

AGREEMENT BETWEEN THE VILLAGE OF KRONENWETTER AND KIM D. MANLEY, INDEPENDENT MANLEY – INTERIM VILLAGE ADMINISTRATOR

This Independent Contractor Agreement is made effective June ____, 2023, by and between the Village of Kronenwetter (the “Village”), of 1582 I-39 Frontage Road, Kronenwetter, Wisconsin 54455, and Kim D. Manley (the “Manley”), of W5716 Gorman Road, Rio, Wisconsin 53960. In this Agreement, the party who is contracting the services shall be referred to as “Village” and the party who is providing the services shall be referred to as “Manley”.

- 1.) **DESCRIPTION OF SERVICES.** Beginning at the execution of the agreement Manley will provide the following services:

Interim Village Administrator

- 2.) **PAYMENT FOR SERVICES.** The Village will pay compensation to Manley for the Services.

Payments will be made as follows and submitted every two weeks for payment:

\$75.00 per hour worked

\$125.00 Daily Per Diem

Mileage Paid at Current Federal Rate per Mile

No other fees and/or expenses will be paid to Manley, unless such fees and/or expenses have been approved in advance by the appropriate individual or by the Village Board. Manley has sole responsibility for any and all taxes, contributions, insurances or other tax applicable to this compensation.

Manley shall submit bi-weekly hours worksheet to the Village President prior to compensation from the Village. In the Village President’s absence, the Village Clerk shall review and sign prior to compensation by the Village.

- 3.) **RELATIONSHIP OF PARTIES.** It is understood by the parties that Manley is an independent Contractor with respect to the Village and not an employee of the Village. Manley will not nor does qualify for any employee related benefits such as insurances, vacations, or any other employee benefit.

The Village has no right to inquire about the Manley’s other activities or contracted services.

- 4.) **VILLAGE’S CONTROL.** The Village will allow Manley to perform her work. The Villages’ only concern is the result of that she performs the role of Village Administrator in a professional manner with the interest of the Village as top priority. To ensure the Village is informed Manley will communicate as needed to the Village President, Village Board and/or other appropriate staff.

- 5.) **PROFESSIONAL CAPACITY.** Manley is a professional who will use her knowledge, education and experience to best perform the necessary services. The Village shall not instruct how to work

regarding the services being performed unless it pertains information needed for Manley to complete a specific project or activity.

- 6.) **PERSONNEL / POLICY.** If directed by the Village Board Manley will assist in any personnel matter or creation of policy.
- 7.) **LOCATION ON PREMISES.** The Village will provide Manley with the necessary tools to perform the work in which she has been hired to do. Manley does not own, maintain or agrees to not remove any of the items provided by the Village.
- 8.) **DAYS & HOURS OF WORK.** Manley will be available Monday, Tuesday and Wednesday of each week. Meeting attendance, other than Village Board meetings, will be on an as needed basis. Manley anticipates to work 8 hours or more per day depending on the amount of work that needs to be accomplished. Manley notes that this may have to be amended as needed.
- 9.) **CONTRACT AMENDMENT/TERMINATION.** This contract cannot be modified or terminated without the consent of both parties evidenced by signature to the addendum. This contract supersedes and replaced any previous contract between the Village and Manley. As a courtesy to both parties a two weeks' notice would be desired but it is understandable if that is not achievable.
- 10.) **NEW ADMINISTRATOR.** Manley understands that the Village will continue to seek a full-time Administrator and that would terminate this contract prior to the timeframe being included within this contract. The Village must give Manley a two-week notice prior to the start of the full-time Administrator.
- 11.) **CONFIDENTIALITY.** Manley may have access to proprietary, private and/or otherwise confidential information of the Village. Confidential information shall mean any information and/or all non-public information which constitutes, relates or refers to the financial, investments, or operational information of the Villages. Manley will protect such information and treat it as strictly confidential. Upon termination of this agreement any and all confidential information shall be returned to the Village.
- 12.) **INSPECTION OF WORK.** The Village has or retains the right to direct and/or inspect the work as it is being performed. Manley shall maintain a line of communication with the Village President at all times.
- 13.) **HOLD HARMLESS.** The Village will hold harmless Manley for any and all work performed in good faith on the Village's behalf. Proof of insurance will be provided by Manley.

Manley will hold harmless the Village and treat the directives given in good faith between the parties.

14.) **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

15.) **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Wisconsin.

This Agreement shall be effective upon the date in which it is executed by both parties and extend through October 31, 2023.

Executed this _____ day of _____, 2023.

VILLAGE OF KRONENWETTER

CONTRACTOR

Chris Voll, Village President

Kim D. Manley

WITNESS:

Bobbi-Jo Birk-LaBarge