

**Trail Maintenance**  
**Memorandum of Understanding (MOU)**

This MOU is entered into by and between Vandenberg Village Community Services District (“VVCSD”) and the individual members of the Burton Mesa Trail Users (“BMTU”) listed in Appendix A.

**I. Purpose and Scope**

The purpose of this MOU is to allow volunteers from the BMTU to assist VVCSD in maintaining recreational trails on VVCSD property for hiking and mountain bicycling by the general public. This MOU applies specifically to the three established trails known as the Summertime Trail, Buena Vista Trail, and El Dorado Trail (“Trails”) on Lot 54, Clubhouse Estates, Assessor’s Parcel Number 097-371-067.

**II. Background**

- A. Lot 54 is a 123.24-acre parcel included within Tract Map No. 03TRM-00000-00003 (TM 14,629) approved by the Santa Barbara County Planning Commission on August 3, 2005. The associated Conditions of Approval required that Lot 54 be offered to a public entity for long-term stewardship and management, that it remain completely undeveloped due to the sensitive biological habitat, and that no public trails or other access will be introduced. VVCSD acquired Lot 54 on March 26, 2015, and is responsible for retaining it in open space and complying with these Conditions of Approval.
- B. The BMTU is an informal group of local hikers and mountain bikers formed in 2005 that currently has about 50 members. The BMTU offered to provide volunteer labor to assist VVCSD in maintaining Trails.
- C. At the regular monthly meeting on November 3, 2015, the VVCSD Board of Directors approved using volunteer labor to help maintain Trails and directed staff to develop a MOU with the BMTU.

**III. Principles**

- A. BMTU and VVCSD will work collaboratively on maintenance activities for the Trails. BMTU will notify VVCSD in writing and receive written permission from VVCSD before performing any maintenance on any of the Trails.
- B. Trails are considered recreational trails in a natural condition and will be maintained as such. No mountain bicycle jumps or ramps will be constructed. Volunteers will exercise care to stay off of animal trails. No new trails will be created.
- C. Trails will be maintained to VVCSD standards.
- D. VVCSD may use employees, contractors, and volunteers to perform maintenance of Trails.

- E. VVCSD will provide and maintain signage and creek crossings.
- F. Volunteers will not receive any compensation, benefits, or special privileges.
- G. Volunteers will furnish their own tools subject to VVCSD approval.
- H. VVCSD may furnish tools, equipment, or materials.
- I. VVCSD provides workers compensation insurance through the Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA) for volunteers in accordance with VVCSD Resolution 109-94. Volunteers are deemed employees of VVCSD only for the purpose of workers compensation insurance benefits. Volunteers are classified as unskilled employees at the state minimum wage salary level.
- J. Volunteers who are injured while performing maintenance of the Trails may seek treatment at any medical facility which accepts workers compensation insurance. Volunteers will notify VVCSD of any injury no later than the next business day after the injury.
- K. Volunteers must comply with all Federal, State, County, and District laws, rules and regulations applicable to the use of the Trails.

#### **IV. Roles and Responsibilities**

- A. BMTU: Dr. Gene Pritchett and Mr. Roger McConnell are the points of contact. They are responsible for scheduling, requesting, and accomplishing maintenance work on the Trails. Permission will be requested by email or otherwise in writing from the VVCSD Operations & Maintenance Manager at least 10 days prior to any maintenance event for the Trails. Requests will include the dates, times, approximate number of volunteers, and a brief description of work. A list of volunteers and the number of hours worked by each volunteer will be provided by email or otherwise in writing to the VVCSD Operations & Maintenance Manager and the VVCSD Administrative Services Manager no later than 10 days after the completion of any maintenance event for the Trails.
- B. VVCSD: The Operations & Maintenance Manager and the Administrative Services Manager are the points of contact.
  - 1. The Operations & Maintenance Manager is responsible for coordinating and approving all maintenance activities for the Trails performed by volunteers. A VVCSD employee will conduct a safety briefing for volunteers and will participate in maintenance events for the Trails.
  - 2. The Administrative Services Manager is responsible for reporting volunteer labor to ACWA/JPIA and processing workers compensation claims.

**V. Schedule**

- A. VVCSD and BMTU contemplate one to four volunteer maintenance events for the Trails per year. Trail maintenance events will generally be scheduled on weekends and holidays.
- B. No less than two and no more than 15 volunteers are allowed per event. Volunteers must be at least 18 years of age. BMTU is responsible for selection and screening of volunteers.

