skate 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, Skate population and HSC support teams.
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 HSC 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 HSC 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 HSC fundraises monies expressly for Half Pipe for the Blue Lake Bike and Skate Park, HSC shall ensure that all donated funds are expended on City authorized projects relating to the Half Pipe for the Blue Lake Bike and Skate Park. HSC shall provide the City with a list of donations, bi-annually, received for Half Pipe for the Blue Lake Bike and Skate 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. HSC 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 HSC 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 HSC 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 HSC 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 HSC's ability to safely conduct work on the Parties' mutual projects on planned workdays.
6. Minimize administrative hurdles for HSC to the greatest extent possible.
7. With sufficient notice and to the extent practicable, advocate for HSC and HSC projects to other local government entities by describing HSC's work with the City.
8. Contact HSC 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 HSC is to operate on.
9. Seek solutions to cost barriers of HSC projects, such as participating in grant application processes, on facilities owned and operated by the City.
10. Discuss annually with HSC whether the terms of this MOU should be amended.

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

1. The City and HSC 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 HSC Board and the City Council.
3. It is the intention of HSC 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 HSC 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. HSC 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. HSC Indemnification of City.** HSC 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 HSC, its members, volunteers, agents, or subcontractors;
 - ii. Any breach of this MOU by HSC;
 - iii. Any negligent or wrongful act or omission of HSC, its members, volunteers, agents, or subcontractors;
 - iv. Any violation of applicable laws, regulations, or permits by HSC, its members, volunteers, agents, or subcontractors;
 - v. Any bodily injury, personal injury, or property damage occurring on City property during HSC activities, except to the extent caused by the City's sole negligence or willful misconduct.
- 2. City Indemnification of HSC.** The City agrees to defend, indemnify, and hold harmless HSC, 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 HSC, provided HSC 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

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

H. Principal Contacts

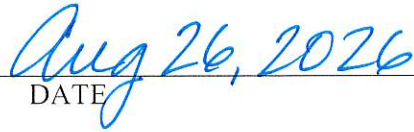
City of Blue Lake: City Manager

HSC: Charles E Caldwell CEO HSC

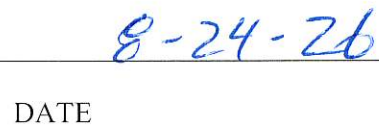
I. Authorized Representatives and Duration

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.


CITY OF BLUE LAKE


DATE


HUMBOLDT SKATE COLLECTIVE


DATE

Charles E. Caldwell II

EXHIBIT A

Insurance Requirements

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to the City of Blue Lake ("Entity" or "City"). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Entity, and if a conflict occurs, the broader requirements shall prevail.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits of Insurance carried by or available to the Contractor shall be available to Entity and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be either: 1-all the Insurance coverage and limits carried by or available to the Contractor; or 2-the minimum Insurance requirements shown in this agreement; whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Entity.
3. Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory and Additional Insured endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsements Pages of the policies listing all policy endorsements to Entity before work begins. Entity reserves the right to require full-certified copies of all Insurance coverage and endorsements.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, volunteers, or subcontractors.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions:

Additional Insured

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Insurance

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

Waiver of Subrogation

The Contractor hereby grants to the Entity a waiver of any right to subrogation which any insurer of the Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the Entity has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.