

**AGENCY AGREEMENT  
DANE COUNTY SNOWMOBILE TRAILS**

The undersigned snowmobile club (hereinafter referred to as "the Club") agrees to provide the following services during the \_\_\_\_\_ - \_\_\_\_\_ snowmobiling season with reference to the snowmobile trails identified below:

**SECTION I. TRAILS TO BE SERVED AND SERVICES TO BE PROVIDED.**

Trail Name	Trail Length	Signage Services <sup>1</sup>	Grooming Services	Leasing Services

PLACE INITIALS IN EACH BOX WHICH REFERS TO SERVICES BEING PROVIDED.

**SECTION II. SNOWMOBILE TRAILS - LEASING SERVICES**

If the Club has agreed to provide snowmobile trail leasing services, the Club agrees to do so in accordance with the Wisconsin Department of Natural Resources ("WDNR") guidelines. Individual verbal or written leases must be obtained from each landowner whose property is crossed by the trail. All leases shall identify the County of Dane as lessee. If verbal leases are obtained, there must be written follow-up with the landowner setting forth the basic terms of the lease. The Club must adhere to county-mandated procedures with regard to such follow-up letters.

Payment for snowmobile trail leasing services will be at the rate of .10 cents for each rod of snowmobile trail length. No payment will be made until the Club presents certification of names and addresses of all landowners along the segment of trail for which the Club provides this service and that a lease has been obtained from each.

**SECTION III. SNOWMOBILE TRAILS - SIGNAGE SERVICES**

If the Club has agreed to provide snowmobile trail signing services, the Club agrees to do so in accordance with WDNR guidelines documented in the WDNR publication, "Trail Signing Handbook." Advancement of trail maintenance funds will be based upon the Club's certification that trail signs have been installed in the fall by **December 1st** ("the Installation Date") and removed in the spring by **May 15th** (the Removal Date"), such

certification to be submitted on forms provided by the Dane County Parks Department. The Club shall not be due any payment for removal of signs in the spring if the signs are not all removed by Removal Date. The County's obligation to make payments for signage services is further subject to the provision that trail signing has been certified complete by the Club and that the signs installed by the Club have passed inspections done by the WDNR and Dane County Park Rangers.

#### **SECTION IV. SNOWMOBILE TRAILS - GROOMING SERVICES**

If the Club has agreed to provide snowmobile trail grooming services, the Club agrees that reimbursement will be based upon the audited bills submitted in the WDNR online program "SNARS". The rates to be used for equipment and labor shall be at WDNR approved rates and as authorized by the WDNR Snowmobile Council.

In no event shall the County be obligated to pay to the Club in excess of the amount per mile reimbursed to the County by the WDNR, or the actual costs as audited, whichever is less. This includes maintenance costs for grooming and other maintenance. This paragraph does not apply to other than grooming services, however, included within "grooming services" are such maintenance services as bridge maintenance, trail brushing, gate maintenance and field leveling.

All trail grooming is to be done on a need basis, to keep the trail in good snowmobiling condition, with major emphasis being placed on the grooming efforts during peak weekly use periods or after heavy snowfalls.

All payments are subject to the provision that trail grooming is satisfactory as determined by the Dane County Council of Snowmobile Clubs Executive Trail Committee and the Dane County Parks Director, in accordance with grooming guidelines adopted jointly.

#### **SECTION V. INDEMNIFICATION AND INSURANCE**

The Club shall, at all times during the term of this Agreement, indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which the County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the Club furnishing the services required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the County, its agencies, boards, commissions, officers, employees or representatives. The obligations of the Club under this paragraph shall survive the expiration or termination of this Agreement.

In order to protect itself and the County, its officers, boards, commissions agencies, employees and representatives under the indemnity provisions of this section, the Club will at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with

liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. The County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the Club shall furnish the County with a certificate of insurance listing Dane County as an additional insured and, upon request, certified copies of the required insurance policies. If the Club's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the Club shall maintain coverage for the duration of this agreement and for two years following the completion of this agreement. The Club shall furnish the County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the Club shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the Club or the County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the Club. In the event any action, suit or other proceeding is brought against Dane County upon any matter herein indemnified against, the County shall give reasonable notice thereof to the Club and shall cooperate with the Club's attorneys in the defense of the action, suit or other proceeding. The Club shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, the Club shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of the Club.

## **SECTION VI. NONDISCRIMINATION**

During the term of this Agreement, the Club agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). The Club agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.

## **SECTION VII. MISCELLANEOUS**

In no event shall the making of any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by the County of any breach of the covenants of this Agreement or a waiver of any default of the Club and the making of any such payment or acceptance of any such service by Dane County while any such default or breach shall exist shall in no way impair or prejudice the right of Dane County with respect to recovery of damages or other remedy as a result of such breach or default. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this

Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, Dane County and the Club, by their respective authorized agents, have caused this Agreement to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR THE CLUB:**

Club Name: \_\_\_\_\_

Signature of Club Representative: \_\_\_\_\_

Printed Name of Club Representative: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FOR DANE COUNTY:**

Date Signed: \_\_\_\_\_

Signature: \_\_\_\_\_

Joleen Stinson, Dane County Parks Director