

MEMORANDUM OF UNDERSTANDING
Between the
Winnebago County Parks Department
and
NorthEast Wisconsin Trails

I. PURPOSE.

This Memorandum of Understanding (MOU) is to establish a general framework of cooperation between the Winnebago County Parks Department (the County) and NorthEast Wisconsin Trails (NEWT) for the purpose of maintaining and monitoring the multi-purpose trails on lands at Waukau Dam County Park located at the intersection of CTY HWY K and ST HWY 116 in the Town of Rushford.

II. BACKGROUND.

The Waukau Dam Mountain Bike Trail is a roughly two and a half mile, single track mountain bike trail that meanders along the steep hillsides and through the deep ravines of the Waukau Dam Nature Preserve.

In 2016, the Winnebago County Parks Department began discussions to construct a single-track mountain bike trail at the Waukau Dam. A few local mountain bike enthusiasts volunteered nearly 1,800 hours to build and maintain the trail. The build began in late 2016 and the current layout was completed in September of 2018. The trail is considered an intermediate level mountain bike trail. The rugged landscape makes for challenging climbs, fast descents and amazing views of Waukau Creek and surrounding forest.

Advanced features have been added along the trail for those who wish to hone their skills – numerous bridges, jumps, drops, and skill features help to keep the ride exciting and challenging. Bypasses are available for all the advanced features.

The trail is open for riding year-round (fat tire bikes are required for winter riding), weather permitting. The trail is closed to riding anytime it is wet or muddy. Trail conditions are closely monitored by NEWT.

III. RESPONSIBILITIES. Subject to applicable Federal laws, regulations, and policy:

A. The County shall:

1. Provide NEWT access to lands owned/managed by the County for stewardship purposes.
2. The County shall work with NEWT to develop a sustainable mountain bike trail system with the Waukau Dam Nature Preserve.

3. The County will assist in advertising the mountain bike trail system within the park.

B. NEWT shall:

1. Coordinate efforts with the County for the continued maintenance of a multi-purpose trail located within the Waukau Dam Nature Preserve located on the map in Exhibit A.
2. NEWT will assist with the creation and execute the regular maintenance of a proposed sustainable trail plan that will be approved by the County Parks Department. The trail will utilize the International Mountain Bicycling Association (IMBA) Standards for trail construction and maintenance.
3. NEWT is allowed to utilized handheld equipment such as chainsaws, pole saws, pruners, and shovels on Winnebago County property for the purpose of maintaining the mountain bike trail system. If other heavy equipment is required, NEWT must receive written permission from the Winnebago County Parks Director.
4. NEWT will provide a certificate of insurance as defined in Exhibit B of this MOU.

IV. MUTUAL UNDERSTANDINGS.

- A. This MOU defines the general terms upon which the County and NEWT will cooperate. Performance by either Party under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through their respective funding procedures. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds or transfer of anything of value, between the Parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements, such as work plans or statements of work, which shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
- B. This MOU may be modified or amended by mutual agreement of both parties in writing.
- C. This MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 60 days written notice to the other Party.

D. This MOU will remain in force for a period of five years from the date of its execution.

V. INDEMNIFICATION.

The COUNTY shall not be responsible for any damage, or injury incurred by NEWT or NEWTS' agents, servants, employees, volunteers, or property, from any cause, prior, during or subsequent to the term of this agreement. Likewise, the COUNTY shall not be responsible for any damage, loss, or liability of any kind and nature, occurring on the PREMISES, the property adjacent thereto and any other portion of the Waukau Dam Nature Preserve, by reason of any bodily injury to or death of any person, or by reason of any damage to property of third persons occasioned by any act or omission, neglect or wrongdoing of NEWT, or any of its officers, agents, representatives, assigns, guests, employees, volunteers, invitees, or persons admitted by NEWT to said PREMISES, arising out of the activities conducted by NEWT, its agents, members or guests (including claims of employees of NEWT or of any contractor or subcontractor). NEWT shall indemnify, save, keep harmless and defend the COUNTY, its directors, officers, agents, and employees against any and all loss, damages, injuries, liability claims, and costs or expenses of whatsoever kind and nature, including attorney's fees, which the COUNTY may sustain, incur or be required to pay, resulting from injury to or death of any person or persons, and for loss or damage to any property (technical or otherwise) occurring in connection with, in any way incident to, or otherwise arising out any services, operations, or performance of work in connection with this Agreement, resulting in whole or part from the negligent or intentional acts or omissions of NEWT, and the employees, agents, or representatives of NEWT regardless of whether such injury, death, loss or damage arises in part by the party to be indemnified hereunder. NEWT shall not be responsible for any injury or damages resulting solely from the negligence of the COUNTY.

A.

VI. POINTS OF CONTACT. The following individuals will be the points of contact for this MOU:

Winnebago County Parks Department	NorthEast Wisconsin Trails
Adam Breest	Derek Murphy
Director of Parks and Expo	President
625 E. County Rd. Y, Suite 500, Oshkosh, WI 54901	P.O. Box 140, Little Chute, WI, 54140
920-232-1961	920-205-5241
abreest@winnebagoctywi.gov	dmurphybsme@gmail.com

VII. EFFECTIVE DATE. The parties have executed this MOU as of the last date indicated below

Winnebago County
Jon Doemel
County Executive
Winnebago County Executive Office

NorthEast Wisconsin Trails
Derek Murphy
President
NorthEast Wisconsin Trails (NEWT)

Date: _____

Date: _____

Julie Barthels
County Clerk
Winnebago County Clerks Office

Date: _____

EXHIBIT "B" - INSURANCE

Prior to doing any work on the Waukau Dam trails and while the trail is open thereafter, NEWT, at its own cost and expense, shall furnish Winnebago County with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:

1. General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000 and \$1,000,000 aggregate. This insurance shall include on the Certificate of Insurance the following coverages:
 - a. Premises - Operations
 - b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Broad Form Blanket Contractual
 - e. Personal Injury
 - f. Alcohol Liability (if alcohol on PREMISES)
2. The certificate shall list the **Certificate Holder and Address as follows:** Winnebago County, Attn.: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "Description of Operations".
3. Such insurance shall include under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as "**Additional Insureds**".
4. Auto Liability @ \$1,000,000 per accident
5. **Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Winnebago County Courthouse, P.O. Box 2808, Oshkosh, Wisconsin 54903-2808. All such notices will name NEWT.**