**Collaborator Agreement**

Between

**Sauk County Land Resources and Environment Department (LRE)**

and

**Mike Mossman**

This is an agreement for the purposes of conducting collaboration activities at the Sauk County Farm (“Agreement”). This Agreement sets forth the terms and conditions between the Sauk County Land Resources and Environment Department (“LRE”) and Mike Mossman (“The Collaborator”) (collectively “Parties”) to conduct research or monitoring activities at the Sauk County Farm.

The purpose of this Agreement is to facilitate use of the Sauk County Farm to conduct collaboration activities (the “Project”).

**Agreement**

Now, therefore, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties to this Agreement hereby stipulate and agree as follows:

1. **Project Preparation**
2. Before activities begin, The Collaborator will do all the following:
	1. Provide LRE employees with a Project proposal that includes the following information:
		1. Project goals
		2. Project objectives
		3. Project timeline
		4. Research/monitoring protocol, if applicable
		5. Project map, if applicable
	2. Provide LRE employees with at least 48 hours’ notice prior to activities commencing.
3. **Collaboration Activities**
4. The Collaborator will conduct activities as outlined in the project proposal.
5. The Collaborator will utilize designated roads and trails and respect the farm field and pasture boundaries so as to not disturb the activities occurring there.
6. LRE employees may utilize photographs or videos taken of The Collaborator conducting the Project for publicity or training purposes.
7. **Project Completion**
8. When The Collaborator determines that the Project is complete, they will share the results with LRE employees.
9. **Use of Data**
	1. LRE shall have the right to distribute, display, or exhibit the data collected. The Collaborator shall not publicly display, distribute, display, or exhibit any data without recognizing Sauk County’s contribution.
10. **Fiscal Responsibilities**
11. The Collaborator shall be responsible for all costs associated with implementing the Project including the use of their time and personally owned equipment.
12. LRE will use staff time, at the discretion of the LRE director, to provide expertise for planning the project and to collaborate in planning for site visits.
13. LRE will not provide compensation for use of photographs or videos taken of The Collaborator conducting the Project.
14. **Duration**
15. This Agreement may be modified by mutual written consent of authorized officials from Sauk County and The Collaborator.
16. This Agreement shall become effective upon signature by the authorized officials from Sauk County and The Collaborator and will remain in effect until modified or terminated by mutual written consent.

1. In the absence of mutual agreement by the authorized officials from LRE and The Collaborator, this Agreement shall terminate on December 31, 2024, except that Sections 4 and 7 shall remain in effect after termination of the Agreement.
2. **Waiver of Liability**
	1. The Collaborator releases, covenants not to sue, discharges, and holds harmless Sauk County, the LRE, and their employees, agents, or representatives, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the Project. This release includes any claims based on the actions, omissions, or negligence of Sauk County, the LRE, and their employees, agents, or representatives.
3. **Miscellaneous Provisions**
	1. Relevant Law. Any and all disputes arising under this Agreement and/or relating to the actual development of the Project shall be resolved pursuant to the laws of the State of Wisconsin and in the Circuit Courts of Sauk County.
	2. Severability. If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives.
	3. Any notices, requests, demands, and other communications shall be sent to the following addresses:

To LRE: Sauk County Land Resources and Environment Department

Lisa Wilson, AICP

505 Broadway, West Square Building, Rm 248

lisa.wilson@saukcountywi.gov

To

Collaborator: Mike Mossman

S8440A Hemlock Rd

North Freedom, WI 53951

mikemossman9@gmail.com

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the year and date set forth below, and by so signing this Agreement, certify that they have been duly authorized to execute this Agreement.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brent Miller, Administrator

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Collaborator Name