



CONSULTANT AGREEMENT

This agreement is made and entered into this 28th day of April, 2021, by and between Heart of the Valley Metropolitan Sewerage District, whose address is 801 Thilmany Road, Kaukauna, WI 54130, hereinafter referred to as “The Client” and Leonard & Finco Public Relations, Inc., whose Federal Identification Number is 39-1731464, and whose mailing address is 1039 West Mason Street, Green Bay, WI 54303, hereinafter referred to as “The Consultant” pursuant to the following conditions and covenants:

1. The Client hereby retains the consulting services of The Consultant for the purposes of providing public relations services as required by The Client. **The services are outlined in the Heart of the Valley Metropolitan Sewerage District Interceptor Project PR Proposal Plan** (attached). The Consultant agrees to use its best efforts to provide the services requested by The Client hereinunder.

2. Said services shall begin upon signing of all parties.

3. Satisfactory completion of this contract shall be subject to the acceptance of the services by designated representatives of The Client. Satisfactory performance shall result in full payment being made to The Consultant.

4. The Consultant shall report directly to Brian Helminger, District Director or in his absence, others that may be designated later. All services to be performed by The Consultant shall be authorized in advance by one of the persons designated in this paragraph.

5. The Client agrees to pay Leonard & Finco Public Relations, Inc. for such authorized services as outlined in the **Heart of the Valley Metropolitan Sewerage District Interceptor Project PR Proposal Plan** (attached), not to exceed \$35,000 on an annual basis. If the Client authorizes additional or proposed optional tactics, the additional budget will be agreed upon prior to starting work. The Consultant shall submit a monthly invoice via email to The Client. Full payment shall be made within 30 days of receipt of the invoice of The Consultant.

6. The Client shall be responsible for payment of any costs involving the production of materials. These charges will be billed to The Client through The Consultant’s normal billing process.

7. This agreement may not be assigned by either party for any reason without prior written consent of all parties involved.

8. This agreement may be terminated upon 30-days notice to the other party at their place of business. In the event of termination, payment of reasonable value for services rendered will be paid to The Consultant.

9. If any provision of this agreement is deemed to be unenforceable, that provision shall be severed from the rest of the agreement, which shall remain in effect as if the provision had not been included.

10. In performing under this agreement, The Consultant shall act at all times as an independent contractor. Nothing contained herein shall be construed so as to create a partnership, joint venture, the relationship of principal and agent, or the relationship of employer and employee between The Client and The Consultant.

IN WITNESS WHEREOF the parties have hereto set their hands on the day and year first written above.

By: _____
Brian Helminger
District Director
Heart of the Valley Metropolitan
Sewerage District



Susan M. Finco
President
Leonard & Finco Public Relations, Inc.