



Mission statement of McKinleyville Community Services District:
"McKinleyville Community Services District provides authorized services fundamental to the health and well-being of the community."

**NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE
MCKINLEYVILLE COMMUNITY FOREST TRAILS, INFRASTRUCTURE, CLEAN-UPS
AND SECURITY SUBCOMMITTEE
WILL BE HELD
TUESDAY, OCTOBER 29, 2024 AT 5:00pm**

**LOCATION: MCSD Conference Room
1656 Sutter Road
McKinleyville, California**

**TELECONFERENCE Via ZOOM & TELEPHONE:
Use ZOOM MEETING ID: 859 8670 1374 (<https://us02web.zoom.us/j/85986701374>) or DIAL
IN TOLL FREE: 1-669-444-9171 (No Password Required!)**

To participate in person, please come to the MCSD Conference Room.

To participate by teleconference, please use the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above.

AGENDA
5:00 p.m.

- I. a. Call to Order
- b. Roll Call
- c. Flag Salute

- II. Approval of the Agenda

- III. Public Comment
 - Attachment 1 – Public Comment from Karen Dorman **P. 3**
 - Attachment 2 – Public Comment from Kevin Creed **P. 7**
 - Attachment 3 – Public Comment from Kevin Creed **P. 11**

- IV. Update on MCFC Subcommittee Applications (Information) **P. 15**

- V. Discuss and Consider Selection of Subcommittee Chairperson, Vice-Chairperson, and Secretary (Action) **P. 13**

| | | |
|-------|---|--------------|
| VI. | Discussion on Future Meeting Hybrid Options (Action) | P. 17 |
| VII. | Review of Mountain Bike Tribal Trails Alliance and Redwood Coast Mountain Bike Association Memorandums of Understanding (Action) | P. 19 |
| | Attachment 1 – Resolution 2024-21 | P. 21 |
| | Attachment 2 – MBTTA MOU | P. 23 |
| | Attachment 3 – RCMBA MOU | P. 32 |
| VIII. | Update on Murray Road Automatic Gate and Trail Signs and Discussion of Districts Naming Policy and How It Relates to Trail Naming (Information) | P. 43 |
| | Attachment 1 - Facility Naming and Dedication Policy | P. 47 |
| IX. | Committee Announcements & Future Agenda Items | |
| X. | Adjournment (Estimated 6:30 p.m.) | |

Posted 5:00 pm on October 25, 2024

Pursuant to California Government Code Section 54957.5, this agenda and complete packet are available for public inspection on the web at <https://mckinleyvillecsd.ca.gov/mcfc-trails-infrastructure-clean-ups-and-security-subcommittee-tics> or upon request at the MCSD office, 1656 Sutter Road, McKinleyville. If you would like to receive the complete packet via email, free of charge, contact the Board Secretary at (707)839-3251 to be added to the mailing list.

McKinleyville Community Services District will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the Board Secretary at (707) 839-3251. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements for accommodations.

On Mon, Oct 14, 2024, 5:25 PM Karen Schubert <[REDACTED]> wrote:

Hello. I live on Hunts Drive and am very familiar with all the logging roads and trails which are now part of the Mckinleyville Community Forest.

I am visiting my parents in Washington State and they also border a multi user park. I have watched this park develop over several years and I am very impressed with it.

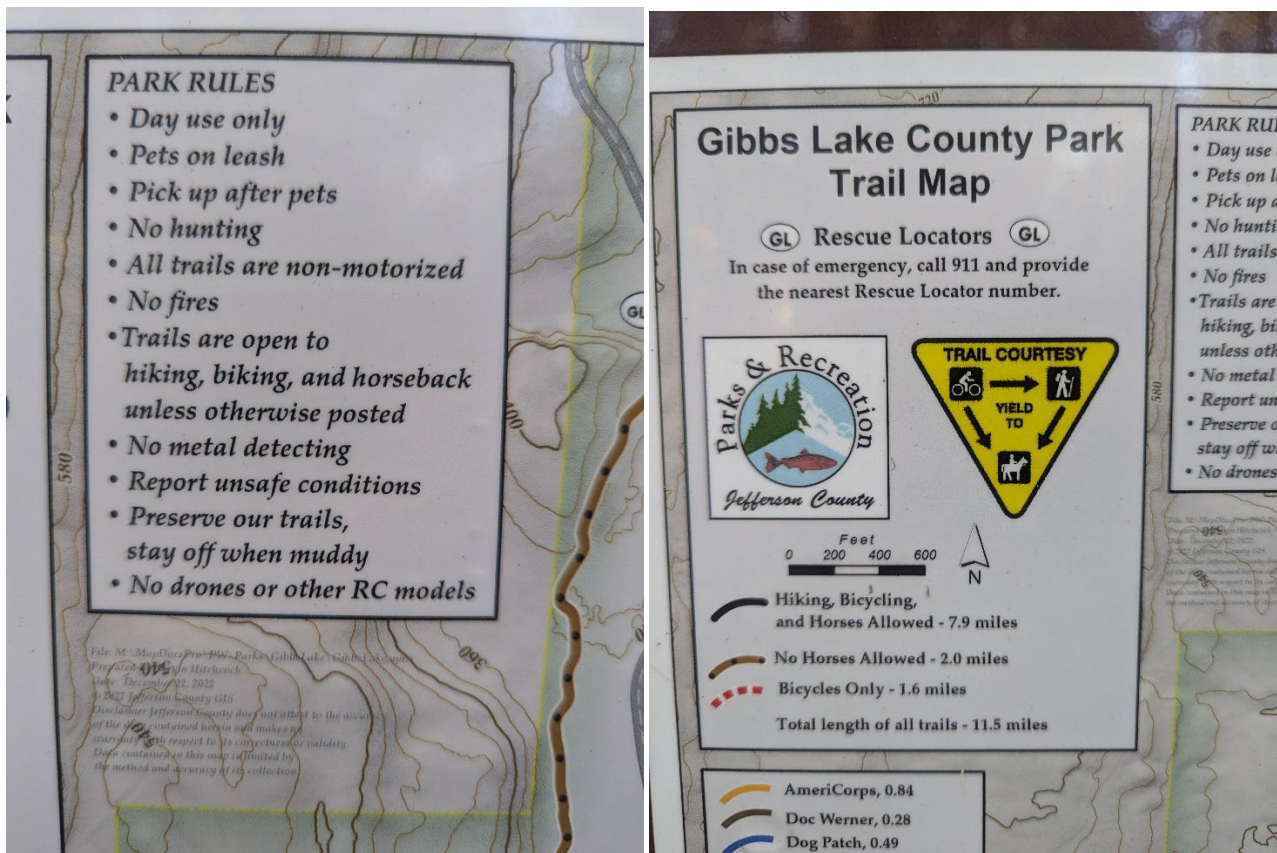
I am sending some of their signage to you for your review and consideration for our forest. Each trail is maintained by a different volunteer organization.

I can't make the meeting tonight because I am visiting family at the moment.

This forest in Washington does NOT have problems with E Bikes, Quads or electric motorcycles or gas powered motorcycles. I would love to find out how they made that happen . This forest also once was owned by a timber company. This forest/park bumps up against clear cuts and active timber forests, just like ours.

Unfortunately ours community forest still has all kinds of motorized vehicles. I know they have a way in off of Visser Court.

I almost had a head on collision with 2 electric motorcycles last month while riding my horse.





