**AGREEMENT BETWEEN SAUK COUNTY AND SAUK COUNTY HISTORICAL SOCIETY FOR THE MANAGEMENT OF MAN MOUND NATIONAL HISTORIC LANDMARK AND YELLOW THUNDER MEMORIAL**

THIS AGREEMENT is made by and between Sauk County, a political subdivision of the State of Wisconsin (“County”), and the Sauk County Historical Society (“SCHS”).

**RECITALS:**

WHEREAS, the County and SCHS wish to enter into an agreement to manage and maintain the Man Mound National Historic Landmark and Yellow Thunder Memorial properties as part of the Sauk County Park System; and,

WHEREAS, both Properties are catalogued burial sites and furthermore, Man Mound is on the National Register of Historic Places and listed as a National Historic Landmark; and,

WHEREAS, the County is willing to undertake this venture to maintain and enhance these Properties as detailed in their Property Master Plans with the cooperation and assistance of SCHS; and,

WHEREAS, the County is willing to manage and maintain the Properties cooperatively with SCHS to preserve and promote the historical and cultural significance of the Properties; and,

WHEREAS, in order to carry out these responsibilities and facilitate intergovernmental cooperation, the County and SCHS hereby agree to this management agreement (“Agreement”) to carry out the responsibilities necessary to implement the Man Mound National Historic Landmark and Yellow Thunder Memorial Property Master Plans.

**NOW, THEREFORE, THE PARTIES COVENANT AND AGREE AS FOLLOWS:**

Section I. Authority. This Agreement is authorized pursuant to the authority contained in Wis. Stat. ch. 23, Wis. Stat. §§ 66.0301, 59.03, and 59.56 and other applicable legal authorities. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein.

Section II. Parties to this Agreement. The parties to this Agreement are the County and SCHS, working in conjunction to maintain and improve the Man Mound National Historic Landmark and Yellow Thunder Memorial properties in accordance with the Property Master Plans.

Section III. General Purposes. The County and SCHS desire to implement the Man Mound National Historic Landmark and Yellow Thunder Memorial Property Master Plans as part of the Sauk County Parks System and as historical, cataloged burial sites. The County and SCHS have entered into this Agreement to create a framework whereby they shall work cooperatively and in good faith to implement the Property Master Plans with fiscal and operational responsibilities shared in the manner outlined within this Agreement between the County and SCHS.

Section IV. Definitions.

1. “County” means Sauk County
2. “SCHS” means Sauk County Historical Society
3. “Parties” mean the County and Sauk County Historical Society
4. “Plans” means the Man Mound National Historic Landmark Property Master Plan and the Yellow Thunder Property Master Plan.
5. “Properties” mean Man Mound National Historic Landmark and Yellow Thunder Memorial.

Section V. Obligations of the County.

The County shall do all of the following:

1. The Sauk County Parks and Recreation Manager, or their designated County staff, shall maintain the Properties in conformance with this agreement and the Plans.
2. The County shall work with SCHS to implement the management strategies identified in sections VIII and IX of this agreement.
3. The County shall work cooperatively and in good faith with SCHS regarding work to be performed to maintain and facilitate project implementation as indicated in the Plans. All work contracted and performed by the County shall be approved in advance by the SCHS, be consistent with the Plans, and meet or exceed all Wisconsin Burial Site standards in Wis. Stats. Ch. 157.70.
4. The County shall maintain benches, fencing and County park signage as originally placed by the County for public use, and the clearing or maintaining of vegetation on the Properties as noted in sections VII and VIII of this agreement.
5. The County shall repair the Properties if they are damaged as a result of the County’s negligence or willful misconduct. Upon expiration or termination of this Agreement, the County shall restore the Properties to substantially the condition in which they existed upon start of this Agreement.

Section VI. Obligations of Historical Society.

The SCHS shall do all of the following:

1. SCHS Executive Director or board designee shall serve as a liaison between SCHS and the County as well as with members of the public regarding the implementation of the Plans.
2. SCHS board of directors and staff shall work cooperatively and in good faith with the County regarding work to be performed to maintain and facilitate project implementation as indicated in the Plans. All work contracted and performed by the County shall be approved in advance by SCHS, be consistent with the Plans and meet or exceed all Wisconsin Burial Sites legislation, Wis. Stats. Ch. 157.70.

1. SCHS shall work cooperatively and in good faith with the County in developing an annual budget amount to finance the maintenance of the Properties and the implementation of the Plans.
2. SCHS shall place and maintain all interpretive signage placed on the Properties.
3. SCHS shall keep the Properties open to the public as part of the County Park System. The Properties shall be subject to County park regulations.

Section VII. Maintenance of Man Mound National Historic Landmark by Sauk County.

