

**INTERGOVERNMENTAL AGREEMENT BETWEEN SAUK COUNTY AND THE MIRROR
LAKE MANAGEMENT DISTRICT FOR DISBURSEMENT OF
AMERICAN RESCUE PLAN ACT FUNDS
FOR THE MIRROR LAKE DREDGING AND GULLY RESTORATION PROJECT
FIRST AMENDMENT**

THIS AGREEMENT is made by and between Sauk County, a political subdivision of the State of Wisconsin ("County"), and the Mirror Lake Management District ("MLMD").

RECITALS:

WHEREAS the County and MLMD wish to enter into an agreement for the disbursement of ARPA Funds for the Mirror Lake Dredging and Gully Restoration Projects; and,

WHEREAS the MLMD hired Vierbicher Associates, Inc. to prepare plans and specifications; and to bid out the project on April 11, 2023; and,

WHEREAS Viet & Company, Inc was determined to be the successful and qualified bidder to be awarded the contract for services in the amount of \$1,267,406.50; and,

WHEREAS the Sauk County Land Resources and Environment Department 2022 Budget allocated \$650,000 of American Rescue Plan Act (ARPA) funds, which have been carryforward to the 2023 and 2024 Budgets to be used towards the dredging and gully restoration project; and,

WHEREAS MLMD has the remaining funds in the amount of \$617,406.50 from other funding sources to pay for the remainder of the contract.

NOW, THEREFORE, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

Section I. Authority. This Agreement is authorized pursuant to the authority contained in Wis. Stat. ch. 23, Wis. Stat. §§ 66.0301, 59.03, and 59.56 and other applicable legal authorities. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein.

Section II. Parties to this Agreement. The parties to this Agreement are the County and MLMD, working in conjunction to disburse funds for the Mirror Lake Dredging and Gully Restoration Projects.

Section III. General Purposes. The County and the MLMD have entered into this Agreement to create a framework whereby they shall work cooperatively and in good faith to disburse ARPA funds for the projects identified in an amount not to exceed \$650,000. The purpose of the agreement is to define how those funds will be disbursed.

Section V. Definitions.

- A. ARPA means American Rescue Plan Act.
- B. County means Sauk County.
- C. MLMD means Mirror Lake Management District.
- D. Parties mean Sauk County and the Mirror Lake Management District.
- E. Projects mean the Mirror Lake Dredging and Gully Restoration Projects.

Section VI. Fiscal Responsibilities

A. The County shall be responsible for costs associated with the projects for an amount not to exceed \$650,000.

B. The MLMD shall be responsible for the remaining costs of \$617,406.50 associated with the Viet & Company, Inc. contract, to include any cost overruns and fees that may be incurred.

C. The MLMD shall be financially responsible for any contract costs or additional fees that may be incurred by Vierbicher Associates, Inc. for their work on the projects.

D. The County will issue ARPA funds in the amount of \$650,000 from the 2024 LRE Budget to the MLMD to be used towards the payment of invoices associated with the Viet & Company, Inc. contract. The MLMD will provide documentation to include:

1. Signed pay request by the contractor, engineer, and MLMD.

2. Documentation showing the distribution of funds between the funding sources for each pay request.

3. Documentation to show that the vendor was paid by the MLMD, which may include copy of the bank cleared check, bank statement, or any other format as approved by the Finance Director.

~~E.~~

~~D. Upon receipt of any invoices, the MLMD will present within ten (10) days of receipt said invoices to the County for direct payment to the vendor. All contractor's requests for payment must be verified by MLMD or their agent to be accurate and in accordance with the contract between Veit & Company, Inc. and MLMD. Invoices received directly from Viet & Company, Inc. or Vierbicher Associates, Inc. will not be paid.~~

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Section VII. Amendments

A. Amendments to this Agreement shall be in writing and shall be approved by the Sauk County Board of Supervisors and the MLMD Board.

Section VIII. Duration of Agreement and Withdrawal.

A. The duration of this Agreement shall be for such time as ARPA funding is available ~~by the County. The County has until the end of 2024 to obligate the ARPA funding for these projects.~~

Section IX. Administration.

A. Each party shall be responsible for the actions of its own employees or officers while such employees or officers are engaged in work associated with the Projects.

IN WITNESS WHEREOF, the County and MLMD have caused this Agreement to be executed by their respective names and duly authorized representatives as authorized by a resolution duly passed by the governing body of the party.

FOR SAUK COUNTY

FOR MIRROR LAKE MANAGEMENT DISTRICT

Brent Miller, County Administrator

Date: _____

Mark Blakeslee, Chair of MLMD

Date: _____