Total length of all trails - 11.5 miles

| | |
|--|---|
| | AmeriCorps, 0.84 |
| | Doc Werner, 0.28 |
| | Dog Patch, 0.49 |
| | Escalator, 0.15 |
| | Horse Path, 0.13 |
| | Impossi-bowl, 0.33 |
| | Jacks Track, 0.87 |
| | Log Jam, 0.24 |
| | Merit Badge, 0.79 **Bicycles Only - One Way |
| | Push Up, 0.05 **Bicycles Only |
| | Roller Coaster, 0.31 |
| | Scouts Trail, 0.61 |
| | Silent Alder, 0.82 |
| | Silent Alder Loop, 1.65 |
| | Springboard, 0.79 |
| | Stop Drop and Roll, 0.14 **Bicycles Only - One Way |
| | TDS, 0.17 **Bicycles Only - One Way |
| | The Collector, 0.39 **Bicycles Only |
| | Trail 450, 0.06 **Bicycles Only - One Way |
| | Walt Hoffman, 1.99 **No horses |
| | Water Tank Downs, 0.16 |



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Date: (DRAFT, 10/16/24)

To: McKinleyville Community Forest Subcommittee
Trails/Infrastructure/Security

From: Kevin Creed
McKinleyville Resident

Subject: Proposal to Allow Electric Bikes in the McKinleyville Community Forest

I am submitting this proposal for your consideration in making it an agenda item for the subcommittee to discuss, modify, etc., and hopefully vote in favor of it. Likewise, the subcommittee would send it to the McKinleyville Forest Committee for potential approval and, subsequently, that committee would submit it to the MCSD Board of Directors for final approval.

Issue

MCSD Rule 47.02, as amended in Ordinance 2024-01, reads as follows:

‘RULE 47.02. MOTORIZED AND ELECTRIC VEHICLE USE PROHIBITED Public recreation use of the Community Forest Property does not include use or operation of any motorized or electric vehicle. Recreational use must be done via pedestrian use, non-motorized/non-electric bicycle or horseback. Operation of non-motorized vehicles within the community forest property must comply with existing Rule 41.04 of these Rules & Regulations.’

Concerns

Rule 47.02, as currently written, prohibits E-bikes and, consequently, excludes a growing number of bike riders that could otherwise be McKinleyville Community Forest (MCF) users. For some of these potential forest users an E-bike provides the only viable means to access and enjoy the MCF due to their limited mobility restrictions that cannot be overcome by other means.

E-bikes (class 1 and class 2) are allowed everywhere non-motorized bikes are allowed in the jurisdictions listed below.

- City of Arcata; Arcata Community Forest
- Green Diamond Resource Company; Hatchery Ridge Trails, Blue Lake; McKay Tract, Eureka; other GDRC properties
- Bureau of Land Management; Lacks Creek Management Area
- City of Flagstaff, AZ;
- Maricopa County, AZ
- Boulder County, CO
- Santa Clara County Parks, CA
- California State Parks, per approval by individual park Superintendent;
- Henry Coe State Park, CA; E-bike full access (second largest park in California system)

The prohibition of E-bikes in the MCF is a significant inconsistency given how more broadly E-bikes are allowed. Wouldn't it be great if McKinleyville residents who own or otherwise depend on an E-bike could just ride from their home and into the MCF? Now they (and their money) must go to Arcata or Blue Lake to enjoy that experience.

Of the total number of upper end mountain bikes sold locally, the percentage of those that are electric mountain bikes on an annual basis ranges from roughly 25-80%. This is consistent with national trends in E-bike purchases, i.e., the relative amount of E-bike sales has increased compared to non-electric bikes. Consequently, the number of individuals who potentially have a desire to ride in the MCF is expectedly going to increase.

In my opinion, the assumed safety risk that electric bikes pose to other trail users, versus non-motorized bikes, is misplaced based on an incorrect understanding of safety risks and an incomplete understanding of electric bikes. The actual risks posed by all bikes to other trail users, not just E-bikes, originates with the individual bike rider behavior, not with the bike itself. It is hazardous rider behavior with disregard for the safety of other trail users that is the real risk. Therefore, prohibiting electric bikes is a misdirected restriction with no compelling or rational basis.

Opportunities

MCSD has an amazing opportunity to evolve the MCF into a model community forest that attracts a wide diversity of users while operating with sustainable environmental protection and timber harvest practices. The wider the diversity of users to the forest, the wider the overall support for the community forest will be.

An amendment to Rule 47.02 can be the first logical step to attract this growing potential community forest user group. This proposal includes amended language for 47.02 as noted below. This proposal additionally suggests additional language to provide greater clarity.

'RULE 47.02. MOTORIZED AND ELECTRIC VEHICLE USE PROHIBITED

Public recreation use of the Community Forest Property does not include use or operation of any motorized or electric vehicle. For the purpose of this rule, electric bicycles are not considered electric vehicles.

RULE 47.02.1 ELECTRIC BIKES

DEFINITIONS

Electric Bike: Bike with a battery-powered motor that provides some level of assistance to the rider. (AKA E-Bike)

Classifications of E-Bikes*

1) A "class 1 electric bicycle" is a bicycle equipped with a motor (max power 750W**) that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

2) A "class 2 electric bicycle" is a bicycle equipped with a motor (max power 750W) that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

3) A “class 3 electric bicycle” is a bicycle equipped with a motor (max power 750W) that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour, and is equipped with a speedometer [*source is: PeopleForBikes, national bike advocate organization]

4) E-Moto bikes: Are electric motorcycles with a power rating of 7,500 Watts and a top speed of 50 mph. (prohibited in the MCF)

RULE 47.02.2 RECREATIONAL USAGE

Recreational use must be done via pedestrian use, non-motorized or electric bikes (Class 1 or 2 only) ~~non-electric bicycle~~ or horseback.

Electric bikes Class 1 & 2 are allowed on all trails where non-electric bikes are allowed; and, Class 1 & 2 electric bikes are not allowed where non-electric bikes are prohibited.

Class 3 bikes, all other electric bikes with greater than 1 horsepower/750 watts and E-Moto bikes are prohibited in the McKinleyville Community Forest.

Trail Etiquette

Bicyclists (non-motorized and electric bikes) yield to hikers and horses

Hikers yield to horses



----- end of proposed rule amendment -----

Through the process of developing these proposed rule changes, an active constructive exchange of ideas can be catalyzed between different user groups such as cyclists, hikers and equestrians. And this networking can continue to prove productive in the long term evolution of the community forest.

Thank you for your time and consideration of this proposal.

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Joey Blaine

From: Jens Andersen
Sent: Friday, October 18, 2024 2:24 PM
To: Pat Kaspari; Kirsten Messmer; Joey Blaine
Subject: FW: [EXTERNAL] Suggestion: Community Forest Liaison to ACF

From: Kevin Creed [REDACTED]
Sent: Friday, October 18, 2024 2:21 PM
To: Jens Andersen <jens@mckinleyvillecsd.com>; James Henry <jhenry@mckinleyvillecsd.com>
Subject: [EXTERNAL] Suggestion: Community Forest Liaison to ACF

Jens and James,

I wish to offer a written suggestion that the Trails/Infrastructure/Security. Subcommittee establish a liaison connection with the City of Arcata's Recreation Department for the purpose of learning from their community forest experience.

I think that there is a lot for us to learn from their experience and, likewise, as we move forward there may be things that we implement that they would adopt. i.e., ... no sense in reinventing the wheel!

Thanks, Kevin Creed

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McKinleyville Community Services District

MCKINLEYVILLE COMMUNITY FOREST COMMITTEE

TRAILS, INFRASTRUCTURE, CLEAN-UP AND SECURITY SUBCOMMITTEE

October 29, 2024

TYPE OF ITEM: **INFORMATION**

ITEM: IV **Update and Process of Public Member Applicants to Trails, Infrastructure, Clean-Up and Security Subcommittee Recommendation to the Board**

PRESENTED BY: **Jens Andersen, MCSD Recreation Coordinator**

TYPE OF ACTION: **Information**

Recommendation:

Staff recommends that the Committee consider the information provided, air questions and take public comment regarding the process of recommending to the MCSD Board of Directors for appointments to the Trails, Infrastructure, Clean-Up and Security Subcommittee (TICS) members for a term of one year.

Discussion:

It is the duty of the McKinleyville Community Forest Committee (MCFC) to vet and select the most qualified candidates to become members of the Trails, Infrastructure, Clean-Up and Security Subcommittee. During the October 15th MCFC meeting, the committee voted to recommend the following applicants to the MCSD Board of Directors to fill the vacant seats on the TICS Subcommittee:

1. Charlie Caldwell
2. Kenneth Burton
3. Phil Heidrick
4. Shaun Fyfe
5. Justin Brown

The MCSD Board will review the information at their November 6th Board meeting and choose whether to accept the recommendation. If the MCSD Board appoints these five applicants, the applicants will become voting members. An informational binder will be provided to the applicants after the Board has made their decision.

