

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

This Service Agreement is made effective January ____, 2024, 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 mentoring services to the Village of Kronenwetter Administrator. Mentoring services shall include, but not be limited to, discussion regarding Wisconsin State Statutes, Village of Kronenwetter Ordinances, Human Resource procedure, economic development procedures, Tax Increment Finance District regulations and procedures, planning and zoning procedures, Village finance and budget procedures, sewer and water utility items, Police and Fire department interactions, employee interactions, interactions with the public, capital improvement planning, transportation planning, and intergovernmental relations.

2. Payment for Services:

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

- A. The Village shall compensate Mahoney at the rate of \$75.00 per hour worked.
- B. The Village shall compensate Mahoney for mileage. Mileage reimbursement shall be paid according to current Federal Reimbursement Rate per mile.
- C. The Village shall compensate Mahoney on a monthly basis.
- D. Mahoney shall submit monthly invoices detailing days and hours worked. Such invoices shall be submitted to the Village Clerk prior to compensation from the Village.
- E. 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 January ____, 2024 and shall terminate on July 1, 2024, unless an extension for additional service is approved by the Village of Kronenwetter Board.

5. Days and Hours of Work:

Mahoney will meet with the Administrator one (1) to two (2) times per week, beginning January 22, 2024. Mahoney will provide two (2) to four (4) hours of mentoring services to the Administrator each time Mahoney and the Administrator meet.

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. Work Space and Equipment Provisions:

The Village shall provide Mahoney with the proper tools to perform the work for which he has been hired to perform. All equipment and supplies provided by the Village will remain Village equipment and Mahoney shall not remove any equipment or supplies provided by the Village.

9. 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.

10. 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.

11. 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.

12. 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.

13. No Assignment:

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

14. 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.

15. 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.

16. 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 January, 2024.

VILLAGE OF KRONENWETTER

CONTRACTOR

Chris Voll, Village President

Daniel R. Mahoney