

PUBLIC INFORMATION CONSULTING AGREEMENT

By and Between

THE CITY OF RACINE, WISCONSIN

And

RACINE AREA MANUFACTURERS AND COMMERCE

This agreement is made and entered into by and between the City of Racine, Wisconsin, hereinafter referred to as "Client," and Racine Area Manufacturers and Commerce doing business in Wisconsin, hereinafter referred to as "RAMAC."

WITNESSETH:

Now therefore, in consideration of the mutual promises, agreements, understandings and undertakings hereinafter set forth and good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I: SCOPE OF SERVICES TO BE PROVIDED BY AGENT OF RAMAC

Under the general supervision of the Mayor, RAMAC will assign agent to perform technical and administrative duties in directing, planning, developing and implementing public information strategies using all aspects of public education, public relations, public involvement and media relations.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by said agent, only a representative summary of his/her primary duties and responsibilities:*

- Coordinate, conduct and oversee all press conferences with all media sources.
- Develop, implement and maintain an effective public information program for the city organization and its departments.
- Prepare, review and edit letters, speeches, memoranda, proclamations and resolutions, calendars and press releases; develop and prepare city newsletters and articles for general public information.
- Provide Mayor with support/information on issues of interest to the media; assist departments and the Mayor's office in responding to media inquiries and in promoting city programs, services, events and policies.
- Develop communication plans for various city campaigns, both internally and externally, including marketing.
- Work with information specialists on the development and maintenance of city web sites.
- Develop, implement and maintain city presence on cable television access channel.
- Work with departments on media and protocol training/advice.
- Draft public service announcements.
- Design, develop, organize and control the communication of the City's vision, values and central themes and messages to internal and external audiences.

- Act as the primary contact person for all media inquiries and to respond to questions that arise from media releases.
- Plan, lead, organize and control print, web and TV media so as to enhance the City's image and communicate City issues, actions and services.
- Perform other duties as designed or required.

ARTICLE II: DURATION OF SERVICES

RAMAC shall provide consulting services, to begin on February 1, 2010 and conclude on December 31, 2010. RAMAC shall provide a minimum of 900 hours of consulting services during said term, giving due regard to the needs of the Client. If Client requests that RAMAC provide consulting services in excess of 900 hours during the period described in this Article, a written amendment to this Agreement must be executed for the additional services requested. Either party may terminate this Agreement at any time for any reason whatsoever or for no reason at all, upon giving thirty (30) days written notice to the other party.

ARTICLE III: COMPENSATION

RAMAC agrees to provide the services described above for the fixed price and flat fee of \$25,000, payable as follows: Client shall make 11 equal payments, on the 15th day of each month, to begin on February 1, 2010 and to conclude on December 31, 2010, each payment in the amount of \$2,273.00 made payable to RAMAC.

ARTICLE IV: HOURLY SERVICES, COUNTABLE HOURS AND NOTICE

RAMAC shall keep a log of all hours spent in consultation on behalf of Client. Hours shall be recorded in tenths of hours spent, (ex. one hour and thirty minutes shall be reflected as 1.5) and RAMAC shall inform Client each month of total hours spent in consultation and communication on behalf of Client during such month. Countable hours shall include all time spent in consultation with Client, Client's employees, and any third parties on the Client's behalf. Hours spent driving within the State of Wisconsin shall not be considered countable hours against the maximum allotted hours in Articles I and II above.

ARTICLE V: INDEPENDENT CONTRACTOR

Independent Contractor – The agent employed by RAMAC is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the Client. The manner in which RAMAC's services are rendered shall be within RAMAC's sole control and discretion. RAMAC is not authorized to speak for, represent, or obligate the Client in any manner without the prior express written authorization from an officer of the Client.

Taxes – RAMAC shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of RAMAC's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Client on behalf of RAMAC. RAMAC's agent understands that s/he is responsible to pay, according to law, all applicable taxes.

Benefits – Neither RAMAC nor its agent will be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the Client. No worker’s compensation insurance shall be obtained by Client covering RAMAC.

ARTICLE VI: GOVERNING LAW

This agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin. If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney’s fees and expert’s fees, of all parties incurred in any dispute which is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

ARTICLE VII: WAIVER

No failure to exercise, or delay in exercising, any right, power or remedy on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any further exercise thereof or the exercise of any other right, power, or remedy.

ARTICLE VIII: EXECUTION AUTHORITY

Client and RAMAC each certify that they have the authority under their respective organizational structure and governing laws to execute this Agreement.

Dated this _____ day of _____ 2010.

On Behalf of RAMAC

Dated this _____ day of _____ 2010.

John Dickert, Mayor
City of Racine

Janice Johnson-Martin, Clerk
City of Racine

Approved as to form:

Robert K. Weber, City Attorney
City of Racine