Alternatives:

Not applicable

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

Not applicable

McKinleyville Community Services District

McKinleyville Community Forest Committee

TRAILS, INFRASTRUCTURE, CLEAN-UP AND SECURITY SUBCOMMITTEE

October 29, 2024

TYPE OF ITEM: **ACTION**

ITEM: V **Discuss and Consider Selection of Subcommittee
Chairperson, Vice-Chairperson, and Secretary**

PRESENTED BY: **James Henry, Operations Director**

TYPE OF ACTION: **Roll Call**

Recommendation:

Staff recommends that the Subcommittee review the information provided, discuss, take public comment, and select a Chairperson, Vice-Chairperson, and Secretary to serve through December 2025.

Discussion:

The Subcommittee should discuss and consider who will be appointed as Chairperson, Vice-Chairperson, and Secretary for the Trails, Infrastructure, Clean-up, and Security Subcommittee. The role descriptions are as follows:

Chairperson - The Chairperson is the presiding officer and is responsible for leadership at meetings and for exerting every effort to unite the subcommittee into a working, cohesive group by preserving order and decorum.

Vice-Chairperson - In the absence of the Chairperson, the Vice-Chairperson shall perform the Chairperson's duties. When the Chairperson disqualifies themselves from participating in an agenda item or declares themselves conflicted in the debate on any such item, the Vice-Chairperson shall perform the duties of the presiding officer.

Secretary – The Secretary's role is to ensure the Subcommittee's activities are documented and communicated effectively. The Secretary shall be responsible for the taking and preparation of meeting minutes to be approved by the subcommittee at the following regular meeting.

The members appointed to these roles shall serve for the remainder of 2024 and the duration of the 2025 calendar year.

Alternatives:

- Take no action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

Not applicable

or older are present in the room at the remote location with the member and the general nature of the member's relationship with the individual.

Please note that these provisions will only be required if a member of a legislative body is participating by teleconferencing due to "just cause" or "emergency circumstances." Legislative bodies may always meet via teleconference by following the "traditional rules," and AB 361's state of emergency authorization remains valid until January 1, 2024.

AB 2449 provides that a member may not participate in meetings solely by teleconference due to "just cause" or "emergency circumstances" for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year. If the legislative body regularly meets less than 10 times a year, a board member may not participate remotely in more than two meetings.

Alternatives:

No Hybrid meeting option at this time.

Fiscal Analysis:

Additional staff time for technical support

Environmental Requirements:

Not applicable

Exhibits/Attachments:

Not applicable

the development of the Community Forest trails and other infrastructure, and therefore executed a similar MOU with MBTTA.

The existing MOUs are included as **Attachments 2 and 3** to this Staff Note. As detailed in the MOUs, there are extensive benefits to the District and the Community for these collaborative partnerships between the District and the mountain bike associates including the; "...commitment to supporting recreational trail use, expanding access to trails, and enhancing the social and economic benefits of trails with the McKinleyville area." The MOUs provide the necessary protection for the District and will assist with the development of the forest. Staff likely should have brought these MOUs to the full Board for approval prior to their final execution but are asking the Board to pass Resolution 2024-21 (**Attachment 1**) affirming the MOUs and support of this collaborative partnership.

The Board has directed staff to take the MOUs through the MCF subcommittee and MCF committee for approval and recommendation now that the Ad Hoc committee has formed into a full committee and a subsequent subcommittee has also formed.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

A detailed fiscal analysis has not been prepared, but the MOUs are expected to save the District considerable costs for the development of trails and other infrastructure in the Community Forest.

Environmental Requirements:

Not applicable at this time. The development of trails will conform to the eventual Trails and Forest Management Plans and will conform to the necessary local, State and Federal permit requirements.

Exhibits/Attachments:

- Attachment 1 – Resolution 2024-21
- Attachment 2 – RCMBA MOU
- Attachment 3 – MBTTA MOU

RESOLUTION 2024 – 21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICE DISTRICT AFFIRMING BOARD SUPPORT FOR THE EXECUTED MEMORANDUMS OF UNDERSTANDING (MOU) WITH THE REDWOOD COAST MOUNTAIN BIKE ASSOCIATION (RCMBA) AND THE MOUNTAIN BIKE TRIBAL TRAILS ALLIANCE (MBTTA)

WHEREAS, McKinleyville Community Services District (the District) has established the McKinleyville Community Forest; and

WHEREAS, the McKinleyville Community Forest property was purchased from Green Diamond Resource Company by way of a \$3.8 million grant from The Trust for Public Land and the State Natural Resources Department; and

WHEREAS, RCMBA had an existing MOU with Green Diamond Resource Company to build mountain bike and multi-use trails and access Green Diamond land, including the lands of the future McKinleyville Community Forest; and

WHEREAS, after the acquisition of the lands of the McKinleyville Community Forest, District staff and District Counsel revised and executed an MOU with RCMBA; and

WHEREAS, the District was approached by MBTTA to execute a similar MOU; and

WHEREAS, the District is not a position to exclude a group; and

WHEREAS, the District staff executed the same MOU with MBTTA as they did with RCMBA.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McKinleyville Community Services District does hereby affirm support of the execution of the MOUs with RCMBA and MBTTA by District staff.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on October 2, 2024 by the following polled vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Scott Binder, Board President

Attest:

Joey Blaine, Board Secretary

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
McKINLEYVILLE COMMUNITY SERVICES DISTRICT
AND
REDWOOD COAST MOUNTAIN BIKE ASSOCIATION**

This Memorandum of Understanding (“MOU”) is made this 14th day of May, 2024, by and between McKinleyville Community Services District (“MCSD”) and the Redwood Coast Mountain Bike Association (RCMBA), a California nonprofit corporation (a 501(c)(3)).

Section 1. Purpose.

The purpose of this MOU is to formalize a collaborative relationship between MCSD and the RCMBA for planning, construction, and maintenance of mountain bike and specified trails within the McKinleyville Community Forest. The MOU is intended to facilitate community involvement in the development and management of the McKinleyville Community Forest, reduce MCSD costs, support opportunities for outstanding mountain biking experiences, support Tribal Youth training and outreach services, 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 MCSD staff, and establishes indemnification provisions and insurance coverage required.

MCSD grants to RCMBA a revocable agreement allowing RCMBA and/or its members to construct and maintain, at the sole cost, expense and liability of RCMBA, trails and mountain bike trail features (“Trails”) as previously constructed, or newly constructed, on McKinleyville Community Forest property, subject to the terms and conditions set forth in this MOU.

RCMBA acknowledges and agrees that the license: a) is not assignable; b) is non-exclusive and does not exclude MCSD and/or other members of the public from full use and possession of the McKinleyville Community Forest; and c) is revocable by MCSD pursuant to the terms of this MOU. RCMBA acknowledges that the grant of this license, RCMBA’s construction and maintenance of the Trails, and the public’s use is being made for public recreational use and purposes under the MOU. By acceptance of this MOU, RCMBA acknowledges that the Community Forest lands are for public use, and that there may, at times, be conflicting uses. RCMBA shall not object to any uses established in the Community Forest Stewardship and Trails Plan (in preparation), and/or development of property carried out by MCSD or its agents, other permittees, or approved users.

Section 2. Statement of Mutual Benefit and Interest.

RCMBA is dedicated to promoting cycling and building and maintaining sustainable trails in the Northern California region. RCMBA represents the interests of their members and the mountain biking community 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.

MCSD owns and manages the McKinleyville Community Forest located east of McKinleyville, (“McKinleyville Community Forest” or “Community Forest”). MCSD is in the process of developing a Community Forest Stewardship and Trails Plan. The McKinleyville Community Forest was established for multiple purposes including public access and recreation, timber harvest, watershed and resource conservation. The McKinleyville 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.

RCMBA and MCSD have each shown a commitment to supporting recreational trail use, expanding access to trails, and enhancing the social and economic benefits of trails within the McKinleyville area.

Section 3. RCMBA Requirements.

A. Assist with trail-building and maintenance within the McKinleyville Community Forest, as long as:

- i) Sufficient volunteer interest from RCMBA members exists; and
- ii) Sufficient financial resources are available for MCSD staff to direct, coordinate, and support the activities described in this MOU.

