



## TRACK Trail Partnership Memorandum of Understanding

Between the Kids in Parks Program  
and Rowan County

The Blue Ridge Parkway Foundation's Kids in Parks program and Rowan County have come together to collaborate on a TRACK Trail at Eagle Point Nature Preserve; and

The partners listed below have agreed to enter into an MOU in which Kids in Parks will be the lead agency and Rowan County will be the lead partner; and

Both partners herein desire to enter into an 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 self-guided materials 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 Eagle Point Nature Preserve 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:

- Maintaining communication with partner agency and park staff for the duration of the MOU
- Maintenance of the Kids in Parks website and TRACK Trail webpage for Partner Agency's site
- Linking any of the program's e-Adventure content that align with any of the standard brochures selected for Partner Agency's site on the TRACK Trail webpage for Partner Agency's site
- Providing warranty information for installed materials (signs and brochure holders)
- Tracking and reviewing data collected about use of the TRACK Trail at Partner Agency's site
- Providing annual data reports about use and users of the TRACK Trail on Partner Agency's site
- Distributing incentives to qualifying Trail TRACKers (kids who register TRACK Trail adventures) at Partner Agency's site
- Promoting and marketing Partner Agency's site TRACK Trail through our various media outlets
- Providing assistance to write and apply for grants that further support trail efforts
- Providing technical assistance and training to help integrate the program into existing programming
- Providing assistance and consultation regarding the grand opening event
- Creating a Partner Dashboard on the program's website that allows partner agency to monitor the use of its TRACK Trail. The Partner Dashboard membership fee is included in the first year of partnership. Continued use of the dashboard is tied to the program's optional annual fee.

Rowan County will be responsible for:

- Maintaining communication with Kids in Parks staff for the duration of the agreement
- Maintaining the appearance of the TRACK Trail trailhead (landscaping, fixing vandalized materials, etc.)
- Restocking the TRACK Trail trailhead kiosk with brochures as needed
- Maintaining the TRACK Trail, ensuring its safe passage (clearing dangerous debris, fixing dangerous situations, etc.)
- 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.)
- Seeking ways to integrate the trail with community projects and activities
- Purchasing additional brochures as needed

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### **Kids in Parks and Partner Agency Responsibilities Clause**

The responsibilities listed in the sections above may change based on discussion with Kids in Parks staff and partner agency staff. Often times the MOU is entered into prior to certain decisions being finalized and, thereafter, the responsibilities may change slightly. For example, the trailhead sign kiosk/frame may be constructed by the partner agency on site, therefore negating the Kids in Parks program's responsibility to provide the sign frame.

### **Timeline**

The roles and responsibilities described above are agreed to through this MOU from signed date and continuing for a period of three (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. If the MOU expires without being resigned, the trail(s) will remain in network until a new MOU can be signed or is officially terminated.

### **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. In the event of termination, all products and materials with the Kids in Parks logo must be returned to the Kids in Parks program and/or destroyed within thirty (30) days.

### **Warranties**

The Kids in Parks program's TRACK Trail materials come with varying levels of warranty from their manufacturer. For example, the HPL (high pressure laminate) trailhead signs typically come with a 10-year manufacturer's warranty and the brochure holders provided by Kids in Parks come with a 1-year warranty serviced by Kids in Parks. Please see Exhibit 1 for more information regarding warranty timelines. Note: Constructing a kiosk NOT provided as part of the Kids in Parks package may void your site's sign warranty.

### **Rights and Ownership**

The Blue Ridge Parkway Foundation and Kids in Parks retain all rights to works created as part of TRACK Trail development. All signs and brochure content are the intellectual property of the Kids in Parks program. If partner agency's site(s) implement(s) a self-guided brochure or e-Adventure, and provides content (text, pictures, illustrations, diagrams, etc.) for the development of those materials, those elements remain in the control of partner agency. However, the packaged sign design, brochure design, and e-Adventure design as completed by the Kids in Parks staff cannot be repurposed, altered, edited, branded, or trademarked by the partner agency for its use.

