



SAUK COUNTY ATV/UTV TRAIL DEVELOPMENT AND MAINTENANCE CONTRACT

This Contract made this **22 day of January 2020**, by and between the County of Sauk, a political subdivision of the State of Wisconsin, hereinafter referred to as "County", and the Sauk Ridge Runners, Inc., a private ATV/UTV club corporation, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County wishes to ensure that ATV/UTV trails within Sauk County are developed and maintained in a suitable fashion to ensure that the trails are safe and enjoyable for use by the public; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Scope of Land Area Covered by Contract.

This contract shall apply to the ATV/UTV trails described and known as the Sauk County ATV/UTV Trail System, hereinafter referred to as "Trails", estimated at approximately **4.2 miles** of ATV/UTV trails within the County, as specifically set forth in "Exhibit A", attached hereto and made a part hereof.

2. Term of Contract.

This Contract shall commence on the date noted above and shall be for the 2020-2021 ATV/UTV season, July 1, 2020 to June 30, 2021, unless sooner terminated pursuant to the "Contract Termination" provisions in this agreement.

3. Outdoor Motorized Recreation Trail Aids Application and Grant Award.

The County shall apply for outdoor motorized recreation trail aids by completion of the Outdoor Motorized Recreation Grant Application, Form 8700-159, provided by the Wisconsin Department of Natural Resources, hereinafter referred to as "WDNR". Contractor shall submit written requests for funding by April 1 to the County. Requests received after April 1 will not be considered for the ATV/UTV season pursuant to the terms identified in this agreement.

Completion of Form 8700-159 is required under Wisconsin Statutes 23.09(26) and 23.33 and failure to complete Form 8700-159 will result in denial of financial assistance.

The County shall annually request, by resolution, the authorization of the Sauk County Board of Supervisors to participate in the State of Wisconsin Motorized Recreation Grant Program.

In the event that funding is awarded to the County, the County shall review the grant agreement with the WDNR. If the grant agreement is desirable to the County, the County shall return a copy of the signed agreement to the WDNR.

County shall apply for supplemental funding if desired by Contractor, if funding is available through the WDNR.

4. Payment.

Payment to the Contractor by the County will be based upon submittal of one monthly invoice, provided to the Department by the last day of each month. The invoice shall include an itemized listing of the receipts and one lump sum for work reports, based upon time expended. The invoice shall also include copies of each receipt and work reports. Invoices receipts and work reports shall be sent electronically to the Land Resources and Environment Department – Parks and Recreation Area.



Payment shall be made at rates in accordance with the Equipment and Labor Rate provisions adopted by the Off Road Vehicle Advisory Council for the current ATV/UTV season, as specifically set forth in "Exhibit B", attached hereto and made a part hereof.

All representatives of the County providing labor and/or supplies to the ATV/UTV program shall prepare work and expense reports.

The Contractor shall meet all of the requirements contained within this contract. County shall withhold payment if the Contractor fails to meet the specifications listed in this contract. Once the Contractor meets all specifications and requirements of this agreement, the County shall submit payment within forty-five (45) days.

The County shall request reimbursement for the grant by completing and submitting the Grant Payment Request & Worksheet, Form 8700-001, provided by the WDNR.

5. Equipment, Tools and Labor.

Contractor agrees to furnish all tools, equipment, and labor necessary to maintain and perform all work as specified under the terms of this contract.

6. Material.

Contractor shall furnish all signs, posts, gates and related materials necessary for the development and maintenance of the trail system.

7. Signs.

Contractor agrees to erect, replace and maintain all signs consistent with standards specified in the applicable Wisconsin Statutes, the Wisconsin Administrative Code and regulations promulgated by the WDNR.

8. Maintenance and Land Use Agreements.

Contractor agrees to perform all brushing, dragging, litter removal, and clean-up necessary to prepare the Trail to meet the specifications established by the WDNR in order to qualify the Trail for use. The Contractor shall annually provide the County with a Trail System Land Use Certification Form ("Exhibit C"), certifying that all landowners have been contacted verbally, electronically or with a signed contract and have granted permission to use their land and/or all necessary private property easements, leases, permits or other appropriate agreements have been secured for ATV/UTV trail use. The County shall maintain copies of all land use agreements, update a listing of all landowners annually, and verify that all land use agreements are secured. County shall notify Contractor of any absent land use agreements, and the Contractor shall provide absent land use agreements within one (1) month of notice. The County shall annually send land use certification(s) to the WDNR.