B. Perform the following tasks:

- i) Assist in and help lead the construction of the mountain bike trails and skills park identified in the final Community Forest Stewardship and Trails Plan (in preparation), in accordance with and pursuant to direction from MCSD staff. RCMBA will perform walk-throughs with MCSD staff prior to initiating construction of each trail segment and will provide advanced notification of planned workdays and will follow all construction directions, restrictions and protocols established by MCSD.
- ii) Assist with trail maintenance and rehabilitation.
- iii) Assist with decommissioning unauthorized trails.
- iv) 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 MCSD prior to use.
- v) Coordinate with MCSD to implement temporary trail closures during trail construction and/or maintenance, as appropriate.
- vi) Coordinate with MCSD on protocols for volunteer activities, which may include additional volunteer authorization or waiver procedures.

C. Train and monitor all volunteers to ensure that they conduct work activities in accordance with appropriate safety practices.

D. Implement the mitigation measures identified in any applicable permits, any California Environmental Quality Act (CEQA) documents, the Community Forest Stewardship and Trails Plan, along with any additional permitting requirements or conditions identified or created by MCSD.

E. Follow the standards and practices identified in the Community Forest Stewardship and Trails Plan and in Guidelines for a Quality Trail Experience (International Mountain Bike Association, current edition) to the greatest extent possible.

F. Encourage all volunteers to be respectful and courteous to other recreational users.

G. Ensure that volunteers do not modify or change any planned trail alignment or configuration without written permission from MCSD.

H. Cover all RCMBA volunteers working within the McKinleyville Community Forest with liability insurance with policy limits in the amount of:

- i) \$1,000,000 for each occurrence; and
- ii) \$2,000,000 overall/aggregate.

- I. Report any volunteer accidents or other instances where volunteer safety has been jeopardized.
- J. Report all illegal activity encountered within the McKinleyville Community Forest by calling 911 immediately and notifying MCSD.
- K. Coordinate with MCSD on fundraising events and/or grant applications.
- L. RCMBA will post this MOU on their official website (redwoodcoastmtb.org) and any future websites and provide RCMBA's members copies of this MOU for the period that this MOU is in force.

Section 4. MCSD Requirements.

- A. Provide clear direction regarding trail-building and maintenance priorities and the desired outcomes for specific projects within the McKinleyville Community Forest.
- B. Provide regular feedback about the effectiveness of the collaborative relationship and any desired changes for improvement.
- C. Provide additional tools and equipment, if available in MCSD's discretion, for RCMBA's use.
- D. Manage environmental permitting and compliance requirements.
- E. Coordinate with RCMBA on fundraising events and/or grant applications.

Section 5. Communication.

RCMBA and MCSD will communicate openly about any matter regarding the collaborative relationship involving the McKinleyville Community Forest.

Section 6. Revisions and Amendments.

Any revisions or amendments to this MOU will require the joint approval of the RCMBA board and the MCSD General Manager.

Section 7. Revocation.

It is the intention of RCMBA and MCSD 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 thirty (30) days advance written notice. Either party may revoke and terminate this MOU at any time, for any reason or for no reason. In the event of revocation of the MOU, RCMBA shall immediately cease using and accessing the McKinleyville Community Forest property for any mountain bike trail construction or maintenance purposes. Further, upon the termination of this MOU, MCSD may, at its election, require RCMBA to take any of the following actions, at RCMBA's sole cost and expense: (i) discontinue maintenance and construction of mountain bike trails on McKinleyville Community Forest property by RCMBA, and remove warning signs; or (ii) abandon all of the Trails and associated warning signs in place, in their current condition as of the date on which this MOU terminates.

Section 8. Equal Partners.

MCSD and RCMBA will be named as equal partners on any promotional, outreach, or informational materials related to RCMBA involvement with the McKinleyville Community Forest.

Section 9. Construction of the Trails.

All Trails constructed, installed or maintained by RCMBA and/or its members shall comply with the "Construction Guidelines" published by the International Mountain Biking Association ("IMBA") as set forth in its manual entitled "Trail Solutions," or any future similar IMBA publication intended to replace the same as well as any conditions or requirements imposed by MCSD (the "Trail Standards"). RCMBA shall, at its sole cost and expense, conspicuously post and maintain warning signs advising users of known dangerous artificial latent conditions on the Trails in the McKinleyville Community Forest including, but not limited to, at the entrance points to the McKinleyville Community Forest and at www.redwoodcoastmtb.org. During the construction of Trails, RCMBA shall not cut or damage live trees without formal written approval from MCSD. RCMBA shall provide MCSD a minimum of fifteen (15) days notice prior to commencement of construction activities.

Section 10. Maintenance of Trails.

RCMBA and its members shall, at their sole cost and expense, maintain all Trails installed by them in good condition and repair, such that the same are safe for their intended use and are at all times in compliance with the Trail Standards. RCMBA shall inspect all Trails constructed by it and/or its members on at least a quarterly basis to ensure that all such Trails are in the condition required by Sections 9, and 10 of this MOU. Any Trails that are found not to be in the condition required by Sections 9 and 10 shall, at RCMBA sole cost and expense, be either: (i) removed by RCMBA; or (ii) repaired by RCMBA so as to meet the requirements of Sections 9 and 10. Upon MCSD's request, RCMBA and MCSD shall jointly inspect all Trails constructed and/or installed pursuant to this MOU to ensure compliance with the terms of this MOU.

Section 11. MCSD Approval.

No new Trails shall be constructed in the McKinleyville Community Forest by RCMBA and/or its members without the prior written approval of MCSD, which such approval may be granted or withheld in its sole discretion. RCMBA will designate the proposed location of Trails with plastic flagging (red and white candy stripe) and provide MCSD with a written trail route plan for MCSD approval, and shall afford MCSD the opportunity to review and approve any changes or additions to the trail plan. Should MCSD approve the construction of any new Trail, all such construction shall be at RCMBA's sole cost and expense and shall be performed in strict compliance with the Trail Standards or other applicable guidelines published by IMBA. Within thirty (30) days of the execution of this MOU, RCMBA shall provide to MCSD a written request to continue the construction and/or installation of any Trails that have not yet been completed. RCMBA shall take no further action, including the continuation of construction or installation, on any such Trails until MCSD has approved or denied such request in writing.

Section 12. Authorization.

This MOU does not authorize RCMBA or its members or guests to take any species listed for protection under the federal or California Endangered Species Act or violate any other laws or regulations pertaining to wildlife species or the environment.

Section 13. Indemnification.

A. Hold Harmless, Defense and Indemnification. RCMBA shall hold harmless, defend and indemnify MCSD 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, or in any way connected with the use of MCSD property by RCMBA or anyone else entering MCSD property at RCMBA's direction or invitation, or the failure on the part of RCMBA to perform fully its promises contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of MCSD. RCMBA's obligations under this Section shall survive the termination or revocation of this MOU.

B. Effect of Insurance. Acceptance of the insurance required by this MOU 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.

C. Property Conditions and Dangerous Conditions. MCSD makes no representation as to the present or future conditions of the Community Forest and its fitness for biking activities under this MOU. RCMBA accepts this license subject to all danger or injury to persons and damages or destruction to property while its members and guests are on MCSD property. In this regard, RCMBA assumes all risk of injury or death to individuals who are on MCSD property pursuant to this MOU and all risk of damage to property upon or in proximity to the MCSD property with RCMBA's knowledge or consent, without regard to whether such injury or damage is occasioned by known or unknown, hidden or disclosed defects on the MCSD property. RCMBA shall immediately notify MCSD and its members of any abnormal or dangerous conditions in the Community Forest or other portions of MCSD property of which RCMBA becomes aware.

D. Own Risk. RCMBA acknowledges and agrees that all recreational activities undertaken by it or its members and guests on McKinleyville Community Forest property are undertaken at their own risk, and that MCSD shall have no liability whatsoever for any injuries to persons or property occurring due to such activities, except such loss or damage which was caused by the sole negligence or willful misconduct of MCSD.

Section 14. Insurance Requirements.

