

Services Agreement

This Agreement is made and entered by and between:

New Buffalo Area Schools (NBAS)
1112 East Clay Street
New Buffalo, MI 49117

and

Chikaming Open Lands (COL)
12291 Red Arrow Highway
Sawyer, MI 49125

By this Agreement, the Parties do mutually agree as follows, effective as of the date of final execution of this agreement by both Parties:

1) Scope of Services

COL shall provide certain services to NBAS to assist with the ecological stewardship of NBAS property on Lubke Road within the New Buffalo Elementary School Prairie and East and West Nature Study Trails Project Areas.

a) New Buffalo Elementary Project Area

- i) Task 1: Coordinate and complete a prescribed burn within the prairie area between fall 2025 and spring 2026 for a fee of **\$900**.
- ii) Task 2: Coordinate and complete supplemental seeding of the prairie area after the prescribed burn for a fee of **\$1,400**.
- iii) Task 3: Complete selective invasive species control within the prairie area in spring/summer 2026 for a fee of **\$300**.

b) Nature Study Trails Project Area (East and West)

- i) Task 1: Conduct a survey of area turtles with the assistance of a contractor and his “turtle dogs” in June 2025 for a fee of **\$500**.
- ii) Task 2: Conduct a salamander survey using SparcNet protocols in spring/summer 2026 for a fee of **\$1,700** (includes study set-up and first year survey).
- iii) Task 3: Design and initiate an annual plant community monitoring protocol beginning in spring/summer 2026 for a fee of **\$1,300** (includes study set-up and first year survey).
- iv) Task 4: Design and initiate a deer exclusion study beginning in spring/summer 2026 for a fee of **\$2,200** (includes study set-up and first year monitoring).
- v) Task 5: Complete selective invasive species control throughout the project area in summer/fall of 2026 for a fee of **\$3,300**.

2) Compensation and Payment

- a) NBAS shall pay COL for services rendered at a fixed fee per task.
- b) COL shall submit invoices to NBAS for payment as upon completion of project tasks. Payment shall be due upon receipt of the invoice.
- c) Total compensation for services rendered shall not exceed **\$11,600.00** without additional authorization by NBAS.

3) Certifications

- a) COL shall possess a valid State of Michigan Pesticide Application Business License.
- b) COL applicators shall be properly certified with the State of Michigan to apply pesticides for the treatment of target species.

4) Insurance

- a) COL shall carry appropriate workers' compensation, commercial general liability, and automobile liability insurance coverage written on an occurrence basis during the term of this Agreement.
- b) COL shall maintain insurance against liability for injury to persons or property from any

and all activities undertaken by its staff under this Agreement in any way.

- c) COL shall provide proof of insurance coverage in the form of a Certificate of Insurance, with COL listed as an additional insured.

5) Limitation of Warranties and Limitation of Liability

- a) COL makes no warranties, express or implied in connection with its services rendered hereunder.
- b) COL liability for any damages arising hereunder shall be limited to the extent of coverage or its fee earned hereunder.
- c) COL shall not be liable for incidental or consequential damages resulting from the services provided hereunder.

6) Indemnification

- a) NBAS shall indemnify and hold harmless COL from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees) arising solely out of or in any way resulting from negligent acts, errors or omissions of NBAS, its employees or agents in performing this Agreement.
- b) COL shall defend and indemnify and hold harmless NBAS, its officers, employees and agents from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees) arising solely out of or in any way resulting from negligent acts, errors or omissions of COL, its employees or agents in performing this Agreement.
- c) This provision shall survive the termination of this Agreement.

7) Termination and Amendment

- a) Either party may terminate this Agreement with fourteen (14) days written notice to the other party.
- b) This Agreement may be amended from time to time. However, no supplement, modification, or amendment to any term, provision, or condition of this Agreement shall be binding or enforceable unless executed in writing by both NBAS and COL.

8) General Provisions

- a) This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all prior agreements or negotiations between the parties.
- b) This Agreement may be amended, supplemented, or changed only by an agreement in writing that makes specific reference to this Agreement, or the agreement delivered pursuant to it and that is signed by the party against whom enforcement of any such amendment, supplement, or modification is sought.
- c) This Agreement shall ensure to the benefit of, and be binding on, the named parties and their respective heirs, successors and assigns, but not any other person.
- d) Any provision of this Agreement which has been declared invalid or illegal shall in no way affect or invalidate any other provision.
- e) In the event either of the parties defaults on the performance of any of the terms of this Agreement or either party places enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each party shall pay all of its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be in Van Buren County, Michigan.

9) Acceptance

The individuals below certify by their signatures that they are authorized to sign this Agreement on behalf of the respective parties and that the parties will fulfill the terms of this Agreement, including any addendums or attachments. In witness whereof, the parties have executed this Agreement on the date set forth below.

For NBAS:

Signature

Name

Title

Date

For COL:

Signature

Name

Title

Date