9. Trail Opening and Closing.

The Trail system shall be considered open year-round. All signs, gates, markers and related items shall be in place and the trail shall be maintained in a safe operating condition at all times. The Contractor shall annually provide the County with a Trail System Opening Certification Form ("Exhibit D") certifying that all fence openings have been completed, gates have been inspected and/or opened, the required signs and/or markers have been installed and the trail section has been developed to acceptable safety standards and in accordance with trail specifications established by the WDNR, before the Trail system is opened to the public. County shall annually send opening certification(s) to the WDNR.



The Contractor will determine if conditions are, or are not, suitable for ATV/UTV use and will open and close the trails accordingly. Contractor shall notify County of trail opening and trail closing at least one (1) hour prior to trail opening and trail closing. The County will maintain a record of trail openings and closures.

10. Safety Procedures – Equipment.

Contractor shall attach a blinking light on top of the vehicle used while developing and/or maintaining trails and shall have headlights, taillights, and blinking lights on and working at all times. All equipment and vehicles shall be clearly marked with "Slow Moving Vehicle" signs to safeguard other Trail users.

The County shall randomly inspect trails annually. The County shall inform Contractor of any adverse determination regarding the trails, and allow the Contractor an opportunity to correct any deficiencies or develop the trails to the acceptable safety standards, in accordance with the trail specifications established by the WDNR immediately after notice.

11. Independent Contractor Status.

The Contractor is an independent contractor and not an agent or employee of the County. The Contractor shall placard or otherwise mark its equipment with the Contractor's name on both sides of its equipment.

12. Indemnification.

The Contractor agrees to save, hold harmless, defend and indemnify the County and the State of Wisconsin and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property, County, State or other, occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of the work in connection with this Contract.

13. Insurance Coverage.

The Contractor, at their expense, shall maintain public liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring the Contractor and County with minimum coverage as follows: liability coverage for its officers, employees, and agents with policy limits at minimum of \$1,000,000 single limit and \$3,000,000 aggregate. The certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. The Contractor shall annually provide the County with acceptable certificates of insurance, from a corporation licensed in the State of Wisconsin to provide insurance. County shall annually send insurance certification(s) to the WDNR and other appropriate entities.

14. Conduct.

The Contractor agrees that its agents, employees and representatives shall conduct themselves in a decent, orderly, and business-like manner at all times while performing under this Contract.

15. Compliance.

Contractor agrees to follow and comply with the applicable Wisconsin Statutes, Wisconsin Administrative Code, the regulations promulgated by the State of Wisconsin Department of Natural Resources, and of Sauk County Code of Ordinances.

16. Amendment of Contract.

This contract may only be amended, changed, or modified in writing by mutual agreement of the parties.

17. Assignment.



Contractor shall not assign, subcontract, or otherwise transfer this Contract except with the express written approval of the County.

18. Contract Termination.

Notwithstanding any provision herein, the County reserves the right to terminate this Contract, for cause, upon seven (7) days written notice to the Contractor if the County determines that the Contractor's operation is unsatisfactory in any respect or if the County determines that the Contractor has failed, neglected, or refused to comply with the terms of this Contract. This contract is also subject to the availability of funding, and shall be terminated in the event that funding for the required services is not available. In such event, the County shall notify the Contractor of such termination due to funding constraints.

19. Form of Contract.

Section 16.76(1) of the Wisconsin Statutes, is incorporated by reference into this contract, as applicable.

20. Applicable Law.

This Contract shall be construed and governed by the rules and laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date set forth herein.

COUNTY OF SAUK

Director, Land Resources and Environment

Date

SAUK RIDGE RUNNERS ATV/UTV CLUB

President

Date

Secretary

Date