

SERVICE AGREEMENT BETWEEN THE VILLAGE OF KRONENWETTER AND DANIEL R. MAHONEY

This Service Agreement is made effective _____, 2023, by and between the Village of Kronenwetter (hereinafter referred to as the "Village"), 1582 I-39 Frontage Road, Kronenwetter, Wisconsin 54455, and Daniel R. Mahoney (hereinafter referred to as "Mahoney"), 1931 Ashford Drive, Plover, Wisconsin 54467

Terms of the Agreement shall be as follows:

1. Description of Services:

Mahoney shall temporarily provide remote Village Administrator services via phone and/or email to the Village President and staff of Kronenwetter.

2. Payment for Services:

The Village will compensate Mahoney for the provision of Administrator services as follows:

- A. The Village shall compensate Mahoney \$200 for the month of November and \$200 for the month of December 2023, for phone and/or email services provided to Village of Kronenwetter staff and/or the Village President.
- B. Mahoney's hours worked shall not exceed 20 hours per month.
- C. Mahoney will not be required to provide office hours to Kronenwetter.
- D. The Village shall compensate Mahoney for services rendered during the month of November by December 8, 2023. The Village of Kronenwetter shall compensate Mahoney for services rendered by the month of December by December 29, 2023.
- E. Mahoney shall submit a worksheet detailing hours worked for the month of November and December. Each worksheet will be provided to the Village Treasurer prior to compensation from the Village.
- F. No other fees and/or expenses will be paid to Mahoney unless such fees and/or expenses have been approved in advance by the Village President and/or the Village Board. Mahoney has sole responsibility for any and all taxes, contributions, insurances, or any other tax applicable to this compensation.

3. Relationship of Parties:

It is understood by the Village and Mahoney that Mahoney is an independent contractor with respect to the Village and is not an employee of the Village. Mahoney shall not qualify for any employee related benefits such as insurance, vacation pay, or any other employee benefit.

The Village shall have no right to enquire about Mahoney's other activities or contracted services.

4. Term of Agreement

This Agreement shall commence on _____, 2023 and shall terminate on December 30, 2023.

5. Days and Hours of Work:

The Village and Mahoney agree that Mahoney will work remotely and not more than 20 hours per month, beginning on, or about, November 1, 2023. Mahoney will be available for phone calls and/or emails from Village staff and the Village President, generally Monday through Friday of each week.

6. Professional Conduct:

Mahoney shall provide services to the Village in a professional and business-like manner and shall act in accordance with all Federal, State and local laws, regulations, rules, and ordinances. Mahoney will always endeavor to uphold and preserve the reputation of the Village.

7. Cooperation and Conduct:

The Village and its representatives shall always act and communicate with Mahoney in a professional manner, will provide its full cooperation to Mahoney, and will comply with all Federal, State, and local laws, regulations, rules, and ordinances, including anti-discrimination laws, regulations, rules, and ordinances.

8. Contract Amendment/Termination:

This contract cannot be modified or terminated without the consent of both parties as evidenced in writing, including signatures by both parties.

9. Confidentiality:

Mahoney may have access to proprietary, private, and/or otherwise confidential information regarding Village business. Confidential information shall mean any information and/or all non-public information which constitutes, relates, or refers to economic development, financial, investments, or operational information of the Village. Mahoney shall 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.

10. Inspection of Work:

The Village has and retains the right to direct and/or inspect the work as it is being performed. Mahoney shall maintain a line of communication with the Village President at all times.

11. Hold Harmless and Indemnity:

The Village shall hold harmless, indemnify, and defend Mahoney for any and all work performed in good faith on the Village's behalf.

Mahoney shall hold harmless and indemnify and treat the directives in good faith between the parties.

12. No Assignment:

Neither Party may assign this Agreement without the written consent of the other party

13. Entire Agreement:

This Contract contains the entire agreement between the parties and supersedes all prior discussions and negotiations between them. This Agreement may only be amended by a written contract signed by both parties.

14. Severability:

If any provision of this Agreement shall be held invalid or unenforceable for any reason by a court of law, 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.
Executed this ___ day of _____, 2023.

VILLAGE OF KRONENWETTER

CONTRACTOR

Chris Voll, Village President

Daniel R. Mahoney