

# AGREEMENT

**THIS AGREEMENT**, entered into the \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between **COUNTY OF MONTGOMERY**, a municipal corporation of the State of New York, with principal offices located at P.O. Box 1500, Fonda, New York 12068, hereinafter referred to as “**COUNTY**”,

- And -

**MOHAWK VALLEY SNOWMOBILE CLUBS, INC.**, having a principal place of business located at P.O. Box 177, Fultonville, New York 12072, hereinafter referred to as “**CLUB**”.

## WITNESSETH:

**WHEREAS**, the New York State Office of Parks, Recreation and Historic Preservation has awarded Sixty Six Thousand Two Hundred Forty Dollars and Zero Cents(\$66,240.00) from the 2021-2022 Snowmobile Trails Grant in Aid Program, based upon a Grant Application submitted by the COUNTY, in cooperation with the CLUB and other similar organizations, and

**WHEREAS**, the COUNTY desires to contract with CLUB for the provision of snowmobile trail maintenance services, including, but not limited to, grooming, brushing, signing, and drainage improvements;

**NOW**, it is agreed by and between the parties hereto as follows:

1. In consideration for the services provided by CLUB under this agreement, COUNTY shall pay the CLUB the sum of Sixty Six Thousand Two Hundred Forty Dollars and Zero Cents (\$66,240.00). A payment of seventy percent (70%) of the total sum allocated to CLUB shall be advanced to the CLUB upon execution of this contract and receipt of money by COUNTY from the State of New York. The remaining thirty percent (30%) shall be paid to CLUB upon: completion of maintenance services to satisfaction of COUNTY and State of New York; submission of complete documentation verifying CLUB’s expenditure for maintenance services and receipt of money by COUNTY from the State of New York.

2. The CLUB agrees to distribute the funds received under this agreement to the other clubs in accordance with New York State Parks, Recreation and Historic Preservation mileage payout schedule.

3. The CLUB agrees to distribute any additional funding received from the New York State Office of Park, Recreation and Historic Preservation to the clubs as directed by the Montgomery County Department of Economic Development and Planning, according to the mileage table included in the 2021-2022 Trail Grant Application.

4. The term of this agreement shall be for the period from November 1, 2021 through October 31, 2022 and shall be subject to renewal upon written agreement of both parties.

5. CLUB agrees to keep records of actual expenses relative to maintenance of the trails and shall make available such records to COUNTY upon request.

6. CLUB agrees that County and the State of New York shall have no explicit or implied liability with respect to all matters relevant to CLUB’s snowmobile trails and maintenance activities. The County and the State shall not be liable to for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the Club or County have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, and any

and all other torts. The Club shall carry at all times during the course of this agreement the blanket liability insurance policy provided by the New York State Snowmobile Association which covers all New York State Snowmobile Corridor Trails and NYSSA member clubs. This insurance includes \$1,000,000 per person and \$1,000,000 per occurrence for property damage and personal injury coverage. Montgomery County shall be an additional insured on this policy with a waiver of subrogation. In the event of any accident, the CLUB shall notify the Montgomery County Department of Economic Development and Planning of that fact at the earliest opportunity; and shall provide a written report describing the nature and extent of the accident, the person or persons involved, and the names and addresses of all victims and witnesses to the Department of Economic Development and Planning within three (3) days of the occurrence.

7. CLUB agrees it will abide by all applicable laws, rules and regulations of the State of New York or COUNTY in carrying out its activities pursuant to the provisions of this agreement. The CLUB shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, national origin, sex, age, disability or marital status.

8. All snowmobile trail maintenance and development undertaken by CLUB pursuant to this agreement shall be in accordance with the above-referenced Grant Application and Grant Program requirements. The CLUB shall complete the maintenance services as set forth in grant application and program requirements, and failure to render satisfactory progress or to complete the maintenance services to the satisfaction of the State of New York and COUNTY may be deemed an abandonment of the maintenance services and cause for the suspension or termination of any obligation of the State of New York and COUNTY. This agreement may be terminated by the COUNTY on 30 days prior notice. In the event of such termination, all monies paid to the CLUB and not expended according to this grant shall be repaid to COUNTY upon demand. See Exhibit A for a description of the conditions of the grant between COUNTY and the State of New York. COUNTY requires CLUB to submit relevant and necessary information to adhere to these conditions.

9. The Montgomery County Department of Economic Development and Planning shall be the COUNTY'S administrative representative relative to this agreement.

10. CLUB agrees to defend, indemnify and hold harmless the COUNTY, their officers, employees, agents and representatives for any and all claims, actions, lawsuits, judgments, etc., arising out of, or in connection with, the negligent acts or omissions of the CLUB, its members, employees, or agents, relative to any and all services performed under the provisions of this agreement.

11. CLUB is an independent contractor, and CLUB, its members, employees and agents shall not represent themselves to be representatives, employees or agents of COUNTY in any way.

12. This AGREEMENT shall not be assigned by CLUB to any other entity without the express written consent of the COUNTY.

13. The CLUB'S duty to perform work under this agreement and the COUNTY'S obligation to pay for such services shall be limited to the total amount of money actually awarded by the NYS Office of Parks, Recreation and Historic Preservation and allocated to this agreement, subject to the limitations and restrictions contained herein. This provision shall limit the parties' obligation to perform, even though this agreement may provide for the payment of a fee greater than that appropriated and encumbered.

14. The CLUB shall provide the COUNTY, immediately upon the COUNTY'S demand without prior notice, during normal business hours, access to and copies of any books, papers or records,

including computer tapes, discs, programs, material to the performance of this agreement, at no cost to the COUNTY for a period of six (6) years from the date of final payment under this agreement.

15. In the event that the terms and conditions of this agreement are not strictly enforced by the COUNTY, such non-enforcement shall not act as, or be deemed to act as a waiver or modification of this agreement; nor shall such non-enforcement prevent the COUNTY from enforcing each and every term of this agreement thereafter.

16. This agreement shall be governed according to the laws of the State of New York, and all disputes shall be presented in a New York State court of competent jurisdiction located within Montgomery County, New York.

17. The terms and provisions of this agreement constitute the entire agreement between the parties. This agreement may not be enlarged, modified, amended or otherwise altered except in a writing duly executed by an authorized officer or representative of both parties.

18. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

20. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Club agrees that neither it nor its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or domestic violence victim status, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation in terms, conditions or privileges of employment or make any inquiry into prospective employment which expresses, indirectly or directly any limitation specification or discrimination based on the foregoing characteristics. The Club has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of its employees in compliance with Department of Labor regulations.

**WHEREFORE**, as of the date first written above, the parties have hereto set their hands.

COUNTY OF MONTGOMERY

By: \_\_\_\_\_  
Matthew Ossenfort, County Executive

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

Subscribed and Sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

MOHAWK VALLEY  
SNOWMOBILE CLUBS, INC.

By: \_\_\_\_\_  
Jim Bode, President

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

Subscribed and Sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public