

**AGREEMENT BETWEEN SAUK COUNTY AND PHEASANTS FOREVER, INC. FOR  
PRESCRIBED BURN TRAINING AT THE SAUK COUNTY FARM**

THIS AGREEMENT is made by and between Sauk County, a political subdivision of the State of Wisconsin (“County”), and PHEASANTS FOREVER, INC. (“PF”).

**RECITALS:**

WHEREAS the County and PF wish to enter into an agreement to utilize the Sauk County Farm as a demonstration and learning farm by providing prescribed burn training 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 PF is willing to perform prescribed burning on the grassland areas of the education hub located on the Property as a public educational resource as detailed in their Prescribed Burn Plan with the cooperation and assistance of the County; and,

WHEREAS in exchange for implementing prescribed fire on the Property and allowing it to be utilized for conservation professionals training purposes, the use of the Property shall be provided free of any fee; and,

WHEREAS the County is willing to assist cooperatively with PF to collaborate with community partners and promote the prescribed burning being implemented at the Property; and,

WHEREAS to carry out these responsibilities and facilitate cooperation, the County and PF hereby agree to this management agreement (“Agreement”) to carry out the responsibilities necessary to implement the Prescribed Burn Plan (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 PF, working in conjunction to conduct a prescribed burn at the Sauk County Farm in accordance with the Sauk County Farm Property Master Plan and Exhibit A.

Section III. General Purposes. The County and PF desire to work cooperatively to implement prescribed fire at the Sauk County Farm to provide training opportunities for conservation professionals.

The County and PF 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 PF.

Section IV. Definitions.

1. "County" means Sauk County.
2. "PF." means PHEASANTS FOREVER, INC.
3. "Department" means the Land Resources and Environment Department.
4. "Field" means the grass fields identified as being subject to this agreement.
5. "Parties" mean the County and PF.
6. "Plan" means the Sauk County Farm Master Plan 2022 – 2042.
7. "Property" means the Sauk County Farm.
8. "Exhibit A" means the Sauk County Farm Prescribed Burn Plan as submitted by PF.

Section V. Obligations of the County.

The County shall do all the following:

1. The Sauk County Land Resources and Environment Department shall prepare, as necessary, interior and/or exterior fire control lines in and around the fields as identified in the Prescribed Burn Plan, sufficient to prevent the escape of fire from the burn area.
2. The County understands and acknowledges that the highest priority for PF personnel and equipment assigned for use in the prescribed burn remains the suppression of wildland fire and that fire suppression will take precedence over prescribed burn activities. The County recognizes that the prescribed burning may be suppressed at any time during the operation if the fire is too destructive or hazardous or if the potential or actual danger from wildfire on the property or elsewhere reaches the point where PF personnel and equipment must suppress the prescribed burn fire until it is fully contained, even though the burn is incomplete, and return to firefighting activities.
3. The County understands and acknowledges that the purpose and objectives of the prescribed burn are set forth in the Prescribed Burn Plan, and that the burn may be suppressed and discontinued at any time during the operation if the PF determines that the fire is not fulfilling the purpose of the burn, as set forth in the plan.

Section VI. Obligations of PF

The PF shall do all of the following:

1. In consultation with the County, PF will prepare a Prescribed Burn Plan for the prescribed burn.

2. PF will notify all neighboring landowners, local fire departments, and others as may be deemed necessary by the Wisconsin Department of Natural Resources representatives no later than one day in advance of the burning operation.
3. PF will observe the forest fire laws and secure an open air burning permit and observe air pollution regulations of Wisconsin pertaining to this prescribed burning operation.
4. PF will provide a burn boss, adequate personnel, and necessary hand tools and equipment during the prescribed burning operation at no cost to the County.
5. Will provide necessary personnel to patrol and safeguard the burned area until the burn is complete and considered 100 percent contained.
6. Will prepare and file the Accomplishment Report for the burn.
7. PF, at their expense, maintain public liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring PF and County with minimum coverage as follows: liability coverage for its officers, employees, and agents with policy limits at minimum of \$1,000,000 single limit and \$3,000,000 aggregate and workers compensation insurance in the following amounts:
  - a. Coverage A: Limits – Statutory
  - b. Coverage B: Employer's Liability Limits
  - c. Bodily Injury by Accident - \$100,000 each accident minimum
  - d. Bodily Injury by Disease - \$100,000 each employee minimum
  - e. Bodily Injury by Disease - \$500,000 policy limit minimum

The County shall be named as an additional insured on all insurance policies except workers compensation. The certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage.

#### Section VII. Fiscal Responsibilities

1. The County shall be responsible for all costs associated with preparing interior and/or exterior fire control lines in and around the fields as identified in the Prescribed Burn Plan.
2. PF shall be financially responsible for labor costs and equipment required to implement the Prescribed Burn Plan. If the County incurs any costs or expenses relating damage to fixtures on the properties, PF shall reimburse the County for all costs and expenses.

#### Section VIII. Amendments

1. Amendments to this Agreement shall be in writing and with approval by the Land Resources and Environment Department and PF Board.
2. The Parties shall negotiate in good faith to amend this Agreement if the field boundaries change.

Section IX. Duration of Agreement and Withdrawal.


1. The duration of this Agreement shall be from the date both parties sign the agreement until December 31, 2025.
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 PF, 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 thirty (30) days 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. PF agrees to save, hold harmless, defend and indemnify the County and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property, County, State or other, occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of the work in connection with this Agreement.

IN WITNESS WHEREOF, the County and PF 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, WI



Lisa Wilson, County Administrator

Date: 2/18/2025

FOR PHEASANTS FOREVER, INC.

  
James Koerber (Feb 14, 2025 14:15 CST)

James M Koerber, Assistant Secretary

Date: 02/14/2025






# Sauk County and PF RxBurnMOU\_For Signature

Final Audit Report

2025-02-14

Created:	2025-02-14
By:	Susan Capparelli (scapparelli@pheasantsforever.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-KQZL8wQIYI9SESdIWAXDUQQGzsw22O

## "Sauk County and PF RxBurnMOU\_For Signature" History

-  Document created by Susan Capparelli (scapparelli@pheasantsforever.org)  
2025-02-14 - 8:12:23 PM GMT
-  Document emailed to James Koerber (jkoerber@pheasantsforever.org) for signature  
2025-02-14 - 8:12:27 PM GMT
-  Email viewed by James Koerber (jkoerber@pheasantsforever.org)  
2025-02-14 - 8:14:40 PM GMT
-  Document e-signed by James Koerber (jkoerber@pheasantsforever.org)  
Signature Date: 2025-02-14 - 8:15:00 PM GMT - Time Source: server
-  Agreement completed.  
2025-02-14 - 8:15:00 PM GMT