This MOU shall not be executed by MCSD, 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 MCSD.

A. General Insurance Requirements. Without limiting RCMBA's indemnification obligations provided for herein, RCMBA shall take out and maintain, throughout the entire period of this MOU, 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:

- i) 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.
- ii) It is the parties understanding that RCMBA will not drive an automobile in the performance of the tasks provided pursuant to this MOU. 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).
- iii) 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 MCSD 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 MOU."

RCMBA: _____
Gina Bauer

Printed Name: _____
Gina Bauer

Date: _____
5/14/24

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

- i) The Comprehensive or Commercial General Liability Policy shall provide that MCSD, 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 MCSD or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - (a) Includes contractual liability.
 - (b) Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - (c) Is the primary insurance with regard to MCSD.
 - (d) Does not contain a pro-rata, excess only and/or escape clause.
 - (e) Contains a cross liability, severability of interest or separation of insureds clause.
- ii) 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 MCSD in accordance with the notice provisions set forth herein. It is further understood that RCMBA shall not terminate such coverage until MCSD receives adequate proof that equal or better insurance has been secured.
- iii) The inclusion of more than one insured shall not operate to impair the rights of one 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 insured shall not operate to increase the limits of the insurer's liability.
- iv) For claims related to this MOU, RCMBA's insurance is the primary coverage to MCSD, and any insurance or self-insurance programs maintained thereby are excess to RCMBA's insurance and will not be used to contribute therewith.
- v) Any failure to comply with the provisions of this MOU shall not affect the coverage provided to MCSD or its agents, officers, officials, employees and volunteers.
- vi) RCMBA shall furnish MCSD with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by MCSD. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, MCSD.

vii) MCS D 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.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

MCS D: McKinleyville CSD
 Attention: General Manager
 1656 Sutter Road
 McKinleyville, California 95519

RCMBA: Redwood Coast Mountain Bike Association

 Attention: Sean Tetrault

 Address: PO Box 386
 Arcata, CA 95518

Section 15. Miscellaneous.

A. Notices. All notices by either party under this MOU shall be in writing and shall be provided to the other party via United States Postal Service first class mail to the addresses set forth below the parties' respective signature block or such other address as may be provided by one party to the other in writing.

B. Entire MOU. This MOU is intended by the parties to be the final expression and the complete and exclusive statement of their agreement with respect to the matters contained herein, and any and all prior or contemporaneous agreements or understandings, whether oral or written, pertaining to such matters are merged in this MOU and shall not be admissible or effective for any other purpose. This MOU may not be amended except by a writing signed by both parties that expressly states that it is an amendment to this MOU.

C. Counterparts/Electronic Signatures. This MOU may be executed in any number of counterparts, each of which shall be deemed an original. Electronically scanned signatures (by DocuSign or other method) shall be deemed to constitute original signatures.

D. Attorneys' Fees. If either party to this MOU consults an attorney regarding enforcement of this MOU, or if any litigation is commenced between the parties, or if any party institutes any proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorneys' fees and costs, whether or not a suit is brought.

E. Severability. If any provision of this MOU, or the application of the provisions to any person or circumstances, shall be deemed invalid or unenforceable to any extent, the remainder of the MOU and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected and shall be enforced to the fullest extent permitted by law, provided the invalidity of such provision does not materially affect the benefits accruing to any party.

F. Governing Law. This MOU is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by the laws of the State of California. The MOU shall in all cases be construed as a whole according to its fair meaning, not strictly for or against either party.

G. Construction of MOU. The provisions set forth in this MOU shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this MOU.

H. Not Subject to Assignment. The rights and obligations under this MOU may not be assigned or assumed by any other party and this MOU is not subject to assignment.

I. Prohibition of Flammable Materials. Due to the danger of forest fires, RCMBA shall not bring onto McKinleyville Community Forest any flammable or explosive materials, including, but not limited to, any kerosene, gasoline, propane or other similar substances, except for gasoline (in amounts less than two gallons) for machinery used for trail construction and/or maintenance. If such gasoline is brought onto McKinleyville Community Forest property, RCMBA shall remove all such gasoline immediately after its use, and in no event shall any gasoline be stored or maintained on McKinleyville Community Forest property overnight. Each RCMBA work crew shall have a fire extinguisher on site at all times.

J. Recreational Use without Monetary Consideration and Statutory Immunity. RCMBA and MCSD agree that there is no fee or other monetary consideration paid by RCMBA for access to MCSD property as described herein. RCMBA acknowledges that it has requested that MCSD make its property available for recreational activities, and that MCSD has not specifically invited use of its property by RCMBA. The parties agree Sections 831.2, 831.3, 831.4, and 831.7 of the California Government Code, without limitation, grant MCSD immunity from potential liability claims made by recreational users for incidents on MCSD property. Pursuant to these Code sections and any and all other defenses available in law and/or equity, MCSD is not liable for claims arising from use of MCSD Trails and roads, natural conditions existing on the property, or hazardous recreational activities taking place on MCSD property.

Section 16. Principal Contacts.

McKinleyville Community Services District

Lesley Frisbee, Parks & Recreation Director
1656 Sutter Road
McKinleyville, CA 95519
Phone: (707) 839-3251
E-mail: lesley@mckinleyvillecsd.com

Redwood Coast Mountain Bike Association

Name: Gina Bauer
Address: PO Box 386, Arcata CA 95518
Phone: (707) 498-8995
E-mail: info@redwoodcoastmtb.org

Section 17. Authorized Representatives.

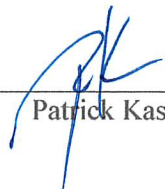
By executing this MOU, each party hereto certifies that the individuals listed in this document as representatives of the parties are authorized to act in their respective areas for matters related to this MOU.

Section 18. Duration.

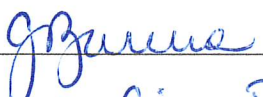
This MOU becomes effective upon signature by both parties and can be modified or amended by mutual consent. Either party may terminate this MOU by giving sixty (60) days advance written notice to the other party or at such other date as may be established. The signatories will evaluate annually whether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

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date set forth below.

McKinleyville Community Services District:

By:  Date: 5/14/2021
Patrick Kaspari, General Manager

Redwood Coast Mountain Bike Association:

By:  Date: 5/14/24
Print Name: Gina Bauer

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
McKINLEYVILLE COMMUNITY SERVICES DISTRICT
AND
HUMBOLDT SKATE PARK COLLECTIVE/
MOUNTAIN BIKE TRIBAL TRAIL ALLIANCE**

This Memorandum of Understanding (“MOU”) is made this 2nd day of April, 2024, by and between McKinleyville Community Services District (“MCSD”) and Humboldt Skatepark Collective, a California nonprofit corporation (“HSC”) (a 501(c)(3)) working with Mountain Bike Tribal Trail Alliance, part of HSC non-profit alliance (“MBTTA”) in conjunction with Two Feathers, Native American Family Services, The Warrior Institute grassroots organization, other Local Tribes and Veterans. All referred to below as invitees of HSC and MBTTA.

Section 1. Purpose.

The purpose of this MOU is to formalize a collaborative relationship between MCSD and the HSC/MBTTA for planning, construction, and maintenance of mountain bike and specified trails within the McKinleyville Community Forest. The MOU is intended to facilitate community involvement in the development and management of the McKinleyville Community Forest, reduce MCSD costs, support opportunities for outstanding mountain biking experiences, support Tribal Youth training and outreach services, and promote safe and compatible recreational use. The MOU identifies the anticipated tasks and activities to be performed by HSC/MBTTA, describes the protocol for communication and coordination between HSC/MBTTA and MCSD staff, and establishes indemnification provisions and insurance coverage required.

MCSD grants to HSC/MBTTA a revocable agreement allowing HSC/MBTTA and/or its members to construct and maintain, at the sole cost, expense and liability of HSC/MBTTA, trails and mountain bike trail features (“Trails”) as previously constructed, or newly constructed, on McKinleyville Community Forest property, subject to the terms and conditions set forth in this MOU.

