

**AGREEMENT BETWEEN SAUK COUNTY AND SAUK SOIL AND WATER IMPROVEMENT  
GROUP (SSWIG) FOR THE MANAGEMENT OF DEMONSTRATION AND RESEARCH  
FIELDS AT THE SAUK COUNTY FARM**

THIS AGREEMENT is made by and between Sauk County, a political subdivision of the State of Wisconsin ("County"), and Sauk Soil and Water Improvement Group ("SSWIG").

**RECITALS:**

WHEREAS the County and SSWIG wish to enter into an agreement to plant, maintain, and promote demonstration and research fields at the Sauk County Farm pursuant to the Sauk County Farm Master Plan 2022 - 2042; and,

WHEREAS the Sauk County Farm Master Plan purposes the Property as a public educational resource for Sauk County residents of all ages and backgrounds to learn about regenerative, profitable, and resilient agricultural practices through on-site demonstration, research, and collaborative partnerships; and,

WHEREAS SSWIG is willing to undertake the venture to plant and maintain the demonstration and research fields located on the Property as a public educational resource as detailed in their County Farm Demonstration and Research Field Proposal with the cooperation and assistance of the County; and,

WHEREAS in exchange for implementing and maintaining the Property demonstration and research field and allowing it to be utilized for public education, the field shall be provided free of any rental fee; and,

WHEREAS the County is willing to assist cooperatively with SSWIG to collaborate with community partners and promote the demonstration and research being implemented at the Property; and,

WHEREAS to carry out these responsibilities and facilitate cooperation, the County and SSWIG hereby agree to this management agreement ("Agreement") to carry out the responsibilities necessary to implement the County Farm Demonstration and Research Field Proposal (Exhibit A).

**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 SSWIG, working in conjunction to plant and maintain the Sauk County Farm demonstration and research fields in accordance with the Sauk County Farm Property Master Plan and Exhibit A.

Section III. General Purposes. The County and SSWIG desire to work cooperatively to implement demonstration and research fields at the Sauk County Farm to showcase regenerative agricultural practices for the edification of Sauk County residents. The County and SSWIG have entered into this Agreement to create a framework whereby they shall work cooperatively and in good faith to implement Exhibit A in accordance with the Property Master Plan and with fiscal and operational responsibilities shared in the manner outlined within this Agreement between the County and SSWIG.

Section IV. Definitions.

1. "County" means Sauk County.
2. "SSWIG" means Sauk Soil and Water Improvement Group.
3. "Field" means the demonstration and research field(s) identified as being subject to this agreement.
4. "Parties" mean the County and SSWIG.
5. "Plan" means the Sauk County Farm Master Plan 2022 – 2042.
6. "Property" means the Sauk County Farm.
7. "Exhibit A" means the County Farm Demonstration and Research Field Proposal as submitted by SSWIG.

Section V. Obligations of the County.

The County shall do all the following:

1. The County shall maintain, utilize, and promote the Property in accordance with the Plan.
2. The County shall rent the cropland and pastureland to area producers, except for the field designated for demonstration and research.
3. The County may utilize the field for educational promotion and events.
4. The County may provide technical assistance, advice, or guidance regarding best practices. The County shall work cooperatively with SSWIG to gather and provide educational signage and materials related to agricultural practices being demonstrated on the field.
5. The County shall maintain benches, fencing, waterlines, roadways, and County Park signage as placed by the County for public use, and the clearing or maintaining of vegetation on areas utilized for outdoor recreation.
6. The County shall keep the Property open to the public as part of the County Park System. The Property shall be subject to County Park regulations.
7. The County shall provide soil testing for each field on a four-year rotation.

Section VI. Obligations of SSWIG.

The SSWIG shall do all of the following:

1. SSWIG Director or board designee shall serve as a liaison between SSWIG and the County as well as with members of the public regarding the implementation of Exhibit A.
2. SSWIG board of directors and staff shall work cooperatively and in good faith with the County regarding work to be performed to install, maintain, and facilitate project implementation as indicated in Exhibit A.
3. SSWIG shall work cooperatively and in good faith with the County in developing an annual educational promotion event to showcase the implementation strategies, and results of Exhibit A.
4. SSWIG shall provide the following data regarding the implementation of Exhibit A: seed type and amount; date of seeding; seeding technique; amount, type, nutrient levels, and date of all pesticides, fungicides, or fertilizers used; yields; equipment used; and general observations.
5. SSWIG shall keep the field open to the public for educational purposes and general outdoor recreation activities.
6. SSWIG shall develop and follow a nutrient management plan to meet Natural Resources Conservation Standard 590 for all fertilizer and manure applications. All manure applied shall be sampled to determine actual nutrient analysis and proper application rates.

#### Section VII. Fiscal Responsibilities

1. The County shall be responsible for all costs associated with maintenance related activities for the educational hub, cemetery, buildings, and trails as noted in the Plan and including mowing, seeding activities, tree removal, tree planting, gravel drives, parking areas, installation of County Park signs, fences, benches, staff time, and educational materials.
2. SSWIG shall be financially responsible for all seeding, fertilizing, and supply of agricultural equipment required to implement Exhibit A. If the County incurs any costs or expenses relating damage to fixtures on the properties, SSWIG shall reimburse the County for all costs and expenses.
3. The County may, in its sole discretion, lend and/or provide funds to SSWIG, assist SSWIG by providing staff time or expertise, or provide any other services or equipment.

#### Section VIII. Amendments

1. Amendments to this Agreement shall be in writing and with approval by the Sauk County Board of Supervisors and SSWIG Board.
2. The Parties shall negotiate in good faith to amend this Agreement if the Property is expanded through land acquisition, or changes in field boundaries.

#### Section IX. Duration of Agreement and Withdrawal.



1. The duration of this Agreement shall be for a term of two (2) years unless otherwise withdrawn from as provided herein.
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 SSWIG, 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 X. 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 Property.
2. Both parties represent and warrant that their use of the Property and their personal property located thereon is compliant with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.
3. This memorandum of understanding incorporates all standard terms and conditions from Section 5 of the September 1, 2022 Request for Proposal. The terms and conditions are attached to this document as Exhibit B.

IN WITNESS WHEREOF, the County and SSWIG 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



County Administrator

FOR SSWIG



SSWIG Committee Member

Date:

1/10/2023

Date:

1-9-23