**Memorandum of Agreement Between**

**[school district] and [other party]**

This Memorandum of Agreement (“Agreement”) is entered into on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2022 by and between the [school district] and [other party]. [School district] is a unified school district serving pre-k through grade 12, located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. [Other party] is a Vermont \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vermont.

WHEREAS *[Example - COV is working on a Vergennes Connector Trail to connect residential areas along and south of New Haven Road to a network of existing Outdoor Classroom trails at the ANWSD with public sidewalks on Monkton Road that access commercial districts on the east side of the city.]*

WHEREAS the purpose of this Agreement is to set forth the rights and obligations of [school district] and [other party] regarding the ownership, stewardship, and maintenance of the Agreement being discussed.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [school district] and [other party] agree as follows:

Background:

*[Example - The geographical nature of Vergennes is unique. At the center of the city lies the Otter Creek Basin. Radiating out from there are several wetland tributaries. Vergennes development, over its 250-year history, has taken place on the higher topographical areas between the tributaries and often separate residential areas from public and commercial areas. In the 2020 Vergennes Municipal Development Plan a bold new vision was included, the Vergennes Pedestrian Loop (see Exhibit B). This section of the loop would connect Vergennes’ neighborhoods, city parks, and commercial districts. This continued partnership between the COV and ANWSD will provide additional educational and recreational opportunities.]*

Defining The Management of Agreement between [school district] and [other party].

*[Example -*

* *COV is to design and construct the Vergennes Connector Trail via a hired licensed contractor and volunteers.*
* *COV will be responsible to maintain and operate in accordance with COV and Vermont’s laws and regulations.*
* *No fees will be collected for use.*
* *Assessable only parking will be provided by ANWSD.*
* *Use of trails will be assessable for all. No motorized vehicles will be allowed on the trail network other than for periodic maintenance if/when required.*
* *Use of trails on school property should be yielded to school groups.*
* *Clear signage installed by COV for safe trail usage.]*

The Need:

*[Example - Much of the Vergennes Pedestrian Loop can already be accessed but it lacks connectivity at several key points, including a wetland owned by the COV that is adjacent to land owned by the ANWSD. In a survey conducted by the Vergennes Recreational Dept in the Fall of 2020, residents responded that the need for walking trails that connect throughout the city was the highest priority. Promotes more outdoor recreation and education opportunities for the school and the community.]*

Goals:

*[Example - To design, build and maintain a pedestrian connection loop from New Haven Road to Monkton Road. Where or if possible, the design will allow for handicap accessibility via universal access and boardwalk trail.]*

Roles:

*[Example -*

1.  Design:  *COV will work to design and build the trails.*

2.  Project Management: *COV will manage all contracts and contractor work related to the design and construction of the Vergennes Connection Trail unless otherwise specified by ANWSD.*

3.  Ownership: *The lands comprising the Vergennes Connection Trail are owned by the COV and ANWSD.*

4.  Maintenance: *COV shall be the sole and exclusive manager of the Vergennes Connection Trail. COV shall be responsible for decisions concerning the maintenance, safety, and signage of the trail with input from the ANWSD Facility Committee. COV will organize volunteers to maintain the trail. COV shall periodically check the site for fallen obstacles or other trail issues and will clear if possible or close the affected trail until such work can be done to allow safe passage.]*

5.  Indemnification: [Other party] shall indemnify and hold harmless [school district], and [school district]’s agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys’ fees, liens, and judgments of every nature and description, brought or recovered against them by reasons of any act or omission of the [other party], its agents, employees, or sub-contractors, in the execution of the work or in guarding the same. The [other party] shall defend the [school district] and its officers and employees against all claims or suits arising in whole or in part from any act or omission of [other party] or of any agent or subcontractor of [other party]. The [school district] shall notify [other party] in the event of any such claim or suit, and the [other party] shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

6.  Insurance: [other party] will maintain their commercial general liability insurance coverage during the entire term of this MOU. [other party]'s commercial general liability policy will have a limit of at least $1,000,000 per occurrence and $2,000,000 in aggregate. [other party] shall provide the [school district] with a certificate of insurance annually. [other party] shall name [school district] as additional insured per the contract.

7. Entire Agreement: This Agreement sets forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto.

[Other party]

By:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

[School District]

By:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: