

# Agreement for Maintenance and Grooming DODGE COUNTY SNOWMOBILE TRAIL

Draft

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between \_\_\_\_\_ <CLUB NAME> \_\_\_\_\_, (hereinafter, "Contractor") and Dodge County, a municipal body corporate of the State of Wisconsin, (hereinafter, "County")

WITNESSETH THAT THE CONTRACTOR AND THE COUNTY, in consideration of the mutual covenants and other good and valuable consideration, hereby set forth, the County and the Contractor do hereby agree as follows:

TERM OF CONTRACT – The agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2010 and shall remain in effect until modified by a subsequent agreement or terminated under the terms of this agreement.

## SERVICES TO BE PROVIDED

The Contractor agrees to:

1. **MAINTENANCE:** Provide all MAINTENANCE Services Other Than Grooming, for the snowmobile trail segment described as:

\_\_\_\_\_

\_\_\_\_\_ ; A total of \_\_\_\_\_ miles; hereinafter referred to as the "Trail".

Maintenance Performance: Contractor agrees to provide all necessary labor and equipment to perform the following maintenance services;

- a. **Signs, Posts and Blazers:** Order (through the County Parks and Trails Manager) and properly install all signs and posts according to the Department of Natural Resources (DNR) Trail Signing Handbook, unless instructed to do otherwise by the County or DNR staff. Remove, inventory and store all signs and posts at the end of the trail season.
- b. **Fall Maintenance:** Brush, mulch, remove litter and clear trail as needed to prepare the Trail for use.
- c. **In-Season Maintenance:** Monitor conditions on the Trail and perform any needed trail work to correct any potential hazards that may arise during the season. Respond immediately to correct any reported problems or potential hazards.
- d. **Spring Maintenance:** Close all gates and remove all litter at the close of the season as needed.
- e. **Fences and Gates:** Properly cut fences in fall and restring them in spring. Install gates, if needed.
- f. **Culverts and Bridges:** Monitor condition of existing culverts and bridges on the Trail and inform the County Parks and Trails Manager of any necessary repairs or replacements needed. Contractor shall obtain the necessary landowner and permit approvals prior to installation of new bridges or culverts. The Parks and Trails Manager will assist Contractor with securing the funds, if available, to conduct the necessary repairs or replacements.
- g. **Acquisition:** Annually, secure written or verbal authorization from every landowner the Trail crosses and verify landowner names and authorizations to the County Parks and Trails Manager on forms supplied by the County prior to opening of the trails.
- h. **Trail Width:** Maintain a minimum graded trail width of six (6) feet for one-way trails and ten (10) feet for two-way trails. Maximum width to be twelve (12) feet, unless a greater width is authorized by the County Parks and Trails Manager and landowner. The Trail shall not contain any open water crossings, such as over lakes, ponds or rivers.
- i. **Record-Keeping:** Maintain written log book of maintenance operations which include, at minimum; Date, Trail Section, Work Description, Worker Name, Hours Worked - start and end times, Equipment Used, Equipment Specifications (HP, size, etc.), start and end times for Equipment Used. The Parks and Trails Manager reserves the right to review Contractors log book to verify submitted work records or compliance with this agreement.

2. **GROOMING:** Provide GROOMING Services for the snowmobile trail segment described as:

c – ***Check if Grooming is applicable***

\_\_\_\_\_

\_\_\_\_\_ ; A total of \_\_\_\_\_ miles; hereinafter referred to as the "Trail".

Grooming Performance: Contractor agrees to provide all necessary labor and equipment to perform the following grooming services;

- a. **Frequency:** When trails are officially open, groom immediately after each snowfall and at least once per week if trail conditions warrant, and more often, if the County, the DNR, or heavy trail use demand more frequent grooming in order to keep the Trail in good snowmobiling condition. Suspend all grooming operations when the trails are officially closed, unless prior approval is authorized by the County Parks and Trails Manager or unless necessary to prepare the trail for anticipated trail opening. It is Contractor's responsibility to monitor trail conditions on the official Trail Status Hotline at (920) 386-3705 prior to grooming. If, and when, grooming funds have been fully expended, contractor is still required to perform a minimum level of grooming at contractor's own expense.
- b. **Notification:** If unable to perform the necessary grooming, due to equipment breakdown, operator availability or other reason, Contractor shall notify the County Parks and Trails Manager immediately and/or work out grooming arrangements with another club. **Failure to groom or make arrangements with another club to groom as required may be grounds for termination or modification of this contract resulting in the loss of grooming mileage or reduction in funds.**
- c. **Trail width:** Groom a minimum trail width of four (4) feet for one-way trails and eight (8) feet for two-way trails. Groom to a maximum width of twelve (12) feet, unless a greater width is authorized by the County Parks and Trails Manager.
- d. **Safety:** Groom and monitor trails so they are safe at all times.
  - Clear from the Trail, any snow banks left by a plow where the trail crosses a road, railroad tracks, sidewalk or other plowed right of way.
  - Remove any litter or debris encountered during grooming operations.
  - Prevent snow from being deposited on public roadways, railroad tracks and sidewalks as a result of grooming operations. Any such snow being deposited shall be plowed or shoveled as soon as feasible.

- Fix and/or replace any damaged or missing signs or potential hazards that are discovered and/or immediately notify the trail boss for that section or the County Parks and Trails Manager and inform them of the item needing attention.
  - e. Condition Reporting: Groomer operators are encouraged to report trail conditions, including any potential hazards or problems, to the Trail Status Hotline after each grooming event to help the County Parks and Trails Manager relay important trail information to the public.
  - f. Record-Keeping: Maintain written log book of grooming operations which include, at minimum; Date, Trail Section, Operator Name, Hour Meter start and end times, Groomer and Drag Specifications.
3. Comply with all applicable Wisconsin Statutes and the Wisconsin Administrative Code in fulfilling the requirements of this Agreement.
  4. Maintain the Trail in safe conditions at all times for all members of the general public.
  5. Submit true and accurate Trail Grooming and/or Maintenance Work Records by May 1<sup>st</sup> following the season, on forms provided by the Parks and Trails Manager. Work Records submitted after May 1<sup>st</sup> or not submitted on the designated forms or in the proper format may not be processed for payment.

COMPENSATION FOR SERVICES:

1. Contractor is to be reimbursed for Grooming and/or Maintenance Services at the rates established by the DNR, according to the Snowmobile Grooming, Equipment and Labor Rate Schedule or the Wisconsin Department of Transportation Equipment Rates Schedule, if applicable.
2. Total reimbursement to the Contractor for Grooming and/or Maintenance Services can not exceed the amount of funding available from the DNR Trail Aids Grant.
3. All Dodge County snowmobile trail expenses, including, but not limited to, sign and post purchases, trail or bridge repairs and supplies, parking lot plowing, crop damage claims, insurance and program administration will be paid prior to any payments made to the Contractor for Contractor expenses or reimbursements.
4. Any direct Contractor expenses that are pre-approved by the Parks and Trails Manager will be paid prior to any payments made to the Contractor for Contractor reimbursements. All expenses are to be documented by invoice, receipts, check copy, etc. which must be submitted to the Parks and Trails Manager.
5. Reimbursement for eligible Grooming and/or Maintenance Services to Contractor will be made based upon the completed Trail Grooming and/or Maintenance Work Records submitted to the Parks and Trails Manager according to the following:
  - \$30.00 per mile minimum shall be paid for all reasonable claims for eligible Maintenance Services performed.
  - An amount up to the amount of available DNR Trail Aids Funds remaining shall be paid for all reasonable claims for eligible Grooming Services performed.
  - If DNR Trail Aids Funds remain, then an amount up to the remaining amount available shall be paid for the reasonable claims for eligible Maintenance Services performed in excess of \$30.00 per mile.
  - All reimbursement payments to Contractor are conditioned on the determination by the Parks and Trails Manager and/or the DNR that the work was reasonable, necessary and satisfactory and only if funds are forth-coming from the DNR for such purposes.

INSURANCE REQUIREMENT:

The Contractor agrees to provide public liability insurance to be effective as of the date of the execution of this agreement naming both the Contractor, Dodge County and its employees as named insured's in the amount of \$500,000 single limit per occurrence including coverage of \$500,000 for bodily injury, including death, and \$50,000 property damage. This insurance is to cover the use, grooming and maintenance of the said Trail, and it may be purchased by the Contractor individually or by an Association, as long as the insurance clearly covers the matters noted herein. The Contractor shall furnish the County with a copy of the insurance policy or a certificate of insurance showing that the insurance is provided during the period of this agreement. The Contractor must immediately notify the County if the policy is cancelled or amended. This agreement shall not be effective until the County has been supplied with a copy of the insurance policy or certificate and has approved the coverage.

INDEMNIFICATION

The Contractor agrees to protect, indemnify and hold harmless the County and its employees from and against any and all claims, causes of action, damages, demands, costs, expenses and liability due to any loss or damage to any property or bodily injury to any person, including death, as a result of any act or omission of the Contractor, its officers, members, employees, agents, representatives, directors or servants in connection with the operation of this Agreement.

TRAIL CLOSING

The County retains the right to close the Trail to any and all snowmobile use if the County determines conditions are not suitable for snowmobiling or significant damage to underlying lands is imminent or if required documents, such as landowner easement approvals, etc. are not submitted.

ASSIGNABILITY

The Contractor will not assign, subcontract or transfer any portion of this agreement to any other organization, person, etc. without the prior written approval of the Parks and Trails Manager.

TERMINATION

The County may terminate this agreement upon a breach of any or all of the terms and conditions, herein, upon written notification to the Contractor's representative and the President of the Dodge County Association of Snowmobile Clubs.

IN WITNESS WHEREOF, the County of Dodge and the Contractor have executed this agreement on the day and year first written above.

On behalf of the County:

By: \_\_\_\_\_  
Russell H. Kottke, County Board Chair

By: \_\_\_\_\_  
Karen J. Gibson, County Clerk

On behalf of the Contractor:

By: \_\_\_\_\_  
President:

By: \_\_\_\_\_  
Vice President:

By: \_\_\_\_\_  
Secretary/Treasurer: