

## Exhibit B

### STANDARD CLAUSES

#### Water Quality Brokering Contract with Cazenovia

1. **Insurance.** During the term of this Agreement, CAZENOVIA shall, at CAZENOVIA's sole cost, maintain the following insurance:

Comprehensive General Liability Limits:  
\$1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:  
\$1,000,000.

#### Worker's Compensation:

- 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

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

4. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

5. **Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

6. **Notices.** Any legal notice required by this Agreement shall be made in writing to the address specified below:

County: Sauk County Clerk  
505 Broadway  
Baraboo, WI 53913

With a copy to: Lisa Wilson  
Director  
Land Resources and Conservation Dept.  
505 Broadway  
Baraboo, WI 53913

CAZENOVIA: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

7. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted.

8. **Termination, Breach of Contract.** In the event of a breach of this contract by AAW, COUNTY may, in its sole discretion, declare this contract to be terminated. Upon such termination, COUNTY shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.

9. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

10. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

11. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

12. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

13. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

14. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity,

liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

**15. Open Records Law Compliance.** CAZENOVIA understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by CAZENOVIA and/or the County. CAZENOVIA agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of CAZENOVIA shall be at its sole cost and expense.

**17. Relationship of Parties.** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and AAW. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the CAZENOVIA will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the CAZENOVIA and the County, and the County will not be liable for any obligation incurred by CAZENOVIA including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

**18. Governing Law, Jurisdiction and Venue.** This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

**19. Competence, Solvency.** CAZENOVIA warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. CAZENOVIA represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

**20. Amendment.** No amendment of this Contract shall be binding unless in writing and signed by all of the parties.

**21. Compliance with Laws.** The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

**22. Electronic Signing.** It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.