

**Memorandum of Agreement
By and Between
Expert Trail Builders
And
City Park**

This Agreement is made by and between Expert Trail Builders (hereinafter referred to as Expert) and City Park (hereinafter referred to as Park) on _____, 20__ for the purpose of providing trail design, construction and maintenance upon the Land Manager's property known as City Park.

The point of contact for the Land Manager shall be _____.
The point of contact for Expert shall be _____.

This Agreement provides for recreational trail(s) to be built and maintained upon Park property (hereinafter referred to as Trail) for the public's use and enjoyment.

A. Expert Agrees:

1. To oversee design, construction, and maintenance of Trail with the Land Manager's approval.
2. To act as a liaison between trail users, volunteers, workers and the Land Manager.
3. To routinely apprise The Land Manager of work activities and trail conditions.
4. To obtain approval from The Land Manager before any significant construction, alterations or redesign work is done on Trail.
5. To provide an annual report to the Land Manager on the number of volunteer hours worked on the trail, general conditions of the trail, a yearly summary of maintenance activities and any future improvement plans to the area.
6. To inform trail users of Trail conditions and possible Trail closures as necessary per the Land Manager.
7. To immediately notify the Land Manager's personnel and emergency officials in the event of an emergency where life or property is in danger, including but not limited to, vehicle accidents, suspicious persons, domestic disputes, search and rescue, or wildfires.
8. To comply with all applicable federal, state, and local laws, regulations and ordinances.

B. The Land Manager Agrees:

1. To involve public citizens and Expert members in the Land Manager's planning and maintenance of Trail.
2. To coordinate Trail concerns with Expert.
3. To educate Trail users on trail etiquette courtesy with tools such as maps, brochures, and posters.
4. To provide assistance in the event of a medical emergency, major trail violations, or other public safety matters.
5. To assist in fire protection in cooperation with the local Fire Department.
6. To provide technical assistance to Expert as needed.

C. Both the Land Manager and Expert shall agree:

1. The term of this MOA is for three years.
2. Not to assign this MOA to any other entity, nor the respective rights or duties thereof.
3. This MOA may be terminated by either party hereto by giving written notice to the other party thirty (30) days in advance of a specified date of termination.
4. The Land Manager reserves the right to terminate this MOA at any time based upon unsatisfactory performance. Breach of any provision of this MOA shall be grounds for termination by the Land Manager provided that Expert has been given the opportunity to address and remedy any concerns of the Land Manager.
5. To act in their individual capacity and not as agents, employees, partners, in a joint venture, or as associates of one another. The agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
6. This MOA, and its attachments, shall constitute the entire Agreement and shall control the relationship between the parties, regardless of any other understanding between the parties.
7. In the event any of the provisions of the MOA are deemed invalid or unenforceable, the same shall be deemed severable from the remainder of the MOA. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
8. The Land Manager's failure at any time to require strict performance by the Contractor of any provision of this Contract shall not waive or diminish the Land Manager's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default.
9. Contact information for the respective parties shall be as follows:

Expert	City Park
_____	_____
Trail Coordinator	Land Manager
Address: _____	_____
City, State: _____	_____
Phone: _____	_____

All parties signing this MOA hereby attest to authorization as a signatory for the respective entities involved.

by:
Expert Trail Builders

by:
City Park