HSC/MBTTA acknowledges and agrees that the license: a) is not assignable; b) is non-exclusive and does not exclude MCSD and/or other members of the public from full use and possession of the McKinleyville Community Forest; and c) is revocable by MCSD pursuant to the terms of this MOU. HSC/MBTTA acknowledges that the grant of this license, HSC/MBTTA’s construction and maintenance of the Trails, and the public’s use is being made for public recreational use and purposes under the MOU. By acceptance of this MOU, HSC/MBTTA acknowledges that the Community Forest lands are for public use, and that there may, at times, be conflicting uses. HSC/MBTTA shall not object to any uses established in the Community Forest Stewardship and Trails Plan (in preparation), and/or development of property carried out by MCSD or its agents, other permittees, or approved users.

Section 2. Statement of Mutual Benefit and Interest.

MBTTA is dedicated to promoting cycling and building and maintaining sustainable trails in the Northern California region. MBTTA represents the interests of their members and the mountain biking community and has existing written agreements with other public and private landowners to develop and maintain trails. MBTTA brings extensive knowledge and expertise regarding the design features that make mountain bike trails fun, challenging, and inspiring.

MCS D owns and manages the McKinleyville Community Forest located east of McKinleyville, ("McKinleyville Community Forest" or "Community Forest"). MCS D is in the process of developing a Community Forest Stewardship and Trails Plan. The McKinleyville Community Forest was established for multiple purposes including public access and recreation, timber harvest, watershed and resource conservation. The McKinleyville 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.

MBTTA, HSC, Two Feathers and MCS D have each shown a commitment to supporting recreational trail use, expanding access to trails, and enhancing the social and economic benefits of trails within the McKinleyville area.

Section 3. HSC/MBTTA Requirements.

A. Assist with trail-building and maintenance within the McKinleyville Community Forest, as long as:

- i) Sufficient volunteer interest from HSC/MBTTA members exists; and
- ii) Sufficient financial resources are available for MCS D staff to direct, coordinate, and support the activities described in this MOU.

B. Perform the following tasks:

- i) Assist in and help lead the construction of the mountain bike trails and skills park identified in the final Community Forest Stewardship and Trails Plan (in preparation), in accordance with and pursuant to direction from MCS D staff. MBTTA will perform walk-throughs with MCS D staff prior to initiating construction of each trail segment and will provide advanced notification of planned workdays and will follow all construction directions, restrictions and protocols established by MCS D.
- ii) Assist with trail maintenance and rehabilitation.
- iii) Assist with decommissioning unauthorized trails.
- iv) 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 MCS D prior to use.
- v) Coordinate with MCS D to implement temporary trail closures during trail construction and/or maintenance, as appropriate.
- vi) Coordinate with MCS D on protocols for volunteer activities, which may include additional volunteer authorization or waiver procedures.

C. Train and monitor all volunteers to ensure that they conduct work activities in accordance with appropriate safety practices.

D. Implement the mitigation measures identified in any applicable permits, any California Environmental Quality Act (CEQA) documents, the Community Forest Stewardship and Trails Plan, along with any additional permitting requirements or conditions identified or created by MCS D.

E. Follow the standards and practices identified in the Community Forest Stewardship and Trails Plan and in Guidelines for a Quality Trail Experience (International Mountain Bike Association, current edition) to the greatest extent possible.

F. Encourage all volunteers to be respectful and courteous to other recreational users.

G. Ensure that volunteers do not modify or change any planned trail alignment or configuration without written permission from MCSD.

H. Cover all HSC/MBTTA volunteers working within the McKinleyville Community Forest with liability insurance with policy limits in the amount of:

- i) \$1,000,000 for each occurrence; and
- ii) \$2,000,000 overall/aggregate.

I. Report any volunteer accidents or other instances where volunteer safety has been jeopardized.

J. Report all illegal activity encountered within the McKinleyville Community Forest by calling 911 immediately and notifying MCSD.

K. Coordinate with MCSD on fundraising events and/or grant applications.

L. HSC/MBTTA will post this MOU on their official website (www.humboldt skate park collective.org) and any future websites and provide HSC/MBTTA's members copies of this MOU for the period that this MOU is in force.

Section 4. MCSD Requirements.

A. Provide clear direction regarding trail-building and maintenance priorities and the desired outcomes for specific projects within the McKinleyville Community Forest.

B. Provide regular feedback about the effectiveness of the collaborative relationship and any desired changes for improvement.

C. Provide additional tools and equipment, if available in MCSD's discretion, for MBTTA's use.

D. Manage environmental permitting and compliance requirements.

E. Coordinate with HSC/MBTTA on fundraising events and/or grant applications.

Section 5. Communication.

HSC/MBTTA and MCSD will communicate openly about any matter regarding the collaborative relationship involving the McKinleyville Community Forest.

Section 6. Revisions and Amendments.

Any revisions or amendments to this MOU will require the joint approval of the HSC/MBTTA board and the MCSD General Manager.

Section 7. Revocation.

It is the intention of HSC/MBTTA and MCSD 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 thirty (30) days advance written notice. Either party may revoke and terminate this MOU at any time, for any reason or for no reason. In the event of revocation of the MOU, HSC/MBTTA shall immediately cease using and accessing the McKinleyville Community Forest property for any mountain bike trail construction or maintenance purposes. Further, upon the termination of this MOU, MCSD may, at its election, require HSC/MBTTA to take any of the following actions, at HSC/MBTTA's sole cost and expense: (i) discontinue maintenance and construction of mountain bike trails on McKinleyville Community Forest property by HSC/MBTTA, and remove warning signs; or (ii) abandon all of the Trails

and associated warning signs in place, in their current condition as of the date on which this MOU terminates.

Section 8. Equal Partners.

MCSD and HSC/MBTTA will be named as equal partners on any promotional, outreach, or informational materials related to HSC/MBTTA involvement with the McKinleyville Community Forest.

Section 9. Construction of the Trails.

All Trails constructed, installed or maintained by HSC and/or its members shall comply with the "Construction Guidelines" published by the International Mountain Biking Association ("IMBA") as set forth in its manual entitled "Trail Solutions," or any future similar IMBA publication intended to replace the same as well as any conditions or requirements imposed by MCSD (the "Trail Standards"). HSC/MBTTA shall, at its sole cost and expense, conspicuously post and maintain warning signs advising users of known dangerous artificial latent conditions on the Trails in the McKinleyville Community Forest including, but not limited to, at the entrance points to the McKinleyville Community Forest and at www.humboldt skate park collective.org. During the construction of Trails, HSC/MBTTA shall not cut or damage live trees without formal written approval from MCSD. HSC/MBTTA shall provide MCSD a minimum of fifteen (15) days notice prior to commencement of construction activities.

Section 10. Maintenance of Trails.

HSC/MBTTA and its members shall, at their sole cost and expense, maintain all Trails installed by them in good condition and repair, such that the same are safe for their intended use and are at all times in compliance with the Trail Standards. HSC/MBTTA shall inspect all Trails constructed by it and/or its members on at least a quarterly basis to ensure that all such Trails are in the condition required by Sections 9, and 10 of this MOU. Any Trails that are found not to be in the condition required by Sections 9 and 10 shall, at HSC/MBTTA sole cost and expense, be either: (i) removed by HSC/MBTTA; or (ii) repaired by HSC/MBTTA so as to meet the requirements of Sections 9 and 10. Upon MCSD's request, HSC/MBTTA and MCSD shall jointly inspect all Trails constructed and/or installed pursuant to this MOU to ensure compliance with the terms of this MOU.

Section 11. MCSD Approval.

No new Trails shall be constructed in the McKinleyville Community Forest by HSC/MBTTA and/or its members without the prior written approval of MCSD, which such approval may be granted or withheld in its sole discretion. HSC/MBTTA will designate the proposed location of Trails with plastic flagging (red and white candy stripe) and provide MCSD with a written trail route plan for MCSD approval, and shall afford MCSD the opportunity to review and approve any changes or additions to the trail plan. Should MCSD approve the construction of any new Trail, all such construction shall be at HSC/MBTTA's sole cost and expense and shall be performed in strict compliance with the Trail Standards or other applicable guidelines published by IMBA. Within thirty (30) days of the execution of this MOU, HSC/MBTTA shall provide to MCSD a written request to continue the construction and/or installation of any Trails that have not yet been completed. HSC/MBTTA shall take no further action, including the continuation of construction or installation, on any such Trails until MCSD has approved or denied such request in writing.

