

**FEE-FOR-SERVICE AGREEMENT BETWEEN
OPERATION FRESH START, INC. AND SAUK
COUNTY LAND RESOURCES AND
ENVIRONMENT**

This contract is entered into by and between **Operation Fresh Start, Inc.**, a Non-Profit Corporation of the State of Wisconsin (hereinafter referred to as "OFS"), and **SAUK COUNTY LAND RESOURCES AND ENVIRONMENT** (hereinafter referred to as "SPONSOR").

IN CONSIDERATION OF the following terms and conditions, OFS Conservation Academy Crew agrees to perform the following described scope of work for SPONSOR: For up to 4 Mondays between 4/6/2026-5/25/2026, assisting with prescribed fire and other duties as assigned by SPONSOR.

OFS represents that it is duly qualified and agrees to provide the services described in this Agreement.

I. TERM OF AGREEMENT

- A. This Agreement shall be in effect on 4/2/2025, or the date OFS obtains all required signatures, whichever is later.
- B. This Agreement shall expire on 6/1/2026, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

II. DUTIES OF OFS

- A. Provide a crew to complete services as specified by Project Sponsor. The crew will consist of a crew supervisor and an up to 5 crew members, as permitted by state and local health regulations. A work week shall consist of four days at 32 hours per week. A work day shall consist of eight (8) hours including travel and prep time. The crew supervisor and all crew members shall be employees of OFS.
- B. Supervise Conservation Academy Crew members, in accordance with program guidelines.
- C. Provide orientation and training as appropriate for crew members.
- D. Provide consultation and on-site project review to ensure that service is progressing in accordance with this work order and program guidelines.
- E. Provide personnel and payroll functions for all crew members.
- F. Provide all necessary transportation of crew members to and from work sites.
- G. Provide basic tools, equipment, and safety gear needed by crew.
- H. All parties shall, at their sole cost and expense, maintain professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) in the annual aggregate throughout the Term of this Agreement.
- I. All parties shall, at their sole cost and expense, maintain workers' compensation insurance in the amounts and limits required by all applicable statutes, rules, and regulations where Services are performed or personnel are employed or engaged in connection with this Agreement.
- J. All parties shall, at their sole cost and expense, maintain in full force and effect throughout the term of this Agreement a commercial general liability insurance policy written on an occurrence basis, with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- K. Both parties shall provide proof of insurance coverage.

III. DUTIES OF SPONSOR

- A. Provide day-to-day project specific direction to the OFS crew supervisor.
- B. Secure all local, county, and federal permits required by law prior to the commencement of work.
- C. Provide OFS crew with training and educational opportunities relevant to the services being performed. This includes an on-site project overview at the outset of the project which outlines project background, goals, and overall outcomes expected as a result of the crew's efforts.
- D. Provide specialized tools, equipment, and safety gear that are not available through OFS that are needed by crew.
- E. Provide all project materials and supplies.

IV. PAYMENT

- A. SPONSOR will pay OFS for services performed by OFS.
- B. SPONSOR's obligation to OFS under this Agreement is up to a maximum of \$4,999, based on the following fee schedule:
 - \$1,250 per day for 5 or more total workers
 - \$1,050 per day for 4 total workers
 - \$875 per day for 3 total workers
 - \$725 per day for 2 or fewer total workers
- C. OFS shall send final invoice to SPONSOR upon service completion.
- D. SPONSOR shall make payment within 30 days of receipt of invoices.

V. CANCELLATION

- A. This Agreement may be cancelled by SPONSOR or OFS at any time, with or without cause, upon 30 days written notice to the other party. In the event of such cancellation, OFS shall be entitled to payment for services performed.
- B. OFS reserves the right to withdraw crew from SPONSOR for emergency response work including, but not limited to, natural disasters and wild fire response. Reasonable efforts will be made to accommodate the needs of the SPONSOR. SPONSOR has no funding commitment to OFS for services completed while crew has been withdrawn from SPONSOR for emergency response. SPONSOR shall remain liable for payment for services that OFS provides to SPONSOR.
- C. OFS reserves the right to withdraw crew from SPONSOR in the event of a change in state or local public health guidelines that inhibit the ability of OFS to satisfactorily complete agreed upon work. In this event, OFS will attempt to reschedule project at the soonest available agreed upon date.

VI. AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. This Agreement may be modified in writing upon mutual consent of the parties to the agreement.
- B. If OFS fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

VII. LIABILITY AND INSURANCE

- A. Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.

- B. OFS agrees to keep in force at its own expense liability insurance to cover claims for bodily injury and property damage that may arise out of the OFS work, and upon request will provide SPONSOR with a certificate showing policies carried and the limits of coverage.
- C. SPONSOR agrees to maintain in force their own public liability insurance and upon request will provide OFS with certificates showing policies carried and the limits of coverage.

VIII. GOVERNING LAW

- A. This Agreement shall be governed by the laws of Wisconsin, with venue lying in Sauk County.

IX. COMMUNICATION BETWEEN THE PARTIES

- A. All communications related to this Agreement shall be to the persons listed below or to such other persons that the parties may specify in writing.


OPERATION FRESH START, INC.

Cory Rich
Director of Legacy and Conservation
2670 Milwaukee Street
Madison, WI 53704
(608) 206-2876

PROJECT SPONSOR
Jennifer Schneiderman
Conservation Technician
jennifer.schneiderman@saukcountywi.gov

IN WITNESS THEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

Operation Fresh Start, Inc.

By: 

Title: Executive Director

Date: 4/2/2020

PROJECT SPONSOR

By: _____

Title: _____

Date: _____

