

# CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (Agreement) dated as of the First day of January 2020, (Effective Date), by and between **Wisconsin Diversified Investments, LLC** (Consultant) and the **Racine County Economic Development Corporation** (RCEDC).

## WITNESSETH

Whereas, RCEDC serves as the county-wide economic development organization established to assist with supporting and coordinating economic development and redevelopment activities; and

Whereas, the City of Racine (City) and RCEDC have enjoyed a long-term partnership to accomplish development and redevelopment wishes to have RCEDC serve as its fiscal and administrative agent in procuring the engagement of the Consultant in order to provide certain professional consulting services necessary to assist the City; and

Whereas, the Consultant is willing to provide the technical assistance to the City; and

Whereas, RCEDC and City agree that RCEDC will serve as fiscal agent for the agreement and will receive and process any and all invoices and payments and will fully administer the Agreement, while the City shall be responsible to fully reimburse RCEDC for all costs paid out under the Agreement and its designated executive staff shall direct the efforts of the Consultant under the terms of the Agreement.

Now therefore, in consideration of the mutual covenants as set forth below and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Services.** During the term (defined below), upon the terms and conditions as set forth in this Agreement, the Consultant shall perform or furnish the services as listed below:
  - a. Report directly to the Mayor of the City of Racine;
  - b. Serve as the City of Racine's Chief Innovation Officer;
  - c. Anticipate, plan and execute innovative opportunities available to the City in a time of dynamic and fast-paced economic change;
  - d. Plan, design and manage a Smart City program in conjunction with the Mayor, City Departments, and other partners in the public and private sectors;
  - e. Identify funding sources through private, state and federal programs that increase opportunities for City residents and businesses;

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- f. Coordinate activities with major manufacturers moving to the region as it relates to the City and its interplay with County, State and Federal partners;
  - g. Advise on the implementation of Federal Opportunity Zones and Opportunity Funds within the City;
  - h. Advise on workforce training opportunities for the City relevant programs and funding sources; and
  - i. Promote and engage the City on policies and initiatives that expand opportunities, foster and execute innovation, and make Racine the Community of Choice for economic activity in the area.
2. **Confidentiality.** The Consultant agrees to execute the RCEDC confidentiality agreement (attached).
3. **Non-Compete.** The Consultant shall not directly or indirectly engage in any business or activity which competes with the business of the City of Racine during the term of the Agreement and three (3) months after the termination of the Agreement within a forty (40) mile radius of the City of Racine.
4. **No Conflict of Interest.** During the term of the Agreement, the Consultant will not accept work, enter into an agreement, or accept an obligation, inconsistent or incompatible with Consultant's obligations, or the scope of services rendered for the City of Racine, under this Agreement.
5. **Compensation for Services.** In consideration for the provision of the services as set forth herein, RCEDC shall pay the Consultant a monthly fee (Fee) of \$11,000. The fee will be payable upon invoice receipt by RCEDC.
6. **Term.** This Agreement shall commence as of the Effective Date and continue for 12-months; provided however, that the Consultant or RCEDC (on behalf of the City) may terminate this Agreement at any time upon not less than 60 days written notice to the other party.
7. **Independent Contractor.** The Consultant is acting as an independent contractor, and the manner and means of conducting the technical assistance detailed above. RCEDC acknowledges and agrees that the Consultant is free to perform services for any other person or business during the Term of this Agreement so long as such services do not preclude or conflict with the performance of services required by this Agreement.

The Consultant shall be solely responsible for paying all taxes with respect to amounts paid to the Consultant for the technical assistance, including US and Wisconsin income taxes, social security taxes, federal unemployment taxes and state unemployment taxes. The

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Consultant shall be solely responsible for complying with any withholding requirements related to such taxes. RCEDC will issue the consultant a 1099 for all payments made to the consultant pursuant to this Agreement. The Consultant shall not be entitled to participate in any employee benefit plans of RCEDC or of the City.

8. **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing. Notices shall be sent by commercial courier, certified mail or e-mail, addressed as follows:

**Consultant:** Wisconsin Diversified Investments, LLC, attention William Martin, 500 College Avenue, Racine, WI 53403; email: [William.Martin@WIDiversified.com](mailto:William.Martin@WIDiversified.com)

**RCEDC:** RCEDC, attention Jenny Trick, 2320 Renaissance Boulevard, Sturtevant, WI 53177; email: [JTrick@RCEDC.org](mailto:JTrick@RCEDC.org) and [LBeauchesne@RCEDC.org](mailto:LBeauchesne@RCEDC.org)

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

**Consultant:** Wisconsin Diversified Investments, LLC, attention William Martin, 500 College Avenue, Racine, WI 53403; email: [William.Martin@WIDiversified.com](mailto:William.Martin@WIDiversified.com)

**RCEDC:** RCEDC, attention Jenny Trick, 2320 Renaissance Boulevard, Sturtevant, WI 53177; email: [JTrick@RCEDC.org](mailto:JTrick@RCEDC.org) and [LBeauchesne@RCEDC.org](mailto:LBeauchesne@RCEDC.org)

**IN WITNESS WHEREOF**, the parties have caused their respective duly authorized representatives to execute and deliver this Agreement.

**RACINE COUNTY ECONOMIC  
DEVELOPMENT CORPORATION**

**WISCONSIN DIVERSIFIED  
INVESTMENTS, LLC**

By:  
Effective Date: 1/1/20

By:  
Effective Date: 1/1/20

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Jenny Trick, Executive Director

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William Martin, CEO