



SAUK COUNTY OFF-HIGHWAY MOTORCYCLE TRAIL DEVELOPMENT, MAINTENANCE AND EVENT CONTRACT

Contract by and between Sauk County ("County") and Driftless Area Dual Sport Riders ("Contractor") as follows:

WHEREAS, Sauk County annually participates in maintaining, acquiring, insuring or developing lands for public motorized trail use. In doing so, these public motorized trails are eligible for grant funds through the Wisconsin Department of Natural Resources; and

WHEREAS, the aforementioned grant program funds 100% of the cost for the acquisition, development, insurance, and maintenance of public trails. Funding for the program comes from registration fees and a portion of tax on gasoline; and

WHEREAS, The Driftless Area Dual Sports Riders contacted the County, requesting assistance with a grant application for a one-two day special event to be held at the Sauk Prairie State Recreation Area; and

WHEREAS, Under the concept of re-purposing as described in the Master Plan, County is facilitating the grant on behalf of the local OHM club by requesting funds to cover the cost of a one-two day special event for Off-Highway Motorcycle riders in 2022 ("Event"); and

WHEREAS, under the Master Plan guidelines the club requests to re-purpose up to 50% of the established biking, equestrian and public roads within the Sauk Prairie State Recreation Area for the Event; and

WHEREAS, the County has been awarded a grant from the Wisconsin DNR to facilitate the Event, which would be used to reimburse the OHM club for actual expenses incurred such as insurance and signage, and also covers County staff time.

NOW, THEREFORE, based on the good and valuable consideration stated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Duties of Contractor. Contractor shall be responsible for the following:

- a. Notify the County Land Resources and Environment Department of the dates the event is scheduled.
- b. The Event shall be held no later than November 30, 2022.
- c. Notify the County upon completion of the work, meet with the County representative on-site to review the trails. If the clean-up is found to be deficient, or if the trails need repair due to the event, Contractor shall clean up and make repairs as noted in the written notice provided by the County.
- d. The Contractor will be responsible for site safety during all phases of the Event. Contractor shall ensure that all trails to be used for the Event are signed with appropriate warning signs and blocked off to prevent public access.
- e. All Federal, State, County, and local laws, permits, and regulations are to be adhered to by the contractor. No deviations from the specifications allowed unless the County agrees. The County is not aware of any permits specific to this project.
- f. Once the Event is completed and all clean-up and/or repair work is approved by the County, all leftover materials, waste, tools and equipment must be removed from the Event site, trail and area.



2. Duties of the County. The County shall be responsible for the following:

- a. Manage the grant funds and reporting to the State of Wisconsin DNR.
- b. Make reimbursement for expenses to the Contractor within 45 days of reimbursement requests.

3. Notices. Any legal notices required by this Agreement shall be made in writing to the address specified below:

County: County Clerk
505 Broadway
Baraboo, WI 53913

With a copy to: Sauk County Land Resources and Environment
Attn: Jekka Alt
57995 White Mound Drive
Hillpoint, WI 53937

Contractor: Driftless Dual Sport Riders
125 S. Monroe Street
Stoughton, WI 53589

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

4. Insurance. During the term of this Agreement, Contractor shall maintain the types and amounts of insurance in the attached insurance certificate (Exhibit 1).

- a. Certificates of insurance are required for all policies. The Certificates of General and Automobile Liability Insurance must 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.

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, 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. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and interpreted in accordance with the laws 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 Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.



- 7. Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this Agreement or any termination of this Agreement.
- 8. 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.
- 9. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 10. Integration.** This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.
- 11. Assignment.** Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.
- 12. 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, 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.
- 13. 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.
- 14. Multiple Originals.** This contract may be executed in multiple originals, each of which, together shall constitute a single agreement.
- 15. 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.
- 16. No Partnership or Joint Venture.** This contract shall not in any way be deemed to create a partnership or joint venture between the parties to the Agreement.
- 17. 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.



- 18. Open Records Law Compliance.** Contractor 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 Contractor. Contractor 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 Contractor shall be at its sole cost and expense.
- 19. Amendment.** No amendment of this contract shall be binding unless in writing and signed by all of the parties.
- 20. Standard of Care.** The same degree of care, skill, and diligence shall be exercised by Contractor in the performance of its duties as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.
- 21. Equal Employment Opportunity.** Contractor hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11216 and other applicable laws and regulations. Contractor affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a veteran, including a veteran of the Vietnam era, membership in the national guard or reserve components of the military of the United States, political affiliation, or any other legally protected status. It is Contractor's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. Contractor further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.
- 22. Gratuities – Kickbacks – non-collusion.** It shall be a breach of this contract and subsequent amendments for contractor to offer, give, or agree to give anything of pecuniary value or to make an offer for employment to any elected official, employee, or former employee in connection with this Agreement. Prohibited conduct shall include, but is not limited by enumeration, acts or attempts to influence: any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore.
- 23. Time of the Essence.** Except as otherwise specifically stated herein, time is of the essence with respect to all provisions of this contract that specify a time for performance.

**{READ THE NEXT SECTION CAREFULLY, YOU HAVE THE RIGHT TO HAVE AN ATTORNEY REVIEW THIS
CLAUSE}**

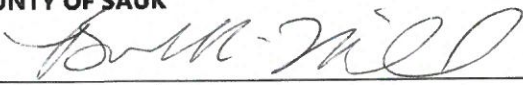
- 24. Indemnification and hold Harmless.** *Contractor shall at all times indemnify, defend and save harmless, the County and it's supervisors and employees from any and all causes of action, demands, liability, claims, damages, losses, costs and expenses, including but not limited to reasonable attorney's fees, by reason of loss or damage to any property or bodily injury to any person, including but not limited to death, as a direct or indirect result of the performance by Contractor of its duties hereunder or as a result*



of participation in the preparation, clean-up or participation in the Event, and as the result of any action or omission of Contractor.

BY SIGNING BELOW THE PARTIES AFFIRM AND ACKNOWLEDGE THAT: they have read and understand Agreement and its Attachments, if any; they have authority to enter into Agreement on behalf of the corporation or other entity they are signing for; they are knowingly, freely, and voluntarily entering into Agreement; and that they accept and agree to be bound by the terms and conditions of Agreement and its Attachments, if any, as outlined in Agreement:

COUNTY OF SAUK


Administrator, Sauk County

9/21/22
Date

DRIFTLESS AREA DUAL SPORT RIDERS


President

9-21-22
Date


Secretary

9-21-22
Date