

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 9th day of October, 2023, by and between the School District of Baraboo, a Wisconsin public school district ("District") and Sauk County Land Resources & Environment Department ("Department").

### RECITALS:

- A. Department provides the services set forth on Exhibit A attached hereto (collectively, the "Services").
- B. District desires to retain Department to provide the Services to District, and Department desires to provide the Services to the District, pursuant to the terms set forth herein.
- C. NOW, THEREFORE, in consideration of the recitals and the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:
  1. Services. Department shall provide the Services to the District in accordance with this Agreement and applicable federal, state, or local laws, regulations, and codes.
  2. Term. The term of this Agreement shall commence on July 1, 2023, and expire on June 30, 2024, unless earlier terminated in accordance with Section 8.
  3. Fees and Payment Terms. As full compensation for the Services and the rights granted to District in this Agreement, District shall pay Department a fixed fee of **\$0.00** (the "Fees"), payable upon completion of the Services to District's reasonable satisfaction.
  4. Relationship of Parties. Department is an independent Department of District, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Department and District for any purpose. Department has no authority (and shall not hold itself out as having authority) to bind District and Department will not make any agreements or representations on District's behalf without District's prior written consent.
  5. Indemnification. Department shall defend, indemnify and hold harmless District and District's officers, directors, board members, administrators, employees, and agents, or any of them from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from: (i) Department's breach of any provision of this Agreement; and/or (ii) any bodily injury, death of any person, or damage to real or tangible personal property resulting from the negligent acts or omissions of Department, any subDepartment of Department, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. District may satisfy such indemnity (in whole or in part) by way of deduction

from any payment due to the Department under this Agreement.

6. Representations and Warranties. Department represents, warrants, and covenants that: (i) this Agreement constitutes the legal, valid and binding obligation of Department and is enforceable in accordance with its terms; (ii) Department has the required skill, experience, and qualifications to perform the Services, and shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; and (iii) the Services will be performed in compliance with all applicable federal, state, and local laws and regulations, and any goods furnished to District through the Services will be free and clear of all encumbrances and liens of any kind.
7. Department's Insurance. During the term of this Agreement, Department shall, at its expense, maintain and carry insurance in full force and effect which includes, without limitation, commercial general liability coverage, professional liability coverage, and automobile liability coverage. Each such policy shall: (i) be through insurance carriers licensed in Wisconsin; (ii) have at least \$2,000,000 in combined single limit coverage; (iii) shall name District as an additional insured; and (iv) shall contain a provision that the policy will not be canceled or allowed to expire without at least thirty (30) days' prior written notice to District. Department shall provide a copy of certificates of insurance confirming the above coverages upon request by the District. Department shall also maintain worker's compensation insurance coverage in compliance with Wisconsin state law during the term of this Agreement. If Department fails to maintain such insurance or otherwise comply with this paragraph, District may suspend the Services until there is full compliance with this paragraph or terminate this Agreement pursuant to Section 8 below.
8. Termination; Remedies. If either party breaches any term of this Agreement and such breach is incapable of cure, or the breaching party does not cure such breach within ten (10) days after receipt of written notice of such breach, the non-breaching party may immediately terminate this Agreement upon written notice to the breaching party. In addition to terminating this Agreement, the non-breaching party will have the right to commence legal action to recover its damages or to secure performance or enforcement of this Agreement, and/or exercise any other right or remedy available at law or equity. The breaching party shall further pay all reasonable costs, attorney fees and expenses which may be incurred by the non-breaching party in successfully enforcing the terms and conditions of this Agreement.
9. Notices. All notices and other communications hereunder shall be in writing and addressed to the applicable party at the physical and/or email addresses set forth in the signature page to this Agreement or to such other address that may be designated by the receiving party in writing, and deemed to be delivered upon receipt of the receiving party.
10. Miscellaneous.
  - A. Applicable Law. This Agreement will be governed by and construed in

accordance with the laws of the State of Wisconsin. Any dispute arising under this Agreement shall be venued in Sauk County, Wisconsin as to disputes under state law, and the federal courts in Dane County, Wisconsin as to disputes under federal law. If any provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement will not be affected thereby and each provision of the Agreement will be valid and enforceable to the fullest extent permitted by law.

- B. Entire Agreement; Amendment/Assignment. This Agreement constitutes the entire agreement between District and Department with respect to the Services and there are no other agreements, either oral or written, except set forth herein. No amendment to, or assignment of, this Agreement effective unless agreed to in writing by both parties.
  
- C. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original but all of which constitute one and the same instrument. The parties further agree that facsimile signatures or signatures scanned into .pdf (or similar) format and sent by electronic mail shall be deemed original signatures.

Dated as of the date first above written.

DISTRICT:  
School District of Baraboo

Department:  
Sauk County Land Resources & Environment

By: \_\_\_\_\_  
Dr. Rainey Briggs  
Superintendent  
423 Linn Street  
Baraboo, WI 53913

By: \_\_\_\_\_  
Brent Miller, Administrator  
Sauk County Land Resources & Environment  
505 Broadway  
Baraboo, WI 53913

## **EXHIBIT A**

1. **Purpose:** The Department will provide education services including but not limited to:
  - a. The topics of the lessons, field trips, field days, and programs are all focused on conservation, the environment, and agriculture. All of the programs and lessons provided are voluntary and dependent on availability, however, materials are available for checkout. Wheat Week is one of the programs offered to any 4<sup>th</sup> or 5<sup>th</sup> grade classroom in Sauk County.
  - b. The Wheat Week program is a series of 5 lessons all taught over the course of one week (or 5 days closer together). The first lesson we begin with is focused on systems and understanding plant basics, then we move on to water conservation, soil conservation, wheat DNA, varieties, and traits, and then we end the week with a lesson on energy. During the week, students are also growing their own terrarium of wheat grass, conducting their own experiments, and making observations. We use wheat as the teaching tool for all of our conservation and ag. lessons during this week. Each of the lessons are NGSS aligned and were adapted to fit the grade levels with the information taught. I have a PowerPoint presentation for each of the lessons and provide all the materials for any activity that is associated with the lesson. I also provide the notebooks, "Kernel Journals" that the students record their notes and observations in throughout the week. Each student received a small terrarium (cup and lid with ½ of soil) and 10 wheat seeds from an area farm that they plant for their experiment and then can keep if they wish.