**VI. Release of Liability**

- A. Each volunteer hereby releases, waives, discharges and covenants not to sue VVCSD, its employees, elected officials, representatives, attorneys, officers, agents, and contracted entities (“Releasees”) from any and all losses, damages, claims, actions, demands, causes of action, liabilities, obligations, injuries, judgments, payments of every kind and character, known or unknown, existing or contingent, latent or patent, relating to, arising out of, or in connection with the volunteer’s participation in maintenance of Trails, the volunteer’s use of any property, facilities, or equipment in connection with the maintenance of Trails, or any decision to consent to or refuse medical or dental care for the volunteer, whether caused in whole or in part by any negligent act or omission of the Releasees or otherwise.
- B. Each volunteer hereby agrees to indemnify and hold harmless the Releasees from all liabilities, claims, demands, causes of action, judgments, charges, payments, costs, expenses, and attorney’s fees relating to, arising out of, or in connection with the volunteer’s participation in the maintenance of Trails, the volunteer’s use of any property, facilities, or equipment in connection with the maintenance of Trails, or any decision to consent to or refuse medical or dental care for the volunteer, whether caused in whole or in part by any negligent act or omission of the Releasees or otherwise.
- C. Each volunteer represents that he or she has knowledge and notice of, are familiar with, and understand the risks associated with the volunteer’s participating in the maintenance of Trails and using property, facilities, and equipment in connection with the maintenance of Trails, including, but not limited to, risks of bodily injury, dismemberment, death, damage, and other loss to and of the volunteer and/or his or her property. Each volunteer knowingly and freely hereby assumes full responsibility for and the risks of all bodily injury, dismemberment, death and other loss, including, but not limited to, property damage relating to or arising out of the volunteer’s participating in the maintenance of Trails or using any property, facilities, or equipment in connection with the maintenance of Trails, whether caused in whole or in part by any negligent act or omission of Releasees or otherwise.
- D. The undersigned expressly agrees that these provisions in this Section VI are intended to be as broad and inclusive as permitted by California law.

**VII. Termination**

VVCSD may terminate its participation in this MOU by providing 15 days written notice to the BMTU points of contact in Paragraph IV. Individual members of the BMTU may terminate their participation in this MOU anytime by initialing Appendix A.

**VIII. Term**


The term of this MOU is five years: from May 1, 2016, through May 1, 2021.


**In witness whereof**, the parties hereto and the individuals on Appendix A have executed this MOU.

**“VVCSD”:**


**“BMTU”:**

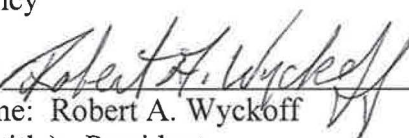
APPROVED AS TO FORM:

By:   
Name: Michael A. Munoz  
Its (title): Deputy County Counsel  
Date: March 16, 2016


By:   
Name: Gene Pritchett  
Its (title): Point of Contact, Member  
Date: 3-25, 2016

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT, a local government agency

By:   
Name: Roger McConnell  
Its (title): Point of Contact, Member  
Date: March 24, 2016

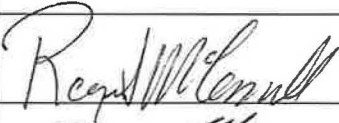

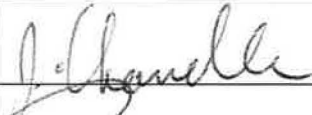


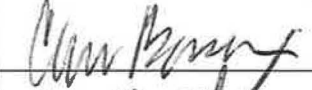


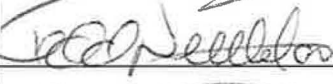

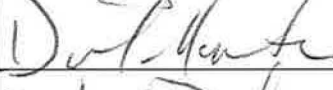

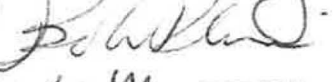

By:   
Name: Robert A. Wyckoff  
Its (title): President  
Date: April 5, 2016

ATTEST:

By:   
Name: Stephanie Vlahos  
Its (title): Board Secretary  
Date: April 5, 2016

Appendix A

Memorandum of Understanding (MOU) – Trail Maintenance

Printed Name	Signature	Address	Date	Termination	
				Initials	Date
Roger McConnell		4376 SCORPIO RD	3-29-16		
<del>EUGENE PRITCHETT</del>		133 N. G ST	3-25-16		
Joe Chandler		732 Enterprise Ave.	3-29-16		
RANDY PHILLIPS		49 GALAXY WAY	3-29-16		
Chris McHugh		530 S. B ST	3-29-16		
CHAS BOWEN		4343 AQUARIUS RD	3-29-16		
Dennis Block		742 TAMARISK DR.	3-29-16		
MIKE DEBACKER		3445 VFA FWA	3-29-16		
TEDD NETTLETON		4454 TITAN AVE	3-29-16		
GREG RECK		4255 MANZANILLA	3-29-16		
DANA MANCKE		271 St Andrews Way	3-29-16		
John Daley		4490 Titan Ave	3/29/2016		
BOB STEWIS		232 GALAXY WAY	3/29/16		
WAYNE MOTYER		289 ORION AVE.	3/29/16		

