

SNOWMOBILE TRAIL MAINTENANCE AND GROOMING SERVICES CONTRACT

2022-2023 SNOWMOBILE YEAR

This Contract is entered into by Jefferson County, WI, (the County) a quasi-municipal corporation, and the Jefferson County Snowmobile Alliance, Inc., (the Contractor) a Wisconsin Non-Stock Corporation. In consideration of their mutual promises, the County grants to the Contractor the right to groom and maintain the trails shown on the attached map (the trails) for snowmobile purposes.

1. This Contract shall commence on the 1st day of December, 2022 and shall terminate on the 30th day of November, 2023.
2. The Contractor will provide all labor and equipment to groom and maintain the trails.
3. The Contractor shall be reimbursed for grooming and maintaining at the rates established in Exhibit A that is attached and made part of this contract. The total reimbursement to the Contractor shall not exceed \$300.00 per mile. Time shall be estimated and prorated to the nearest ¼ hour. Payment will be conditioned on the determination by the County that the trails are being satisfactorily groomed and maintained. The Contractor may submit monthly bills to the County for payment. These bills should be directed to the attention of Mary Truman, Jefferson County Parks Department.
4. All disputes regarding quality and quantity arising from the operation of this contract shall be settled by arbitration in accordance with Chapter 788, Wisconsin Statutes.
5. Ideally, the trails will be groomed immediately after each snowfall. Assuming adequate snow conditions, trail grooming shall be done at least once a week or more on an as need basis to keep the trails in good snowmobiling condition unless otherwise specified by the County. The County may specify the times and frequency of grooming and manpower to be used in the grooming process. If directed to do so by the County, the Contractor shall groom the trails within twelve (12) hours of notification.
6. The County shall determine if the trails are open or closed to snowmobiling. This determination shall be made following consultation with Contractor. Any grooming by Contractor during trail closure shall be preapproved by County.
7. The Contractor will groom on the established portion of the trails. The minimum groomed width will be eight (8) feet for a two-way trail.

8. While grooming the trails, the Contractor will have grooming equipment clearly marked with "slow moving vehicle" signs to safeguard other trail users. The Contractor will attach a blinking light on the top of the tractor vehicle used during grooming and will have the headlights, taillights and blinking lights on and working at all times.
9. Equipment and Labor. Contractor agrees to furnish all equipment, tools and labor necessary to maintain and perform the work contracted for under this contract.
10. Signs, Posts and Blazers. Contractor agrees to ensure that all signs, posts and trailblazers are ordered; properly installed in fall and taken down, inventoried and stored in spring.
11. Fall Maintenance. Contractor agrees to perform all necessary trail grooming which includes, but is not limited to, brushing, dragging, mulching and litter removal necessary to prepare the trails for use.
12. Fences and Gates. Contractor agrees to properly cut fences in the fall and restring them in the spring. If gates are required, Contractor will ensure that they are installed.
13. Spring Maintenance. Contractor agrees to remove all signs as necessary, close all gates and fences, and remove all litter at the close of the season.
14. Necessary Structures. Contractor agrees to inform any landowner of any culvert, bridge or other structure to be installed and agrees to be present during the placement, installation and/or construction of any culvert, bridge or other structure.
15. The Contractor will indicate it is an independent contractor, and not an employee or agent of the County, by lettering the Contractor's name on both sides of the trail grooming equipment.
16. The Contractor will not erect any signs or other devices on the trails except those described herein unless authorized in writing by the County.
17. The Contractor will pick up any litter on the trails each time the trails are groomed.
18. The Contractor will comply with all applicable Wisconsin Statutes and the Wisconsin Administrative Code in fulfilling the requirements of this Contract.
19. The Contractor is an independent contractor and not an employee or agent of the County, and the Contractor assumes full responsibility for any liability that may arise out of its operation under this Contract.
20. 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 contract.

In case any action or proceeding is brought against the County by reason of any such cause of action or claim, the Contractor upon notice from the County will defend the County by retaining legal counsel reasonably satisfactory to the County.

21. The Contractor shall provide the County with a certificate of insurance indicating that Workers Compensation Insurance coverage is provided for its officers, members, employees, agents, representatives, directors or servants in connection with performing services under or related to this contract, in compliance with Chapter 102, Wisconsin Statutes. The policy shall require that notice of cancellation be sent immediately to the County.

This Contract is conditioned upon the County's approval of the workers compensation insurance certificate.


22. The Contractor shall provide general liability insurance including blanket contractual liability insurance for bodily injury including death and property damage in the amount of \$1,000,000 per occurrence with a \$3,000,000 annual aggregate, to be effective as of the date of this Contract. The Contractor shall furnish the County with a certificate of insurance showing that the insurance is provided during the period of this Contract and that notice of any cancellation is sent immediately to the County. This Contract is conditioned upon the County's approval of the general liability insurance policy. The insurance policy shall name Jefferson County, its agents, officials and employees, as additional named insureds.
23. The Contractor will not assign, subcontract or transfer this Contract to any other person or organization without the prior written approval of the County.
24. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in 51.01 (5) Wisconsin Statutes, national origin or because of membership in any other class protected under Federal, State or Local law. This provision shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment

opportunities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment notices that set forth the provisions of this nondiscrimination clause.

25. The County reserves the right to terminate this Contract upon seven (7) days' 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 this contract.
26. Upon discovery, the Contractor shall immediately notify the County of any and all unsafe conditions existing on the trail.
27. For all property used as part of the Jefferson County snowmobile trail system, Contractor shall submit an affidavit to Jefferson County, sworn and notarized, that Contractor has received permission from all landowners to use their property as part of the Jefferson County trail system and that a Certification of Snowmobile Trail Verbal Easements, Leases, or Permits Form 8700-094 has been provided to the county for all such landowners. Failure to obtain the permission of all landowners as required under this paragraph will result in the closure of all sections of trail for which permission has not been granted for use as part of the Jefferson County snowmobile trail system.
28. Upon termination of this Contract at the end of the contract term, the County may grant to the Contractor the first right to renew this Contract for an additional one (1) year.

In witness whereof, the County of Jefferson has caused this Contract to be signed at Jefferson, Wisconsin.

Date: 12-7-22

By: 
Benjamin Wehmeier
Jefferson County Administrator

In witness whereof, Jefferson County Snowmobile Alliance, Inc. has caused this Contract to be signed at Jefferson County, Wisconsin.

Date: 11-24-22

By Authorized Agent: 
(print name): Larry Chuata
Jefferson County Snowmobile Alliance, Inc.
President

