



TRACK Trail Partnership Memorandum of Understanding

Between the Kids in Parks Program
and the **TKTKTKTKTK Parks and Recreation Department**
January 1, 2019

The Blue Ridge Parkway Foundation's Kids in Parks program and the **TKTKTKTKTK Parks and Recreation** have come together to collaborate on a TRACK Trail at the **TKTKTKTKTK Park**; and

The partners listed below have agreed to enter into a MOU in which Kids in Parks will be the lead agency and the **TKTKTKTKTK Parks and Recreation** will be the lead partner; and

Both partners herein desire to enter into a MOU setting forth the services to be provided by the collaborative.

Purpose

The mission of the Kids in Parks program is to work together with partners throughout the country to promote children's health and the health of our parks by increasing physical activity and engaging families in outdoor adventures that foster a meaningful connection to the natural and cultural world. Kids in Parks accomplishes its mission through the installation of TRACK Trails – a series of networked hiking trails that provide brochure-led, self-guided adventures designed to turn an ordinary hike into a fun-filled adventure.

The purpose of this Memorandum of Understanding is to outline the responsibilities each agency listed above will undertake through this partnership. The partnering agencies listed above agree that the TRACK Trail is a great partnership opportunity, connecting the **TKTKTKTKTK** with the other TRACK Trail sites in the network for years to come.

Roles and Responsibilities

Both partners, by way of this Memorandum of Understanding, agree to the following:

Kids in Parks will be responsible for:

- Designing and fabricating a trailhead sign
- Furnish design / build schematics and technical assistance for trailhead kiosk construction
- Development and production of a series of self-guided brochures
- Inclusion and maintenance of your site's TRACK Trail webpage on the Kids in Parks website
- Tracking and reviewing of data collected about your site's TRACK Trail(s)
- Providing annual data reports about use and users on your site's TRACK Trail(s)
- Distributing incentives to qualifying Trail TRACKers (kids who register) from your site's TRACK Trail(s)
- Providing assistance to write and apply for grants that further support trail efforts
- Promoting and marketing the TRACK Trail through our various media outlets
- Providing technical assistance and training to help integrate the program into existing on-site programming
- Providing assistance and consultation regarding the grand opening event
- Providing funds for the project as outlined in the attached budget document

TKTKTKTKTK Parks and Recreation will be responsible for:

- Communicating all plans for the development of the TRACK Trail to Kids in Parks staff
- Scheduling planning meetings with Kids in Parks staff and park management during development
- Constructing and installing the TRACK Trail trailhead kiosk
- Maintaining the appearance of the trailhead (landscaping, fixing vandalized materials, etc...)
- Maintaining the trail (landscaping, clearing dangerous debris, fixing dangerous situations, etc...)
- Restocking the trailhead kiosk with brochures as needed
- Promoting the TRACK Trail through various media outlets (website, enews, facebook, etc...)
- Providing photos, testimonials and other important information regarding the TRACK Trail to Kids in Parks
- Advising Kids in Parks as to any managerial issues regarding the trail (criminal activity, vandalism, etc...)
- Coordinating a grand opening celebration
- Purchasing additional brochures as needed (see attached budget document for pricing options)

Initials: **BRPF-KIP** _____ **TKTKTKTK** _____

- Maintaining communication with Kids in Parks staff for the duration of the collaboration
- Seeking ways to integrate the trail with community projects and activities
- Providing funds for the project as outlined in the attached budget

Timeline

The roles and responsibilities described above are agreed to through this MOU from signed date and continuing for a period of 3 years, at which time the MOU can be resigned, revised or terminated. The MOU may also be revised at any time during the three-year period provided both parties agree to the revision(s) in writing.

Termination of Agreement

This Agreement may be terminated by either party for any reason. Such termination shall be effective thirty (30) days after written notice to the other party. Failure of one party to fulfill its responsibilities as outlined above may result in immediate termination of this MOU.

Liability

Because the trail is located on property that is not under the jurisdiction of, or under the direct maintenance by, the Blue Ridge Parkway Foundation and its Kids in Parks program, the lead partner agrees to indemnify, hold harmless, and defend the Blue Ridge Parkway Foundation, the Kids in Parks program, and their employees, board members and associates against any and all costs, fines, claims, damages, losses, judgments, and expenses, including reasonable attorneys' fees, arising out of, or from, or in any way related to the use of or access to a TRACK Trail in connection with this MOU, excepting any loss, cost, expense or damage arising directly from the negligence or willful misconduct of the Blue Ridge Parkway Foundation or its Kids in Parks program.

Force Majeure

Neither party shall be in breach of its obligations under this agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligation under this Agreement.

Involved Parties

The Kids in Parks program is represented by: Carolyn Ward, CEO of the Blue Ridge Parkway Foundation; and Jason Urroz, Director of Kids in Parks.

The Kids in Parks staff is represented by: Carolyn Ward, CEO, and Jason Urroz, Director.

The **TKTKTKTK Parks and Recreation** staff is represented by: _____, _____, and _____, _____.

 Carolyn Ward
 CEO, Blue Ridge Parkway Foundation
 Date _____

 (name)
 TITLE
 Date _____

Initials: BRPF-KIP _____ TKTKTKTK _____