1. The County shall not perform any ground disturbing activity.
2. Vegetation maintenance shall include mowing, seeding, and tree removal. Stumps will not be removed below the existing grade.
3. The County’s removal of trees shall abide by the following:
   1. The County shall maintain trees with the primary objective of preserving the effigy mound by reducing destruction from falling trees, and damage caused by root growth, while increasing sun exposure for homogeneous vegetative cover. Trees located within Zone TI as designated in Exhibit A may be removed for mound preservation purposes by the County, however, the County may only remove trees under frozen ground conditions and after receiving permission from SCHS and Wisconsin Historical Society Division of Historic Preservation, and pursuant to Wis. Stats. s. 157.70. The removal of identified trees within Zone T1 may be subject to time and budget priorities and weather conditions.
   2. Trees located outside of Zone TI as designated in Exhibit A may be removed by the County, with notification to SCHS and the Wisconsin Historical Society Division of Historic Preservation, when deemed a hazard tree by the Sauk County Parks and Recreation Manager, a certified arborist, or a Wisconsin Department of Natural Resources Forest Ecologist. The County may also remove a tree with permission from SCHS and the Wisconsin Historical Society if the tree’s height is equal to or greater than the distance from the base of the tree to the mound. Additionally, trees with less than a two inch (2”) diameter at breast height (4.5’) may be removed by the Sauk County Parks and Recreation Manager or their designee with notification to SCHS.
   3. If it is necessary to remove trees, then trees shall be removed by the County under frozen ground conditions, and after providing notification to SCHS and the Wisconsin Historical Society Division of Historic Preservation, and pursuant to Wis. Stats. s. 157.70.
4. A no-mow fescue turf blend will be implemented by the County for the mound and surrounding buffer area as designated in Exhibit A. Seeding will take place any time there is soil exposure from natural ground disturbance or vegetation die off.
5. The mound and surrounding buffer area will be mowed two-four (2-4) times per year by the County for weed and woody vegetation suppression, or as needed for pest management. A mowing height of four-five inches (4-5”) shall be performed with a sting-line trimmer, tractor/zero turn riding mower, or push mower.
6. Vegetative litter, including leaves and large sticks, shall be removed from the mound by the County on an as needed basis to reduce accumulation and avoid smothering.
7. The restored natural grass area as designated in Exhibit A shall be seeded by the County with a native plant mix and mowed as needed for weed suppression.
8. The remaining turf area not designated for special maintenance shall be mowed by the County as needed. The County shall not be responsible for maintenance of areas located within the Town of Greenfield’s right-of-way for Man Mound Road.
9. The use of herbicides, pesticides and other chemical treatment is not allowed for any vegetative treatment or pest control.

Section VIII. Maintenance of Yellow Thunder Memorial by Sauk County

1. The County shall not perform ground disturbing activity, within ten feet (10’) surrounding the monument.
2. Vegetation maintenance shall include mowing, seeding, or planting.
3. The restored prairie area as designated in Exhibit B shall be established by a professional restoration company. The County will maintain the area with a native prairie mix and burn, or mow each year as needed for weed and pest control.
4. A mowed buffer area shall be maintained as needed around the perimeter of the property to restrict vegetative interference between adjoining agricultural fields.
5. A circular turf path as designated in Exhibit A shall be mowed and seeded as needed by the County.
6. Trees shall be maintained by the County with the primary objective of preserving the monument while providing shade for visitors. Trees may be pruned, removed, or replaced when deemed necessary or hazardous by the Sauk County Parks and Recreation Manager, a certified arborist, or a Wisconsin Department of Natural Resources Forest Ecologist. If a tree is deemed to be hazardous, the County may remove the tree without prior approval from SCHS.

Section IX. Fiscal Responsibilities

1. The County shall be responsible for all costs associated with maintenance related activities as listed in sections VII and VIII including: mowing, re-seeding activities, tree removal, tree planting, regrading of gravel in the parking area, installation of County Park signs, fences, benches, and staff time.
2. SCHS shall be financially responsible for additions, replacement, maintenance, or repair of equipment and fixtures on the Properties, including but not limited to signage, interpretive panels, and benches. If the County incurs any costs or expenses relating to equipment or fixtures on the properties, SCHS shall reimburse the County for all costs and expenses.
3. SCHS shall be financially responsible for necessary land acquisition and obtaining necessary easements.
4. The County may, in its sole discretion, lend and/or provide funds to SCHS, assist SCHS in land acquisition or obtaining easements, provide staff time or expertise, or provide any other services or equipment.

Section X. Amendments

1. Amendments to this Agreement shall be in writing and with approval by the Sauk County Board of Supervisors and SCHS Board.
2. The Parties shall negotiate in good faith to amend this Agreement if either of the Properties are expanded through easement or land acquisition.

Section XI. Duration of Agreement and Withdrawal.

1. The duration of this Agreement shall be for a term of twenty (20) years unless otherwise withdrawn from as provided herein. Upon expiration, this agreement may be renewed for an additional ten (10) years with resolution from both parties’ governing boards.
2. This Agreement may be terminated on thirty (30) days prior written notice as follows: by either party upon a default of any covenant or term of this Agreement by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default with such sixty (60) day period and diligently pursues the cure to completion. All written notice for termination shall be acted on by resolution of the aggrieved party’s governing body.
3. Neither the County, nor SCHS, shall be obligated to reimburse any party for disbursement of property, chattel, cash, or financial instruments upon withdrawal of either party from this Agreement.
4. Either party may withdraw from this Agreement by providing the other party written notice of the intent to withdraw one year prior to the withdrawal date.

Section XII. Administration.

1. Each party shall be responsible for the actions of its own employees or officers while such employees or officers are engaged in work associated with the Properties.
2. Both parties represent and warrant that their use of the Properties and their personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.
3. It is intended that the preservation, operations, repair, and maintenance of the Properties shall be financed through a combination of grants, County funding, and SCHS as provided for herein.

IN WITNESS WHEREOF, the County and SCHS have caused this Agreement to be executed by their respective names and duly authorized representatives as authorized by a resolution duly passed by the governing body of the party.

FOR SAUK COUNTY FOR SAUK COUNTY HISTORICAL SOCIETY

Chairperson, County Board President, SCHS Board of Directors

Date: Date: