

Memorandum of Understanding
Between the
Conejo Recreation and Park District
and the
Concerned Off-Road Bicyclists Association

This Memorandum of Understanding (MOU) is entered into by and between Conejo Recreation & Park District ("CRPD") on the one hand, and Concerned Off-Road Bicyclists Association ("CORBA"), on the other hand, in light of the following:

- A. **Whereas** CORBA, a chapter of the International Mountain Bicycling Association, was formed in 1987 to serve the mountain bicycling community of Los Angeles and surrounding areas including southern Ventura County; and
- B. **Whereas** CORBA – Sapwi was formed in 2017 to work with CRPD to support the development of the Sapwi Trails Community Park, and specifically, the bicycle- and trail-related amenities within the park; and
- C. **Whereas** the activity of off-road bicycling has grown into a national sport; and
- D. **Whereas** in December 2014 CRPD approved a master plan which included an area for a pump track and off-road bicycling activities located at Sapwi Trails Community Park for the enjoyment of patrons; and
- E. **Whereas** CORBA members have provided dozens of volunteer hours in the planning of the Sapwi Trails Community Park; and
- F. **Whereas** CORBA members desire to promote the off-road bicycling activities, locally and regionally; and
- G. **Whereas** CORBA desires to continue to assist CRPD in the improvements to, and maintenance and operation of, the off-road bicycling activities at Sapwi Trails Community Park; and
- H. **Whereas**, CRPD desires to designate CORBA as one of the primary community permitted groups as described herein at Sapwi Trails Community Park.

Now, Therefore, In Consideration Of The Foregoing And These Mutual Promises, It Is Agreed As Follows:

1. CORBA Agrees To:

- a) Assist and coordinate, under CRPD's direction and approval, with the improvements to and maintenance of Sapwi Trails Community Park. Any improvements to the Sapwi Trails Community Park shall be the sole property of CRPD.
- b) Assist, under CRPD's direction and approval, with instruction and programs at Sapwi Trails Community Park for the furtherment and betterment of the sport of off-road bicycling.
- c) Advise CRPD on continued Sapwi Trails Community Park development and operations.
- d) Indemnify, defend and hold CRPD and its Board members, officials, employees, agents, invitees, and volunteers harmless from and against any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from any negligent act or omission either under this Agreement, by CORBA or any of its contractors, servants, employees, permittees, invitees or agents, from and against all costs, attorney fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon.
- e) Obtain, pay premiums for, and thereafter maintain during the entire term of this Agreement and any extension thereof, General Personal Injury/Property Damage Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of not less than \$3,000,000). All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. The District, its Board members, officials, employees, agents, invitees, and volunteers shall be named as additional insureds. CORBA shall provide District with copies of certificates for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to District.

2. CRPD Agrees to:

- a) Allow CORBA to utilize Sapwi Trails Community Park for off-road bicycling activities during scheduled use at no cost.
- b) Coordinate with CORBA so that CORBA may host annual contests, competitions, sponsored activities, or fundraisers attended by patrons from regional clubs at Sapwi Trails Community Park.
- c) At all times CORBA use is subject to CRPD priorities related to other community uses. CRPD will collaborate and coordinate with CORBA to determine scheduling for such community uses.
- d) Coordinate with CORBA to assure safe access to the property and safe use of the Sapwi Trails Community Park.
- e) To make efforts to accommodate CORBA throughout the year for the growing and popular sport of year-round off-road bicycling.
- f) The initial term of this MOU, is one year commencing on June 1, 2017 and ending May 31, 2018, and is subject to annual renewal by mutual agreement of both parties.

3. CORBA and CRPD Further Agree that, during the term of the MOU:

- a) CRPD shall maintain the Sapwi Trails Community Park in accordance with industry standard practices for turf and grounds management of public off-road bicycling sites, and public use areas. Unless otherwise agreed, CRPD shall also maintain any future improvements. CRPD and CORBA shall jointly cooperate to develop on-going maintenance standards. CORBA will use its best efforts to assist CRPD with minor repairs and maintenance (e.g. weed removal, general clean-up, etc.) whenever possible.
- b) CORBA shall, at CRPD's request, provide access to CRPD representatives to review all financial books and records of CORBA related activities. On an annual basis, CORBA shall provide a report to CRPD Board of Directors at a regularly scheduled meeting.
- c) CORBA will comply with all federal, state, and local laws and any regulations and/or conditions CRPD may establish from time to time.
- d) While present, CORBA will maintain the secure status of the Sapwi Trails Community Park.

- e) Either party may terminate this Agreement by delivering written notice to the other party of the effective prospective date and time of termination.
 - f) The use of Sapwi Trails Community Park will likely be unavailable during necessary maintenance periods, as well as significant CRPD-sponsored community events and that CRPD will use its best efforts to provide as much notice as reasonably possible when some, or all, of Sapwi Trails Community Park will be unavailable.
4. **Non-Transferability.** This MOU is non-transferable without the consent of each party.
 5. This MOU shall be construed in accordance with California law.
 6. This Agreement shall be binding upon the parties and their successors in interest.
 7. **Notice.** Any written notice required by this MOU shall be delivered to:

CRPD
 Jim Friedl
 General Manager
 Conejo Recreation & Park District
 403 W. Hillcrest Drive
 Thousand Oaks, CA 91360
 jfriedl@crpd.org

CORBA
 Steve Messer
 President
 26500 W. Agoura Road
 Suite 102-552
 Calabasas, CA 91302
 steve@corbambt.com

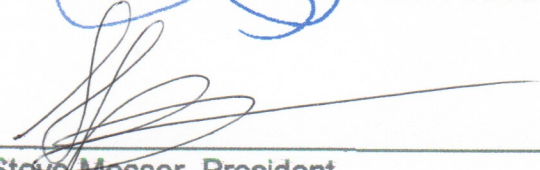
IN WITNESS WHEREOF, the parties have executed this MOU as of the date written below.

6/1/17
 Dated



 Jim Friedl, General Manager
 CONEJO RECREATION AND PARK DISTRICT

6/5/17
 Dated



 Steve Messer, President
 CONCERNED OFF-ROAD BICYCLISTS ASSOCIATION