Section 12. Authorization.

This MOU does not authorize HSC/MBTTA or its members or guests to take any species listed for protection under the federal or California Endangered Species Act or violate any other laws or regulations pertaining to wildlife species or the environment.

Section 13. Indemnification.

A. Hold Harmless, Defense and Indemnification. HSC/MBTTA shall hold harmless, defend and indemnify MCSD 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, or in any way connected with the use of MCSD property by HSC/MBTTA or anyone else entering MCSD property at HSC/MBTTA's direction or invitation, or the failure on the part of HSC/MBTTA to perform fully its promises contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of MCSD. HSC/MBTTA's obligations under this Section shall survive the termination or revocation of this MOU.

B. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve HSC/MBTTA from liability under this provision. This provision shall apply to all claims for damages related to HSC/MBTTA'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.

C. Property Conditions and Dangerous Conditions. MCSD makes no representation as to the present or future conditions of the Community Forest and its fitness for biking activities under this MOU. HSC/MBTTA accepts this license subject to all danger or injury to persons and damages or destruction to property while its members and guests are on MCSD property. In this regard, HSC/MBTTA assumes all risk of injury or death to individuals who are on MCSD property pursuant to this MOU and all risk of damage to property upon or in proximity to the MCSD property with HSC/MBTTA's knowledge or consent, without regard to whether such injury or damage is occasioned by known or unknown, hidden or disclosed defects on the MCSD property. HSC/MBTTA shall immediately notify MCSD and its members of any abnormal or dangerous conditions in the Community Forest or other portions of MCSD property of which HSC/MBTTA becomes aware.

D. Own Risk. HSC/MBTTA acknowledges and agrees that all recreational activities undertaken by it or its members and guests on McKinleyville Community Forest property are undertaken at their own risk, and that MCSD shall have no liability whatsoever for any injuries to persons or property occurring due to such activities, except such loss or damage which was caused by the sole negligence or willful misconduct of MCSD.

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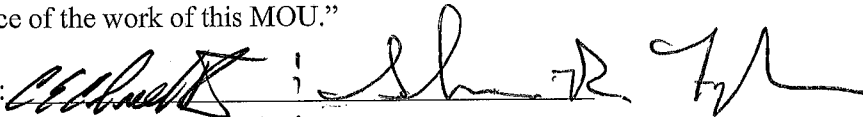
- i) Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal 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.

- ii) It is the parties understanding that HSC/MBTTA will not drive an automobile in the performance of the tasks provided pursuant to this MOU. If HSC/MBTTA's responsibilities are changed in such a way that driving will be required during the performance of such tasks, HSC/MBTTA 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).
- iii) 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 MCSD and its agents, officers, officials, employees and volunteers.

If HSC/MBTTA has no employees, HSC/MBTTA 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 MOU."

HSC/MBTTA: 

Printed Name: Charles Caldwell & Shawn R. Fyfe

Date: 4-1-2024

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

- i) The Comprehensive or Commercial General Liability Policy shall provide that MCSD, 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 HSC/MBTTA. The coverage shall contain no special limitations on the scope of protection afforded to MCSD or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - (a) Includes contractual liability.
 - (b) Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - (c) Is the primary insurance with regard to MCSD.
 - (d) Does not contain a pro-rata, excess only and/or escape clause.
 - (e) Contains a cross liability, severability of interest or separation of insureds clause.
- ii) 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 MCSD in accordance with the notice provisions set forth herein. It is further understood that HSC/MBTTA shall not terminate such coverage until MCSD receives adequate proof that equal or better insurance has been secured.

- iii) The inclusion of more than one insured shall not operate to impair the rights of one 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 insured shall not operate to increase the limits of the insurer's liability.
- iv) For claims related to this MOU, HSC/MBTTA's insurance is the primary coverage to MCSD, and any insurance or self-insurance programs maintained thereby are excess to HSC/MBTTA's insurance and will not be used to contribute therewith.
- v) Any failure to comply with the provisions of this MOU shall not affect the coverage provided to MCSD or its agents, officers, officials, employees and volunteers.
- vi) HSC/MBTTA shall furnish MCSD with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by MCSD. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, MCSD.
- vii) MCSD is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and HSC/MBTTA shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

MCSD: McKinleyville CSD
 Attention: General Manager
 1656 Sutter Road
 McKinleyville, California 95519

HSC/MBTTA: Mountain Bike Tribal Trail Alliance
 Attention: Charlie Caldwell HSC, Shawn R. Fyke
 Address: 2437 E Cochran RD 2503 McKinleyville
MCK CA 95519 McKinleyville, CA.
 95519

Section 15. Miscellaneous.

A. Notices. All notices by either party under this MOU shall be in writing and shall be provided to the other party via United States Postal Service first class mail to the addresses set forth below the parties' respective signature block or such other address as may be provided by one party to the other in writing.

B. Entire MOU. This MOU is intended by the parties to be the final expression and the complete and exclusive statement of their agreement with respect to the matters contained herein, and any and all prior or contemporaneous agreements or understandings, whether oral or written, pertaining to such matters are merged in this MOU and shall not be admissible or effective for any other purpose. This MOU may not be amended except by a writing signed by both parties that expressly states that it is an amendment to this MOU.

C. Counterparts/Electronic Signatures. This MOU may be executed in any number of counterparts, each of which shall be deemed an original. Electronically scanned signatures (by DocuSign or other method) shall be deemed to constitute original signatures.

D. Attorneys' Fees. If either party to this MOU consults an attorney regarding enforcement of this MOU, or if any litigation is commenced between the parties, or if any party institutes any proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorneys' fees and costs, whether or not a suit is brought.

E. Severability. If any provision of this MOU, or the application of the provisions to any person or circumstances, shall be deemed invalid or unenforceable to any extent, the remainder of the MOU and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected and shall be enforced to the fullest extent permitted by law, provided the invalidity of such provision does not materially affect the benefits accruing to any party.

F. Governing Law. This MOU is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by the laws of the State of California. The MOU shall in all cases be construed as a whole according to its fair meaning, not strictly for or against either party.

G. Construction of MOU. The provisions set forth in this MOU shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this MOU.

H. Not Subject to Assignment. The rights and obligations under this MOU may not be assigned or assumed by any other party and this MOU is not subject to assignment.

I. Prohibition of Flammable Materials. Due to the danger of forest fires, HSC/MBTTA shall not bring onto McKinleyville Community Forest any flammable or explosive materials, including, but not limited to, any kerosene, gasoline, propane or other similar substances, except for gasoline (in amounts less than two gallons) for machinery used for trail construction and/or maintenance. If such gasoline is brought onto McKinleyville Community Forest property, HSC/MBTTA shall remove all such gasoline immediately after its use, and in no event shall any gasoline be stored or maintained on McKinleyville Community Forest property overnight. Each HSC/MBTTA work crew shall have a fire extinguisher on site at all times.

J. Recreational Use without Monetary Consideration and Statutory Immunity. HSC/MBTTA and MCSD agree that there is no fee or other monetary consideration paid by HSC/MBTTA for access to MCSD property as described herein. HSC/MBTTA acknowledges that it has requested that MCSD make its property available for recreational activities, and that MCSD has not specifically invited use of its property by HSC. The parties agree Sections 831.2, 831.3, 831.4, and 831.7 of the California Government Code, without limitation, grant MCSD immunity from potential liability claims made by recreational users for incidents on MCSD property. Pursuant to these Code sections and any and all other defenses available in law and/or equity, MCSD is not liable for claims arising from use of MCSD Trails and roads, natural conditions existing on the property, or hazardous recreational activities taking place on MCSD property.

Section 16. Principal Contacts.

