

**TOWN**  
Of  
**ST. CROIX FALLS**

Polk County, Wisconsin

**Resolution 22-14**

A RESOLUTION APPROVING THE 2022 REIMBURSEMENT  
AGREEMENT WITH THE DEER LAKE IMPROVEMENT  
ASSOCIATION FOR THE DEER LAKE INTERN POSITION(S) AND  
PORTABLE TOILET AT DEER LAKE BOAT LANDING

WHEREAS, the Deer Lake Improvement Association has received an Invasive Species Education and Protection grant under the Clean Boats, Clean Waters program to conduct certain educational and prevention programs at Deer Lake; and

WHEREAS, the Deer Lake Improvement Association desires to avoid the expense and inconvenience of directly hiring the interns and managing payroll and other activities associated with paying the interns who will conduct the grant activities; and


WHEREAS, the Town of St. Croix Falls has the capability to hire the interns and provide payroll services; AND

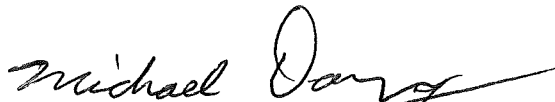
WHEREAS, the Deer Lake Improvement Association would like the Town of St. Croix Falls share the cost of the two portable toilets rented for the boat landing from April thru October.

THEREFORE BE IT RESOLVED that the Town Board of the Town of St. Croix Falls, Polk County, Wisconsin, will provide payroll services for the Deer Lake Clean Boats, Clean Waters program in accordance with the 2022 Reimbursement Agreement Between the Deer Lake Improvement Association and the Town; and

BE IT FURTHER RESOLVED that the 2022 Reimbursement Agreement between the Deer Lake Improvement Association and the Town be effective upon signing and become part of this enacting resolution.

Dated this 20th day of April 2022

  
Attest: Janet Krueger, Town Clerk

  
Michael Dorsey, Chairperson

Approved by:

5 Yeas; 0 Nays;     Roll Call Vote:  
   Absent/Abstain

**Reimbursement Agreement**  
**Between Deer Lake Improvement Association and**  
**the Town of St. Croix Falls**  
**For the Deer Lake Intern Position and**  
**Portable Toilet at the Deer Lake Boat Landing**

This REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into effective as of this 20th day of April, 2022 ("Effective Date") by and between the Town of St. Croix Falls, Wisconsin ("Town") and the Deer Lake Improvement Association ("Association").

WHEREAS, the Association has received an Invasive Species Education and Protection grant ("Grant") under the Clean Boats Clean Waters program in order to conduct certain educational and prevention programs at Deer Lake ("Grant Activities");

WHEREAS, the Association will use the Grant funds to, among other things, reimburse the Town, which will hire interns to conduct the Grant Activities;

WHEREAS, the Association desires to avoid the expense and inconvenience of directly hiring the interns and managing payroll and other activities associated with paying the interns who will conduct the Grant Activities ("Services");

WHEREAS, the Town has the capability to hire the interns and provide the Services;

WHEREAS, the Association desires the Town to hire the interns and provide the Services and the Town is willing to hire the interns and provide the Services upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the matters set forth above, the promises made by the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Employment of Interns. The Town agrees that unless such employment is earlier terminated by the Town (at its discretion), during the Term (as hereinafter defined), the Town will employ the interns to conduct the Grant Activities; provided, however, it is acknowledged and agreed that this Agreement is not, and does not constitute, an employment agreement between the Town and any such intern.

2. Provision of Services. During the Term of this Agreement, the Town agrees to provide the Services to the Association upon the terms and conditions set forth in this Agreement.

3. Term and Termination. The term ("Term") of this Agreement shall commence on the Effective Date and shall end upon the earlier of (a) the date on which the Association is no longer conducting the Grant Activities during the summer of 2022; or (b) September 30, 2022. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party. The Association's payment obligations under Section 4 below, the acknowledgement and agreement of the Association set

forth in Section 4 below and the Indemnification set forth in Section 5 below shall all survive the termination or expiration of this Agreement.

4. Payment for the Services. The Association shall pay the Town for providing the Services in an amount equal to \$34.00 per hour of time spent by Town personnel providing the Services. In addition, the Association shall provide to the Town no later than thirty (30) days from invoice date for the amounts sufficient to pay all interns their wage for that pay period and all taxes and other expenses related to such payment. The Association shall reimburse the Town for all reasonable costs and expenses incurred by the Town in connection with providing the Services, including any increase in the Town's insurance expense related to the this Agreement. In addition, the Association shall provide to the Town no later than thirty (30) days from invoice date the rental fee for one of the two portable toilets rented for the boat landing for the months of April thru October.

5. Indemnification. The Association agrees to indemnify, defend and hold the Town and its officers, board members, employees, agents, representatives and contractors ("Indemnified Parties") harmless from and against any loss, cost, expense, fee, liability, proceeding, litigation (including attorneys fees and costs) incurred or suffered by any of the Indemnified Parties arising from, or relating to, this Agreement, the Town's employment of the interns, the Services provided under this Agreement, and/or the conduct by the Association of the Grant Activities.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Wisconsin applicable to contracts executed and fully performed within the State of Wisconsin, without regard to the conflicts of laws provisions thereof.

7. Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when such counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement as of the date first written above.

**Deer Lake Improvement Association**

Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Clerk

**Town of St. Croix Falls**

Approved: 4-20-2022

By: Michael Day  
Chairman

Attest: Janet Kueger  
Clerk