

**RESOLUTION 2022-34
(5/3/22)**

RESOLUTION BY THE ADMINISTRATION, PERSONNEL, POLICY AND LEGAL COMMITTEE OF THE VILLAGE OF STURTEVANT AUTHORIZING ENTERING INTO AN AGREEMENT FOR A COMPREHENSIVE STUDY WITH THE GOAL OF ENHANCING SHARED SERVICE RELATIONSHIP BETWEEN THE SOUTH SHORE FIRE/EMS (VILLAGES OF MT. PLEASANT AND STURTEVANT) AND EXPLORING A POSSIBLE CONSOLIDATION WITH THE VILLAGE OF CALEDONIA FIRE/EMS DEPARTMENT.

WHEREAS, the Villages of Caledonia, Mount Pleasant and Sturtevant issued a Request for Proposals for a Study for Shared Services Models for Fire/EMS services; and

WHEREAS, five proposals were received in response to this request; and

WHEREAS, an evaluation team comprised of two members from each village and one member from the county met to evaluate and rate these proposals resulting in interviews of the two top scoring firms; and

WHEREAS, the evaluation team, after rating and interviewing, unanimously chose McMahon Associates, Inc, as the firm to perform this study; and

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the funds for said purchase shall be taken from account #101-51990-390 from the 2022 Budget.
2. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 3rd day of May 2022.

Village of Sturtevant

By 
Michael Rosenbaum, President

Attest 
Cheryl Zamecnik, Village Clerk

AGREEMENT
For PROFESSIONAL SERVICES

Villages of Mount Pleasant, Sturtevant and
Caledonia
8811 Campus Drive
Mount Pleasant, WI 53406

Date: April 26, 2022

McM. No. M0630-04-22-00310

PROJECT DESCRIPTION:

McMahon will perform the Feasibility study for shared Fire and EMS Services as described in the RFP dated February 28, 2022 and the McMahon Proposal dated March 25, 2022 for the Villages of Mount Pleasant, Sturtevant, and Caledonia.

SCOPE OF SERVICES:

McMahon Associates, Inc. agrees to provide the following Scope of Services for this project:

- Project Planning Meeting with Client.
- Initial Assessments and Observations.
- Continued Assessment, Documentation, Interviews & Observations.
- Project Status Meeting with Client.
- Analysis, Performance Review and Recommendations. Followed with a recommendations meeting with client.
- Document preparations and review.
- Draft report review meeting with client.
- Presentation to the Villages.

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Scope of Services and fee is based upon the understanding that the Owner will provide the following:

- A single source contact with each Village whom all communication is to occur.
- Timely assistance with documentation requests

The Villages of Mount Pleasant, Sturtevant, and Caledonia agree that the Project Description, Statement of Understanding, Scope of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc. However, nothing shall prevent the Villages from releasing any document related to this Agreement pursuant to Wis. Stat. §19.35, et. seq (hereinafter referred to as "the Wisconsin Open Record's Law"). The Villages, in their sole discretion, will determine whether any document related to this Agreement, including this Agreement, shall be made available to a requester under the Wisconsin Open Records Law and shall inure no liability to McMahon for such decisions to disclose pursuant to an open records request.

COMPENSATION: (Does Not Include Permit or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following compensation:

- Rates Per Attached Fee Schedule
- Lump Sum: **\$43,500**
- Other:

COMPLETION SCHEDULE:

McMahon Associates, Inc. agrees to complete this project as follows:

- This project will take approximately five (5) months to complete.
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ACCEPTANCE:

The General Terms & Conditions and the Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMahon Associates, Inc. Is Hereby Authorized To Proceed With The Services.

This Agreement Confirms Our Written Proposal, Dated: March 25, 2022

This Agreement Confirms Our Verbal Estimate Given On: _____

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

Village of Mount Pleasant

By: _____

Dave DeGroot

Title: Village President

Date: _____

McMAHON ASSOCIATES, INC.

Neenah, Wisconsin

By: _____

Jeffrey R. Roemer

Title: Public Safety Manager

Date: April 26, 2022

Village of Mount Pleasant

By: _____

Stephanie Kohlhagen

Title: Village Clerk

Date: _____

Village of Sturtevant

By: 

Mike Rosenbaum

Title: Village President

Date: 5-24-22

Village of Sturtevant

By: 

Cheryl Zamecnik

Title: Village Clerk

Date: 5-24-22

Village of Caledonia

By: _____

Jim Dobbs

Title: President

Date: _____


ACCEPTANCE:

The General Terms & Conditions and the Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMahon Associates, Inc. Is Hereby Authorized To Proceed With The Services.


- This Agreement Confirms Our Written Proposal, Dated: March 25, 2022
- This Agreement Confirms Our Verbal Estimate Given On: _____

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.


Village of Mount Pleasant

By: 
Title: Dave DeGroot
Title: Village President
Date: 5/24/2022

**McMAHON ASSOCIATES, INC.
Neenah, Wisconsin**

By: 
Title: Jeffrey R. Roemer
Title: Public Safety Manager
Date: April 26, 2022

Village of Mount Pleasant

By: 
Title: Stephanie Kohlhagen
Title: Village Clerk
Date: 5/24/2022

Village of Sturtevant

By: _____
Title: Mike Rosenbaum
Title: Village President
Date: _____

Village of Sturtevant

By: _____
Title: Cheryl Zamecnik
Title: Village Clerk
Date: _____

Village of Caledonia

By: _____
Title: Jim Dobbs
Title: President
Date: _____

Village of Caledonia

By:



Joslyn Hoerrert

Title:

Village Clerk

Date:

5/9/22

Please Return Our Copy For Our Records

Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
PH 920-751-4200 • FX 920-751-4284 • WWW.MCMGRP.COM



McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the each Village (hereinafter referred to collectively as the 'Owner') monthly with net payment due in 30-days. Each Village agrees that it is responsible for a portion of the lump sum in the following amounts: Village of Mount Pleasant-\$19,250.00, Village of Caledonia-\$19,250.00, Village of Sturtevant-\$5,000.00 Each monthly invoice will reflect 25% of the apportioned lump sum provided for in this Agreement, with the final invoice submitted upon project completion. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.

2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation.....	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury.....	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
9. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
10. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
12. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.