

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAUK COUNTY HISTORICAL SOCIETY AND
SAUK COUNTY**

I. Introduction

The purpose of this Memorandum of Understanding (MOU) is to set forth agreements and understandings which have been reached between Sauk County (County) and the Sauk County Historical Society (SCHS) regarding the grant application and award for the Wisconsin Economic Development Corporation (WEDC) Community Development Investment Grant Program (CDI).

Sauk County is seeking a CDI grant from WEDC to help fund a Historic Structure Report (HSR), a key planning document, for the redevelopment of the historic Baraboo Depot and Division Office Building in Baraboo, Wisconsin. This comprehensive planning study and report will guide the future restoration, rehabilitation, and reuse of the Baraboo Depot and will be produced by a firm that specializes in historic preservation planning. In October of 2020, the SCHS acquired the depot for \$1 from a private owner. Realizing the historic significance of the building as well its potential for reuse and economic development SCHS has taken ownership of the building to bring it back into community use and has partnered with County to facilitate the project.

II. Description of Program and associated costs

The goal of the CDI Grant Program is to incent primarily downtown community development in the state of Wisconsin. County will be acting as the grant applicant given the CDI requirements. The estimated cost of the project, \$108,000 will be paid through the grant award and matching funds from the SCHS. County shall not be responsible to provide any funding above and beyond the funds provided by the CDI grant.

III. Obligations of the Sauk County Historical Society

1. The Sauk County Historical Society shall contract with the firm selected to provide the HSR.
2. The Historical Society shall be responsible for all grant compliance requirements. See, attached Exhibit A. (We need to attach the Grant requirements so if there is ever any dispute over what SCHS was required to do, the court has the documents that lay-out those requirements).
3. The Historical Society shall be responsible for providing the match funds award to Sauk County.
4. The Historical Society shall be responsible for submitting draw requests to Sauk County for disbursements of the CDI funds.
5. If grant funding is revoked, the Historical Society shall be responsible for all expenditures incurred.

IV. Obligations of Sauk County

1. Sauk County shall submit the CDI Grant application and manage any funds provide by the CDI grant.
2. The County shall pay the firm selected to provide the HSR report from the CDI funds ~~the~~ pursuant to and in conformity with County financial procedures.

The parties agree to be bound by the terms and condition in the attached Exhibit B.

BY SIGNING BELOW THE SIGNORS AFFIRM AND ACKNOWLEDGE THAT: They have read and understand this contract and its Attachments, if any; they have authority to enter into this contract on behalf of the Entity, Corporation, or County they are signing for; they are knowingly, freely, and voluntarily entering into this contract and that they accept and agree to be bound by the terms and conditions of this contract.

IN WITNESS WHEREOF, Sauk County Historical Society and Sauk County have caused this instrument to be executed in their respective names by their duly authorized representatives.

Sauk County Historical Society

By Paul Wolter May 17, 2021
Paul Wolter Date

(We need to know if Paul has authority to sign the contract on behalf of SCHS. There should be a corporate resolution that states who has this authority).

Sauk County

By Brent Miller May 24, 2021
Brent Miller Date

Exhibit B

STANDARD CLAUSES

1. **Insurance.** During the term of this Agreement, SCHS shall, at SCHS's sole cost, maintain the following insurance:

Comprehensive General Liability Limits:
\$1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:
\$1,000,000.

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

4. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

5. **Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

6. **Notices.** Any legal notice required by this Agreement shall be made in writing to the address specified below:

County: Sauk County Clerk
 505 Broadway
 Baraboo, WI 53913

With a copy to: Jared Pinkus
 Community Development Coordinator
 505 Broadway
 Baraboo, WI 53913

SCHS: Paul Wolter
 Executive Director
 P.O. Box 651
 Baraboo, WI 53913

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

7. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted.

8. **Termination, Breach of Contract.** In the event of a breach of this contract by SCHS, COUNTY may, in its sole discretion, declare this contract to be terminated. Upon such termination, COUNTY shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.

9. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

10. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC, its members, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

11. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

12. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

13. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

14. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any

immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

15. **Open Records Law Compliance.** SCHS understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by SCHS and/or the County. SCHS agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of SCHS shall be at its sole cost and expense.

16. **Integration.** This contract represents the entire and integrated contract between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this contract.

17. **Relationship of Parties** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and SCHS. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the SCHS will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the SCHS and the County, and the County will not be liable for any obligation incurred by SCHS, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

18. **Governing Law, Jurisdiction and Venue.** This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Oneida County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

19. **Competence, Solvency and Standard of Care.** SCHS warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. Contractor represents and warrants that it is

financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

20. **Amendment.** No amendment of this Contract shall be binding unless in writing and signed by all of the parties.

21. **Compliance with Laws.** The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

22. **Electronic Signing.** It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.