



SAUK COUNTY SNOWMOBILE TRAIL DEVELOPMENT, MAINTENANCE AND GROOMING CONTRACT

This Contract made this 13th day of March 2020, by and between the County of Sauk, a political subdivision of the State of Wisconsin, hereinafter referred to as "County", and the Association of Sauk County Snowmobile Clubs, Inc., a private snowmobile club corporation, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County wishes to ensure that snowmobile 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,

WHEREAS, the County considers it necessary for the safety, comfort and enjoyment of the public that the snowmobile trails be groomed;

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 snowmobile trails described and known as the Sauk County Snowmobile Trail System, hereinafter referred to as "Trails", estimated at approximately 211.9 miles of state-approved snowmobile 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 winter snowmobile season, unless sooner terminated pursuant to paragraph twenty (20) below.
3. **Outdoor Motorized Recreation Trail Aids Application and Grant Award:** County shall apply for outdoor motorized recreation trail aids by completion of the Outdoor Motorized Recreation Grant Application of the Wisconsin Department of Natural Resources, hereinafter referred to as "WDNR". Contractor shall submit written requests for funding by March 15 to the County. Requests received after March 15 will not be considered for the snowmobile season pursuant to paragraph two (2) above.

Completion of the appropriate WDNR Form is required under Wisconsin Statutes 23.09(26) and 23.33 and failure to do so 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, and on the basis that funding is available through the WDNR.

4. ~~Payment: Payment will be based upon invoices submitted by the Contractor to the County, and shall be based upon time expended and prorated to the nearest one-quarter (1/4) hour. Contractor will submit invoices and work reports monthly to County for payment. Payment for grooming and dozing will be submitted by Contractor and paid by County on a monthly basis. County shall inform Contractor of any adverse determination regarding a submitted bill, and allow Contractor an opportunity to be heard in that regard.~~ Contractor shall submit work reports and receipts paid by the Contractor onto SNARS (Snowmobile Automated Reported System, provided by the WDNR). The County shall approve entries on SNARS monthly during the time period pursuant to paragraph eleven (11) below.

Payment to the Contractor by the County will be based upon monthly invoices, submitted by the last day of each month, with an itemized of invoices paid by the Contract (the receipts) and one lump sum for work reports, and be based upon time expended. The invoice shall also include copies of each paid invoice (receipt) and the work reports and shall be sent electronically to the County.

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

All representatives of County providing labor and/or supplies to the snowmobile program shall prepare work and expense reports. These reports shall be ~~provided to Contractor~~ submitted to SNARS on a ~~monthly~~ an annual basis.

~~Contractor shall prepare and provide to County an itemization of funds. This itemization report shall include a breakdown of the total amount charged and presented to the State of Wisconsin, Department of Natural Resources, for reimbursement, including the actual amount received and a breakdown of how the funds are disbursed. THIS IS NOT A REQUEST FOR A FORMAL AUDIT AND SHOULD NOT BE CONSTRUED TO BE MORE THAN A REQUEST FOR AN INFORMAL ITEMIZATION REPORT.~~

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

County shall request reimbursement for the grant by completion of the Grant Payment Request & Worksheet of the WDNR.

5. **Equipment, Tools and Labor:** Contractor agrees to furnish all tools, equipment, and labor necessary to maintain, groom, and perform all work as specified under the terms of this contract.



6. Material: Contractor shall furnish all signs, posts, gates and related material 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 Wisconsin Department of Natural Resources **WDNR**.
8. Fall 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 Wisconsin Department of Natural Resources **WDNR** in order to qualify the Trail for winter use. The Contractor shall 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 his/her land and/or all necessary private property easements, leases, permits or other appropriate agreements have been secured for snowmobile trail use. **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 Contractor shall provide absent land use agreements within one (1) month of notice. County shall annually send land use certification(s) to the WDNR.**
9. Spring Clean-up and Removal of Signs: At the end of the snowmobile season, and no later than April 15, Contractor shall remove signs as appropriate, clean-up and remove all litter from the subject Trail. The Contractor shall provide the County with a Trail System Closure Certification Form ("Exhibit D") certifying fence closures have been completed, gates have been inspected and/or closed, the appropriate signs and/or markers have been removed, and that the trail section has been cleaned-up and closed in accordance with trail specifications of the Sauk County Parks Department **established by the WDNR** after the Trail system has been closed for each year. **County shall annually send closure certification(s) to the WDNR.**
10. Grooming: ~~The Contractor shall specify the times and frequency of grooming, and the manpower to be used in the grooming process. The minimum width to be groomed will be four (4) feet for any one-way trail and eight (8) feet for any two-way trail.~~ **The Contractor shall groom the trails to the trail specifications established by the WDNR.**
11. Trail Opening and Closing: The Trail system shall be considered open during the time period from December 1 to March 31 of each year. All signs, gates, markers and related items shall be in place and the trail is in a safe operating condition as of December 1. The Contractor shall provide the County with a Trail System Opening Certification Form ("Exhibit E") 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 of the Sauk County Parks Department, **established by the WDNR**, before any grooming or maintenance may commence, **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 snowmobiling 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. The Contractor shall suspend all grooming operations during closure except as otherwise specifically authorized by County.

12. Safety Procedures - Equipment: Contractor shall attach a blinking light on top of the vehicle used during grooming and shall have headlights, taillights, and blinking lights on and working at all times. All grooming equipment and vehicles shall be clearly marked with "Slow Moving Vehicle" signs to safeguard other Trail users.

County shall inspect trails randomly during the time period from December 1 to March 31 of each year. County shall inform Contractor of any adverse determination regarding the trails, and allow Contractor an opportunity to be heard in that regard and require Contractor to develop the trails to the acceptable safety standards and in accordance with the trail specifications established by the WDNR immediately after notice.

- ~~13. Record Keeping: Contractor agrees to maintain a record of maintenance and grooming work, such record to include the date the work was performed, hours of work, names of person(s) performing the work, itemized list of expenses incurred by the Contractor in performing the work, and such other records and information as requested from time to time by the County.~~

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

15. Indemnification: 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.

16. Insurance Coverage: The Contractor shall carry liability coverage for its officers, employees, and agents in the amount of \$500,000.00 for each single personal injury, \$500,000.00 for each multiple personal injury, and \$500,000.00 for each property damage. The Contractor shall also carry liability coverage in the amount of \$2,000,000.00 to indemnify the applicable rail authority for damages from the design, construction, maintenance, existence or use of an established rail crossing or a snowmobile rail crossing for which a permit has been issued by the Wisconsin Department of Natural Resources WDNR. The Contractor shall provide the County with acceptable certificates of insurance, from a corporation licensed in the State of Wisconsin to provide insurance, before any grooming or maintenance may commence the Trail system is opened to the public and before December 1 of each year. County shall annually send insurance certification(s) to the WDNR and other appropriate entities.

17. 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.



18. 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.
19. Amendment of Contract: This contract may only be amended, changed, or modified in writing by mutual agreement of the parties.
20. Assignment: Contractor shall not assign, subcontract, or otherwise transfer this Contract except with the express written approval of the County.
21. 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.
22. Form of Contract: Section 16.76(1) of the Wisconsin Statutes, is incorporated by reference into this contract, as applicable.
23. 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

Chair, Land Resources and Environment Committee

Date

ASSOCIATION OF SAUK COUNTY SNOWMOBILE CLUBS, INC.

President

Date

Secretary

Date