### **Liability**

Subject to and to the fullest extent permitted under applicable law, each party will defend, indemnify, and hold each other party and its Representatives (as defined below) harmless for, from, and against all claims, losses, damages, and/or liabilities, including, without limitation, attorney fees and related costs and expenses (collectively, "Damages"), arising out of or related to the party's performance of its obligations under this MOU. Each party's indemnification obligation under this MOU will survive the expiration or earlier termination of this MOU. For purposes of this MOU, the term "Representative(s)" means the directors, officers, members, employees, representatives, and agents of the identified party.

Without otherwise limiting the immediately preceding paragraph, subject to and to the fullest extent permitted under applicable law, Partner Agency will defend, indemnify, and hold Foundation and its Representatives harmless for, from, and against all Damages arising out of the use or access to Partner Agency's TRACK Trail(s) site(s) in connection with this MOU, excepting any Damages arising from Foundation's acts or omissions.

### **Force Majeure**

Neither party shall be in breach of its obligations under this agreement nor incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that Party 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**

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The Kids in Parks program is represented by: Carolyn Ward, CEO; Jason Urroz, Director; and Adam Roades, Associate Director.

The Rowan County staff is represented by: Aaron Church, County Manager.

\_\_\_\_\_  
Jason Urroz  
Director, Kids in Parks  
Date \_\_\_\_\_

\_\_\_\_\_  
Aaron Church  
County Manager, Rowan County  
Date \_\_\_\_\_

**Exhibit 1 – Warranties for materials provided**

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# Kids in Parks TRACK Trails Warranties

From our signs to our kiosks, to our brochures and brochure holders, the Kids in Parks program strives to provide the highest quality materials for our TRACK Trail partners. This document provides a general outline of the warranties that come with your TRACK Trail package. Some of these warranties are provided by our vendors, and some of them are provided by Kids in Parks as a way to honor our products. Because MOU documents are generally entered into in advance of vendors being selected and materials being produced, this Exhibit serves as a generic statement regarding the warranties associated with our most commonly materials.

These warranties do not cover acts of vandalism or acts of god associated with nature or natural disasters (i.e., a tree falls on the kiosk and destroys the sign; a hurricane causes a flood and washes the kiosk away, etc.).

## **Trailhead Signs:**

Kids in Parks uses a High Pressure Laminate (HPL) sign for its trailhead signs for most TRACK Trail installations. HPL signs typically come with a 10-year manufacturer's warranty. Partner sites may opt to use a different material due to agency-based sign standards or cost-reduction strategies. These alternate sign materials may not provide the same warranty timeframe.

- **High Pressure Laminate Trailhead Sign:** 10-year factory warranty
- **Di-Bond Metal Sign with UV laminate coating:** 1-year factory warranty
- **PVC Sign:** 1-year factory warranty

## **Trailhead Kiosks:**

Kids in Parks has transitioned into using an upright metal kiosk/sign frame with a built-in plate that accepts the brochure holders. These high-quality kiosk frames come painted from the manufacturer in colors that (probably) align with other sign frames partner site(s) may be using. Partner sites may opt to use a similar kiosk/sign frame in an alternative style: wall mounted or 45\* / 60\* cantilever with brochure holder bracket mounts for each leg.

Partner sites may also choose to construct their own kiosk/sign frame; or, with appropriate permissions, utilize an existing kiosk/structure. However, this option may void the sign manufacturer's warranty.

## **Brochure Holders:**

Kids in Parks provides a 1-year warranty against defects in the brochure holders it provides. Such defects may include breaking due to natural causes, delamination of glue, weathering, leaking, etc. After one year, partners that have opted in to the Annual Fee receive extended warranties of these materials for up to five years, while their Annual Fee membership is active. Partners that have opted to not pay the annual fee will be charged \$30 + shipping for new brochure holders. Brochure holders that have been maliciously vandalized by park visitors are **EXPLICITLY EXCLUDED FROM THIS WARRANTY.**

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