

TRAIL MAINTENANCE AGREEMENT

THIS AGREEMENT, effective as of the date below, is hereby entered into between the City of Mitchell, SD, (hereafter called "City"), a South Dakota Municipal Corporation, and Palace City Pedalers *Tour de Corn*, Inc. (hereafter called "Pedalers"), a South Dakota Non-Profit Corporation, upon the consideration of mutual covenants and obligations as follows:

WHEREAS Pedalers desire, at its own expense, to conduct trail maintenance on and within the City of Mitchell trail system around Lake Mitchell; and

WHEREAS City wishes to accommodate Pedalers efforts;

THEREFORE, it is hereby agreed by and between the parties:

1. Pedalers may conduct maintenance activities on and within the City of Mitchell trail system around Lake Mitchell, including but not limited to: removal of brush, tree trimming, chipping branches, and spreading mulch.
2. Pedalers shall provide notice to the Parks and Recreation Director if Pedalers intend to do work that may significantly alter the trail or surrounding area. Pedalers shall not conduct the intended work until written consent has been provided in regards to the work contained in the notice by the Parks and Recreation Director. For purposes of this section, notice is not required for clearing or trimming branches that obstruct the trail nor for weeding in the immediate trail area.
3. Pedalers shall conduct all work under this agreement as an independent contractor and no employer/employee or other type of agency relationship shall be deemed to arise pursuant to this agreement for any purpose including workers compensation.
4. Pedalers shall conduct all work under this agreement using Pedalers own equipment and at Pedalers sole expense.
5. In consideration of the work undertaken by Pedalers pursuant to this agreement, City agrees to allow Pedalers to place a recognition sign pursuant to the Department's Donor Guidelines and subject to approval by the Parks and Recreation Director.
6. This Agreement shall be effective for an initial term of one (1) year from the date signed below and shall renew automatically for additional one (1) year terms unless either party gives notice of intent not to renew the agreement at least thirty (30) days before the end of the term then in effect.
7. Either party may terminate this agreement at any time. If a project is underway at the time of termination, Pedalers shall continue the project to completion or conduct enough of the work so that the area impacted by the project is otherwise returned to normal condition for use as trails by the general public.

8. Pedalers agree to indemnify, defend, and hold harmless the City, its officers, elected officials, employees, attorneys, agents, and insurers against all liability, claims, and demands on account of any injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the actions or omissions of Pedalers, or any employee, agent, or volunteer of Pedalers, relating to this agreement.
9. This Agreement represents the entire agreement of the parties and all prior agreements, discussions, and representations are hereby embodied. This Agreement shall not be modified unless mutually agreed upon by the parties in writing.
10. If any section or sections of this Agreement are found to be unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures this _____ day of May, 2022:

PALACE CITY PEDALERS

Its: _____

CITY OF MITCHELL, SD

BY: _____
Kevin Nelson, Parks and Recreation Director