McKinleyville Community Services District

Lesley Frisbee, Parks & Recreation Director
1656 Sutter Road
McKinleyville, CA 95519
Phone: (707) 839-3251
E-mail: lesley@mckinleyvillecsd.com

Humboldt Skate Park Collective/Mountain Bike Tribal

Name: Charles Caldwell + Shawn R. Fyfe

Address: 2437 E Cochran Rd Mex. CA 95519 or 2503 McKinleyville

Phone: 707 499-7021 or (207) 599-8319 McKinleyville Ave.
CA. 95519

E-mail: humboldt skatecollective@gmail.com or SSFyfe@gmail.com

Section 17. 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.

Section 18. 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date set forth below.

McKinleyville Community Services District:

By:  Date: 4/2/2024
Patrick Kaspari, General Manager

Humboldt Skate Park Collective/Mountain Bike Tribal Trail Alliance:

By:  Date: 4.1.24

Print Name: Charles E. Caldwell + Shawn R. Fyfe

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- The Application shall identify the District facility, state the reason(s) for the proposed name change and specify the proposed name.
- The General Manager and/or designated District staff will review the Application and determine if it is consistent with the Naming Policy. If consistent the Application will be forwarded to the District Board of Directors for review and consideration.
- Applications that are determined by the General Manager to be incomplete, without sufficient support, or that are otherwise inconsistent with the Policy will be returned to the applicant together with a written explanation for the return. The applicant may resubmit the Application at any time with new or additional information to correct insufficiencies identified by the General Manager.
- All decisions with respect to the renaming of District facilities will be at the discretion of the District Board of Directors, which shall determine whether a District facility or portion thereof should be renamed.
- Naming/Renaming of District facilities shall be executed by the District Board of Director via Resolution.
- Areas within a District facility may be named or renamed as referenced in Section 4 of the Policy entitled “Criteria to be used in Naming All District Facilities” shall be followed.
- Plaques or other appropriate types of markers may be used when an area or portion of a District facility is named or renamed.
- The costs of plaques or markers and/or the replacement of signs resulting from or done in conjunction with the dedication or commemorative naming/renaming of an area will be borne by the individual, group or organization requesting the name.
- The design, type and/or style of plaques, markers and/or signs must be approved by the District prior to installation.

The Automatic gate has been installed. It will be on a timer to open around 7:30 and close at sunset 7 days a week. There is a sensor inside the gate that will allow vehicles to exit if they happen to get closed in. A keypad has been installed to override the gate operation in the event emergency services or Green Diamond need access during the time the gate is in the closed position. The code will be provided to those emergency service agencies and Green Diamond as well.

The “You Are Here” signs have been installed at all major trail intersections and entry points which will help guide users to their destinations and help prevent them from getting lost or coming out onto private property.

Alternatives:

Not Applicable

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

Attachment 1 - Facility Naming and Dedication Policy

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POLICY FOR THE NAMING AND DEDICATION OF DISTRICT FACILITIES

POLICY PURPOSE

This Policy establishes a process and criteria for the consideration of requests by McKinleyville resident(s), the Wiyot and other local tribes, local indigenous people, business owner(s), organization(s), and/or property owner(s) for the naming or renaming of District facilities.

POLICY STATEMENT

It is the policy of the McKinleyville Community Services District (District) to provide a process for consideration of the naming and renaming of District facilities. District facilities are public places and as such naming bestows some measure of value. Naming should be applied in order to bestow this value across all sectors of our community with attention to representation of under-represented communities including but not limited to local tribes. In general, existing facilities should only be renamed in exceptional circumstances. Naming requests will be considered which best serve the interests of the District and which ensure a worthy and enduring legacy. To this end the District supports consideration of naming requests according to the following guidelines and criteria.

DEFINITIONS

The term “facilities” shall include buildings, rooms, interior spaces, exterior spaces (i.e. gardens, courts, plazas, fields, open spaces, forests) and all other tangible and relatively permanent features owned, operated or controlled by the McKinleyville Community Services District.

GUIDELINES & CRITERIA

1. Process for Naming New Facilities

- 1.1. Facilities shall be named at least 30 days before the facility is open for operation.
- 1.2. The District shall create a Naming Committee which will publicly solicit proposals for naming new facilities from community resident(s), the Wiyot Tribe, and other local Tribes, business owner(s), organization(s) or property owner(s).
 - 1.2.1. Proposals shall be made in writing and shall be consistent with the criteria referenced in Section 4 of this Policy.
- 1.3. From the submitted proposals, the Naming Committee will develop a list of up to three possible names for a new facility to present to the Board of Directors for consideration and public comment.
- 1.4. The District shall hold a minimum of one public hearing to receive public comments on names proposed by the Naming Committee.
- 1.5. Naming of District facilities shall be executed by the District Board of Directors via Resolution.

2. Process for Renaming Existing Facilities

- 2.1. A request to rename a District facility may be initiated by one or more McKinleyville resident(s), business owner(s), organization(s), member(s) of a tribal community, property owner(s) or by the MCSD Board of Directors using the Application for Commemorative Naming and Dedication of McKinleyville Community Services District Facilities. The Application shall include letters of support, articles, documents, and other evidence demonstrating broad-based community support for the Application.
- 2.2. The Application shall identify the District facility, state the reason(s) for the proposed name change and specify the proposed name.

- 2.3. The General Manager and/or designated District staff will review the Application and determine if it is consistent with the Naming Policy. If consistent the Application will be forwarded to the District Board of Directors for review and consideration.
- 2.4. Applications that are determined by the General Manager to be incomplete, without sufficient support, or that are otherwise inconsistent with the Policy will be returned to the applicant together with a written explanation for the return. The applicant may resubmit the Application at any time with new or additional information to correct insufficiencies identified by the General Manager.
- 2.5. All decisions with respect to the renaming of District facilities will be at the discretion of the District Board of Directors, which shall determine whether a District facility or portion thereof should be renamed.
- 2.6. Naming/Renaming of District facilities shall be executed by the District Board of Director via Resolution.

3. Process for Naming/Renaming portions of a District Facility

- 3.1. The process outlined in Section 2 above shall be followed.
- 3.2. Areas within a District facility may be named or renamed as referenced in Section 4 of this Policy entitled "Criteria to be used in Naming All District Facilities" shall be followed.
- 3.3. Plaques or other appropriate types of markers may be used when an area or portion of a District facility is named or renamed.
- 3.4. The costs of plaques or markers and/or the replacement of signs resulting from or done in conjunction with the dedication or commemorative naming/renaming of an area will be borne by the individual, group or organization requesting the name.
 - 3.4.1. The design, type and/or style of plaques, markers and/or signs must be approved by the District prior to installation.

4. Criteria to be used in Naming All District Facilities: Priorities to be considered in naming all District facilities shall be as follows:

- 4.1. General Criteria: Names shall:
 - 4.1.1. Engender strong positive image
 - 4.1.2. Be appropriate in regard to the facility location and/or history
 - 4.1.3. Have historical, cultural and/or social significance for future generations
 - 4.1.4. Commemorate places, people or events that are of continued importance to the community or region and/or local tribes.
 - 4.1.5. Have broad public support
- 4.2. Tribal: Names as determined through consultation with the Wiyot tribe, and other local tribes as relevant, with special consideration given to names that preserve regional tribal languages.
- 4.3. Historic: Names of historic events, groups, organizations, and indigenous tribes/communities, or persons at the local, regional, or national level of major significance with special consideration given to the natural and cultural history of the local area currently called McKinleyville.
- 4.4. Natural or Geologic: Names based on distinctive, predominant, and defining natural features of the area or region with special consideration given to names that preserve regional tribal languages.
- 4.5. Individual, Groups, Organizations, or Nations: Names of persons, groups, organizations, or nations having longstanding affiliation with the McKinleyville community of not less than ten (10) or more years of significant community service, involvement, or contributions beyond the ordinary interest level whose efforts have:
 - 4.5.1. Enhanced the quality of life and well-being of community residents;

- 4.5.2. Contributed to the preservation of the town's history or culture, with special consideration given to the area's indigenous history and living cultures;
- 4.5.3. Made exemplary or meritorious contributions to the District or its residents; or
- 4.5.4. Contributed to the acquisition, development, or conveyance of land, buildings, structures, or other amenities to the District or community.

5. Other Considerations: The McKinleyville Community Services District reserves the right to rename any District facility if the individual, group, or organization for which it is named turns out to be disreputable or subsequently acts in a disreputable way.