**AGREEMENT BETWEEN SAUK COUNTY AND WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) FOR USE OF STORAGE SHEDS AT THE SAUK COUNTY FARM**

THIS AGREEMENT is made by and between Sauk County, a political subdivision of the State of Wisconsin (“County”), and the Wisconsin Department of Natural Resources (“WDNR”), together referred to as the Parties.

 **RECITALS:**

 WHEREAS the County and WDNR wish to enter into an agreement to store one DNR-owned machine tree planter and one WDNR-owned nut planter in the storage sheds located at the Sauk County Farm;

WHEREAS Sauk County also stores its own machine tree planter at the Sauk County Farm;

WHEREAS WDNR has been maintaining and coordinating use of all 3 tree planters (“the tree planters”) at no cost since 2000;

WHEREAS Sauk County promotes the planting of native trees to support wildlife and pollinator species and sequester carbon;

 WHEREAS WDNR is willing to continue to maintain and assist with coordination of the use of the tree planters by Sauk County residents;

 WHEREAS in exchange for maintaining and coordinating the use of the tree planters, the storage shed space shall be provided free of any rental fee; and,

 WHEREAS the County is willing to assist cooperatively with WDNR to coordinate the rental of the tree planters; and,

 WHEREAS to carry out these responsibilities and facilitate cooperation, the County and WDNR hereby agree to this management agreement (“Agreement”) to carry out the responsibilities necessary to store the tree planters in the storage sheds at the Sauk County Farm, maintain the tree planters, and rent the tree planters to members of the public.

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

Section I. Authority. This Agreement is authorized pursuant to the authority contained in Wis. Stat.§§ 23.09(2)(h), 28.07, 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. General Purposes. The County and WDNR desire to work cooperatively to store tree planters in storage sheds located at the Sauk County Farm, maintain the tree planters, and rent the tree planters to members of the public to promote planting of native trees to support wildlife and pollinator species and sequester carbon. The County and WDNR have entered into this Agreement to create a framework whereby they shall work cooperatively and with fiscal and operational responsibilities shared in the manner outlined within this Agreement between the County and WDNR.

Section III. Definitions.

1. “Storage Shed(s)” means the two small storage sheds or big machine shed located at the Sauk County Farm identified as being subject to this Agreement.
2. “Property” means the Sauk County Farm.

Section IV. Obligations of the County.

The County shall do all the following:

1. The County shall provide storage shed space at the Property for storage of the tree planters year-round.
2. The County shall provide invoices to and collect fees from residents who rent the tree planters.
3. The County shall provide the funding for maintaining the tree planters.

Section V. Obligations of WDNR.

The WDNR shall do all the following:

1. WDNR shall not damage the Storage Shed(s) beyond reasonable use and wear. WDNR shall be responsible for any damage to the Storage Shed(s) caused by the moving of the tree planters by WDNR staff.
2. WDNR shall maintain the tree planters as needed, including completing or arranging for the completion of routine maintenance and other repairs. The funding for the maintenance and repairs of the tree planters (both WDNR-owned and County-owned) will be from the County.
3. WDNR shall coordinate use of the tree planters by Sauk County residents. This includes taking calls and other communications regarding scheduling of the planters, scheduling the rentals of tree planters, and providing the list of renters to the County for invoicing.

Section VI. Contacts

1. All communications regarding this Agreement will be made through the designated contacts. The designated contact may be changed upon written notice to the other Party and without an amendment to this Agreement. The designated contacts are:

WDNR program contact: Paul Kloppenburg, Forester

 124 2nd Street, Room 31, Baraboo, WI 53913

 (608) 604-4846

 Paul.Kloppenburg@wisconsin.gov

County program contact: Melissa Schlupp, Conservation Manager

 505 Broadway St., Baraboo, WI 53913

 608-355-4838

 melissa.schlupp@saukcountywi.gov

Section VII. Fiscal Responsibilities

1. The County shall be responsible for maintenance related activities for the Storage Shed(s) including mowing around the exterior of the buildings.
2. The County shall be financially responsible for all maintenance costs associated with all three tree planters. If the County incurs any costs or expenses relating to damage to the Storage Shed(s) on the properties due to WDNR use of the tree planters, WDNR shall remedy the damage or reimburse the County for all costs and expenses.
3. WDNR shall notify the County of planned maintenance and the estimated costs. Upon the completion of maintenance work, WDNR shall promptly provide the County with an invoice. The County will pay invoices within thirty (30) calendar days of receipt from WDNR.

Section VIII. Amendments

1. Amendments to this Agreement shall be in writing and with approval by the Sauk County Administrator and WDNR Representative.
2. The Parties shall negotiate in good faith to amend this Agreement if the Storage Shed(s) are no longer available for use.

Section IX. Duration of Agreement and Withdrawal.

1. This Agreement shall be in effect for a three (3) year period commencing November 1, 2024 and ending October 31, 2027, unless otherwise terminated or withdrawn from as provided herein. Upon mutual Agreement of the Parties, this Agreement may be renewed for one addition three (3) year term.
2. Each Party reserves the right to terminate this agreement in whole or in part, without penalty, due to non-appropriation of funds or failure of the other Party to fulfill its obligation under this Contract or comply with the terms of this Contract, by delivering thirty (30) days written notice to the other Party.
3. Neither the County, nor WDNR, 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 sixty (60) days prior to the withdrawal date. This timeline may be shortened upon mutual agreement of the Parties.

Section X. Administration and Additional Provisions.

1. 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.
2. The County in no way expresses or implies any warranty of the safety or security of the items stored in the Storage Shed(s).
3. Limitation of liability. Each Party shall be responsible for the consequences of its own acts, errors, and omissions and those of its officers, employees, agents, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing for its own defense. In situations involving joint liability, each Party shall be responsible for the consequences of its own acts, errors, and omissions and those of its officer, employees, agents, and representatives. It is not the intent of the Parties to impose liability beyond that imposed by law.
4. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
5. The Parties agree that this Agreement may be executed and delivered via electronic signature.

IN WITNESS WHEREOF, the County and WDNR have caused this Agreement to be executed by their duly authorized representatives.

FOR SAUK COUNTY FOR WDNR

County Administrator WDNR Representative

Date: Date: