

**CONTRACT BETWEEN WASHINGTON COUNTY AND
CITY OF LAKE ELMO
FOR SKI TRAIL GROOMING**

| | |
|-------------------|-----------------------|
| WASHINGTON COUNTY | |
| CONTRACT NO. | 7005 |
| DEPT. | PUBLIC WORKS |
| DIVISION | Parks |
| TERM | Signature to 12/31/13 |

This Agreement is made and entered into by and between Washington County, hereinafter referred to as "County", and the **City of Lake Elmo, 3800 Laverne Avenue North, Lake Elmo, MN 55043**, herein referred to as "Municipality."

WITNESSETH:

WHEREAS, the Municipality has requested to contract with the County to perform ski trail grooming located on properties under the jurisdiction of said Municipality; and

WHEREAS, the County is agreeable to rendering such maintenance services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

SECTION I

The County agrees to provide, through Parks Operations, ski trail grooming (defined as tilling, blading, and leveling of snow) within the Municipality subject to the following conditions:

1. The County will groom the ski trail system as shown on the map labeled Exhibit A.
2. The standards of performance shall be determined by the Parks Manager.
3. The County shall keep record of labor, materials, and equipment furnished, and prepare an itemized statement of the amount due and submit it monthly to the Municipality.

SECTION II

The Municipality agrees to pay the County the cost and expense for performing the ski trail grooming services provided for by this agreement.

1. The Municipality agrees to reimburse the County for County employee wages as outlined on attached Exhibit B. The determination of hours paid and overtime rate shall be in accordance with the current memorandum of agreement with Local 49 of the International Union of Operating Engineers.
2. The Municipality agrees that the rates as outlined in Exhibit B for County employees may be adjusted at any time within the contract period by an amount equal to that given by the County Board of Commissioners in negotiated contracts with employees' authorized representatives.
3. The Municipality agrees to reimburse the County for County equipment used at the rates outlined on attached Exhibit B. Invoices shall include the time of equipment in going from the place where stationed to the site of work and the

return to its station.

4. The Municipality agrees to reimburse the County for any materials provided.
5. Upon receipt of a monthly itemized statement of employee, equipment and material costs, the Municipality agrees to reimburse the County monthly.
6. Except as otherwise specified herein, the Municipality shall not be obligated to, or responsible for, or liable for compensation or indemnity to any County employee performing maintenance services under this agreement to the Municipality for injury or sickness arising out of this employment, and the County agrees to hold harmless the Municipality against any such claim.
7. The Municipality agrees to determine the extent, nature and level of service to be provided on said ski trails.

SECTION III

The parties hereto, the County and Municipality, agree as follows:

1. The County, its officers, agents and employees shall not assume or be liable for any intentional or negligent act of the Municipality or any officer, agent, or employee of the Municipality, and the Municipality agrees to hold the County, its officers, agents and employees harmless from any intentional or negligent act of the Municipality or any officer agent or employee of the Municipality, and the Municipality agrees to defend the County, its officers, agents or employees from any claim for damages resulting from the negligent or intentional act of the Municipality, or any officer, agent or employee of the Municipality.
2. The Municipality, its officers, agents and employees shall not assume or be liable for any intentional or negligent act of the County or any officer, agent, or employee of the County, and the County agrees to hold the Municipality, its officers, agents and employees harmless from any intentional or negligent act of the County or any officer, agent, or employee of the County, and the County agrees to defend the Municipality, its officers, agents or employees from any claim for damages resulting from the negligent or intentional act of the County, or any officer, agent or employee of the County.
3. This agreement shall be for the period indicated below except that the Municipality or the County may terminate this agreement upon ninety (30) days written notice. The effective date of this agreement is from the date of this agreement to December 31, 2013.
4. Notwithstanding any termination of this agreement, the provisions of Section II, Paragraph 6 and Section III, Paragraphs 1 and 2, shall survive the termination of the full extent necessary for the protection of the County and the municipality.

WITNESS WHEREOF, the Municipality has caused this agreement to be signed by its Mayor and attested to by its City Administrator, and the County has caused this agreement to be signed by the Director of the Department of Public Works and the Parks Director.

WASHINGTON COUNTY

CITY OF LAKE ELMO

Donald J. Theisen, P.E. Date
Director, Department of Public Works

Mayor Date

John Elholm Date
Parks Director

City Administrator Date

EXHIBIT B

Washington County – Parks Division Accounts Receivable Rates

SCHEDULE A – LABOR (HOURLY RATES)

| Classification | Step | 2012 A/R Rates | 2012 Overtime Rates |
|--------------------|---------|----------------|---------------------|
| Maintenance Worker | Minimum | \$37.58 | \$56.37 |
| | Maximum | \$47.58 | \$71.37 |
| Parks Foreman | Minimum | \$48.32 | \$72.18 |
| | Maximum | \$65.84 | \$98.76 |

SCHEDULE B – EQUIPMENT

| Description | Unit | Make | Model | Year | Hourly Rental Rate |
|---------------------------|---------|--------|-------|------|-----------------------|
| 1 ½ Ton Dump Truck | 302 | Ford | F700 | 1991 | \$41.00 |
| Tucker Snow Cat & Trailer | 326-363 | Tucker | 1342 | 1985 | \$60.00 |
| Snowmobile | 334 | | | 1999 | \$20.00 |