

AGREEMENT FOR MARKETING AND PLANNING SERVICES  
2017 MANITOWOC FARMERS MARKET

This Agreement ("Agreement") is entered into by the City of Manitowoc, Wisconsin, a municipal corporation ("City"), 900 Quay Street, Manitowoc Wisconsin 54220-4543, and Amber L. Daus ("Contractor"), 108 Riverview Drive, Manitowoc, Wisconsin 54220, for Marketing and Planning Services for the 2017 Manitowoc Farmers Market ("Market").

In consideration of the covenants and agreements set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Contractor hereby agree as follows:

Section 1. Scope of Services. With respect to the Market, the City authorizes the Contractor to prepare for the 2017 Market by providing the following marketing and planning services:

- a. Facilitate stakeholder meetings designed to select a new location or arrangement for the Tuesday afternoon Market. This process may include multiple meetings and shall include the exploration of multiple alternatives and a consensus-based process for selecting the preferred solution. Present the proposed solution to the Community Development Director for review and approval.
- b. Take necessary steps, with City assistance, to prepare for implementation of the selected Tuesday afternoon Market arrangement or location.
- c. Conduct meetings, in coordination with the Community Development Director, with Market vendors to obtain feedback and to gauge support for 2017 Market initiatives.
- d. Prepare plans for marketing of the 2017 Market season including various forms of publicity, advertising, database updates, and handouts, and begin implementing the marketing plan.
- e. Review vendor applications and prepare 2017 vendor stall assignments. The City will provide GIS mapping assistance.
- f. Arrange for 2017 Market season logistics including picnic tables, trash receptacles, and portable restrooms.
- g. Identify alternative structures and funding sources for the future management of the Market. Such structures and funding shall consider all key stakeholders and help ensure the long term sustainability of the downtown Farmers Market. Present the proposed solution to the City for review and approval.

Section 2. Compensation. The City agrees to provide the Contractor the sum of \$4,544.00 (the "Payment") for all services rendered under this Agreement. Services shall be rendered beginning on the effective date of this Agreement and be completed by May 31, 2017. Note that the term of this Agreement may overlap with the term of the

Market Manager Agreement, as the duties under both Agreements occur in the month of May. The Payment will be payable to the Contractor as follows:

<u>Date of Payment</u>	<u>Payment Amount</u>
March 2, 2017	\$1,136.00
April 7, 2017	\$1,136.00
May 5, 2017	\$1,136.00
June 2, 2017	\$1,136.00

The Contractor is an independent contractor under this Agreement, and is expressly and solely responsible for compliance with all federal and state wage and income tax laws and regulations, as well any other applicable federal, state and local employment laws.

Section 3. Notice and Right to Cure. A material default or material breach of this Agreement shall be defined as the failure of the parties to perform any material term, covenant, condition, warranty or promise of this Agreement required to be performed by the City or the Contractor.

In the event of any breach of this Agreement or any of its terms or conditions by either the City or the Contractor, such party shall, upon written notice from the other, proceed immediately to cure or remedy such breach, and in any event shall cure any such default or breach within 10 consecutive calendar days of the receipt of such notice, if such breach is of a nature that can be reasonably cured within such 10 day period. If such breach is of a nature that cannot be reasonably cured within such 10 day period, such party shall have commenced such cure and shall be diligently pursuing the same. In the case such action is not taken or is not diligently pursued, the aggrieved party may have available the remedies provided for herein, however, it is expressly agreed that a breach of this Agreement shall not entitle the parties to terminate this Agreement.

A notice, demand or other communication hereunder shall be deemed to have been sufficiently given by any party to another party under this Agreement when personally delivered, sent electronically, mailed by first class or registered or certified mail, postage prepaid, addressed to the City or the Contractor, as the case may be, and:

- (a) In the case of the Contractor, address to or delivered personally to:  
Amber L. Daus  
108 Riverview Drive  
Manitowoc Wisconsin 54220
- (b) In the case of the City, address to or delivered personally to:  
City of Manitowoc  
ATTN: Community Development Director  
900 Quay Street  
Manitowoc Wisconsin 54220-4543

The above addresses may be changed at any time by the parties by notice given in the manner provided above. The parties further agree that electronically reproduced signatures such as by email are valid for execution or amendment of this Agreement, and that electronic transmission is an authorized form of notice as that term is used in this Agreement.

Section 4. No Liability to the City. The City shall have no obligation or liability to any third party under contract or retained by the Contractor in the performance of the Contractor's obligations and responsibilities under this Agreement. The Contractor specifically agrees that no representations, statements, assurances, or guarantees will be made by the Contractor to any third party or by any third party which is contrary to this provision.

Section 5. Relationship of Parties. Nothing in this Agreement nor any act of the Contractor or the City shall be deemed or construed to create any relationship of third party beneficiary, of employee or employer, of principal or agent, of limited or general partners, of joint venture, or of any association whatsoever between the parties hereto.

Section 6. Inspection of Records. The City shall have the right to inspect any and all records, contracts, financial statements, ledgers or written documents which relate to and are generated by the responsibilities and obligations of the Contractor hereunder, and which are expressly related to this Agreement. The Contractor shall provide all records to the City at the termination of this Agreement before final payment is rendered. All work done under this agreement shall be the property of the City.

Section 7. Amendments. This Agreement can only be modified or changed in writing if executed by the City and the Contractor.

Section 8. Applicable Law. This Agreement shall be deemed to have been made in Manitowoc County, Wisconsin, and shall be governed by, construed under, and enforced in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly to this Agreement, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin.

Section 9. Date. This Agreement shall be dated, effective and binding as of the date of the last execution.

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CONTRACTOR

CITY OF MANITOWOC, WISCONSIN

\_\_\_\_\_  
Amber L. Daug

\_\_\_\_\_  
Justin M. Nickels, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Hudon, City Clerk

\_\_\_\_\_  
Date

STATE OF WISCONSIN       )  
  )ss.  
MANITOWOC COUNTY       )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the above signed Amber L. Daug, to me known who executed the foregoing instrument in her individual capacity.

\_\_\_\_\_  
Notary Public  
Manitowoc County, Wisconsin  
My Commission (expires)(is)\_\_\_\_\_

STATE OF WISCONSIN       )  
  )ss.  
MANITOWOC COUNTY       )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the above signed Justin M. Nickels and Jennifer Hudon, to me known who executed the foregoing instrument and to me known to be such Mayor and City Clerk of the City of Manitowoc, Wisconsin, a Wisconsin Municipal Corporation, and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

\_\_\_\_\_  
Notary Public  
Manitowoc County, Wisconsin  
My Commission (expires)(is)\_\_\_\_\_

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