

## PROFESSIONAL SERVICE AGREEMENT

Sauk County, WI  
Comprehensive Plan Update and Strategic Plan  
March 11, 2025

This agreement (Agreement) between The Lakota Group, Inc., an Illinois corporation doing business as **The Lakota Group (Lakota)**, 1 East Wacker Drive, Floor 27, Chicago, Illinois 60601 and **Sauk County, WI (Client)**, is entered into on Monday, March 10<sup>th</sup>, 2025, and includes seven parts: Project Description, Scope of Services, Project Team, Schedule, Compensation and Payment, Additional Conditions, and Acceptance.

### PART ONE: PROJECT DESCRIPTION

Client seeks the preparation of a Comprehensive Plan Update and a Strategic Plan. The Comprehensive Plan will guide future growth, development, and community building in Sauk County using a robust public engagement process. The Comprehensive Plan will serve as both a physical plan and policy guide to be used by elected officials, appointed boards, staff, community members, and other decision makers who are charged with shaping the future of Sauk County. The Strategic Plan will assist Sauk County staff and leadership in developing a mission, vision, and set of strategic actions to define and communicate goals and responsibilities to support the broader Comprehensive Plan Update.

### PART TWO: SCOPE OF SERVICES

Lakota shall perform the services described under Project Approach within the Comprehensive Plan Proposal, dated December 20<sup>th</sup>, 2024 (**See Attachment A**), and the Strategic Plan Proposal, dated March 10<sup>th</sup> (**See Attachment B**).

### PART THREE: PROJECT TEAM

Lakota shall staff the Comprehensive Planning project using the personnel and sub-consultants (SB Friedman, Kapur & Associates, TADI) shown in the submitted Proposal with additional support as necessary for meeting support, planning issues, and production of reports and graphics. The Strategic Plan will be developed by The Lakota Group with no involvement of sub-consultants.

### PART FOUR: SCHEDULE

Lakota will complete the defined project approach within the project timeline outlined within the Proposal dependent on scheduling of meetings and presentations, timely review of draft reports and other strategic planning materials, and any changes to the Project Approach mutually agreed by Lakota and Client.

## PART FIVE: COMPENSATION AND PAYMENT

### Fee Amount

Client agrees to compensate Lakota for the fixed fee amount of \$297,617, plus expenses as noted below, for the Comprehensive Plan and \$24,400 for the Strategic Plan, for a total compensation of \$295,717.

Comprehensive Plan	\$257,752.00
Comprehensive Plan Expenses	\$16,965.00
Strategic Plan	\$24,400.00
<b>Total Professional Fees</b>	<b>\$299,117.00</b>

### Authorized Additional Services

Any additional services and expenses requested of Lakota beyond the Scope of Services will be conducted on an hourly basis and billed according to Lakota's billing rates, listed below. A fee estimate will be provided for any requested task outside those activities outlined in the Proposal.

#### Lakota Billing Rates (2024):

President/Principal	\$360
Senior Vice President	\$240
Senior Associate	\$210
Associate	\$155

### Reimbursable Expenses

Reimbursable expenses will be billed as additional services, including:

- *Travel for field work/site visits (mileage/tolls/parking/cabs)*
- *Delivery (postage/messenger/express)*
- *Copying/Reproduction*
- *Computer Plots*
- *Renderings/Models (if requested by client)*
- *Special Supplies (property survey software)*
- *Miscellaneous (municipal documents, special reports, data)*

### Invoicing

Lakota shall submit monthly invoices to the Client, and each invoice shall be subject to the audit and approval of the Client. Invoices will be accompanied by receipts for all reimbursable expenses and shall be itemized and detailed as to the type/date of the services/tasks performed. Invoices past due 30 days will bear interest at 1.5% per month.

## PART SIX: ADDITIONAL CONDITIONS

### Compliance with Laws

Lakota shall give notices and comply with laws, ordinances, rules, regulations and orders of all public authorities applicable to these services and shall comply with all federal, state and local tax laws and social security, unemployment compensation and workers compensation acts applicable to the performance of these services.

**Equal Opportunity**

Each party represents that it is an equal opportunity employer and will operate to comply with all applicable federal, state and local laws relating to equal employment opportunities, and if required, with the rules or regulations enforced by the Office of Federal Contract Compliance or any similar federal or state agency monitoring employment practices or government contracts.

**Entire Agreement**

This Agreement contains the full understanding of the parties with respect to the subject matter hereof, and it supersedes all prior proposals, agreements, memoranda, statements and representations, written or oral, between the parties.

**Confidentiality**

No party hereto shall disclose any information of any nature regarding this Agreement, except that either party may make such disclosures as are specifically required by law.

**Conflict of Interest**

Lakota certifies that no employee or officer of any agency with an interest in the Agreement has any pecuniary interest in the business of Lakota or this Agreement, nor does any employee or officer have an interest that would conflict in any manner or degree with the Consultant's performance of this Agreement.

**Insurance**

Lakota and its subcontractors will provide the Client with evidence of insurance, including liability, umbrella and automobile as reasonably required. The Client will be named as an additional insured as appropriate to Client requirements. **See Attachment C.**

**Severability**

For any reason, the Agreement may be cancelled, in whole or in part, by Lakota or upon the Client's written notice. The Client will pay Lakota's costs actually incurred as of the date of receipt of notice of default. Upon termination, Lakota will deliver all documents and products of whatever kind, and their reproducible origins related to the assignment, which have been produced to the date of the notice of termination.

**Termination**

Either party may terminate this Agreement on 15 days prior written notice. Lakota shall be compensated for all services performed to date of notice.

**Notices**

Written notice between the parties shall be deemed to have been duly served if delivered in person or by certified mail to the following addresses:

**To the Client:**

Sauk County  
620 Linn St,  
Baraboo, WI 53913  
Attn: Lisa Wilson

**To Lakota:**

The Lakota Group  
One E Wacker Drive, Suite 2700  
Chicago, IL 60601  
Attn: Scott Freres PLA, ASLA

**PART SEVEN: ACCEPTANCE**

Please indicate acceptance of this agreement by signing one copy and returning it to our office listed above. Lakota will begin work after receiving written authorization to proceed via fax, email, mail or messenger.

**The Lakota Group**

By: Scott Freres PLA, ASLA, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Sauk County, WI**

By: Lisa Wilson, Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachments include Comprehensive Plan Proposal and Budget (A), dated December 20th, 2024, Strategic Plan Proposal and Budget (B), dated March 10th and Certificate of Insurance (C).