

CAR 25 CONSULTING AGREEMENT

By and Between

THE CITY OF RACINE, WISCONSIN and

SOURA FILMS, LTD.

This Agreement is made and entered into by and between the City of Racine, Wisconsin, hereinafter referred to as “Client,” and Soura Films, Ltd., by Sandy Petrykowski, its Vice President doing business in Wisconsin, hereinafter referred to as “Soura Films, Ltd.”

WITNESSETH:

Now therefore, in consideration of the mutual promises, agreements, understandings and undertakings hereinafter set forth, Client hereby engages Soura Films, Ltd., an independent contractor that will provide the services of Sandy Petrykowski, its Vice-President, as a consultant to perform the services set forth herein and Soura Films, Ltd. hereby accepts such engagement.

ARTICLE I: SCOPE OF SERVICES PROVIDED

Under the general supervision of the Mayor, Sandy Petrykowski will work with Client’s MIS Director and staff of CAR 25 over the period of consultation to create a programming grid and oversee the development, shooting and editing of programs to air on CAR 25 with the objective of making CAR 25 a news and information destination channel for Racine residents. The parties hereto intend to showcase the people, places and events going on in the City by expanding the breadth of CAR 25’s content through live streaming and podcasting, with the goal of increasing viewership and diversifying the range of viewers.

PRIMARY DUTIES AND RESPONSIBILITIES

Following a 30-day period of research, evaluation and development of long-term planning, Petrykowski shall provide the following services over the duration of the contract period:

- Develop programming grid for CAR 25
- Submit recommendations for new equipment for CAR 25
- Develop and recommend new look, style and internet format for CAR 25 including: shooting, editing, reporting and graphics
- Develop, produce, shoot and edit feature stories about matters of public concern
- Produce period six-minute story segments

- Assist with CAR 25 productions when needed
- Make progress reports periodically to the Racine Common Council and Racine Cable Commission

ARTICLE II: DURATION OF SERVICES

Petrykowski, as an employee of Soura Films, Ltd., shall provide consulting services to begin on March 1, 2010 and to conclude on February 28, 2011. Petrykowski shall provide a maximum of 1,040 hours during said term, giving due regard to the needs of Client. If Client requests that Petrykowski provide additional services, hours, or production segments 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

Soura Films, Ltd. agrees to provide the services described above for the fixed price and flat fee of \$40,000, payable as follows: Client shall make twelve (12) equal payments, on the 15th day of each calendar month, to begin on March 15, 2010 and to conclude on March 15, 2011, each payment in the amount of \$3,333.33 made payable to Soura Films, Ltd.

In the event that Client terminates this Agreement prior to February 28, 2011, Client will, upon termination, make a final payment to Soura Films, Ltd. in an amount equal to the number of hours provided during the shortened term at the rate of \$38.46 per hour, less any amount previously paid by Client hereunder.

ARTICLE IV: REPORTING

Petrykowski shall keep a log of projects and/or time that may be reviewed by members of the Common Council upon request.

ARTICLE V: INDEPENDENT CONTRACTOR

Independent Contractor – Soura Films, Ltd., and Petrykowski as its Vice President, is engaged as a consultant/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 Soura Films, Ltd. and Petrykowski's services are rendered shall be within Soura Films, Ltd.'s and Petrykowski's sole control and discretion. Soura Films, Ltd. and Petrykowski are not authorized to speak for, represent, or obligate the Client in any manner without the prior express written authorization from the Mayor or his designee.

Taxes - Soura Films, Ltd. 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 Soura Films, Ltd.'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 Soura Films, Ltd. or Petrykowski. Soura Films, Ltd. understands that it is responsible to pay, according to law, Soura

Films, Ltd.'s taxes and Soura Films, Ltd. shall, when requested by Client, properly document to the Client that any and all federal and state taxes have been paid.

Benefits – Neither Soura Films, Ltd., Petrykowski, nor any agents or employees of Soura Films, Ltd., 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 Soura Films, Ltd. or Petrykowski.

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: FACILITIES

The City of Racine will provide full use of CAR 25 facilities to Petrykowski, including, but not limited to camera and lenses (format should be one of the following: mini dv, dv, HDV, P2 or SD cards), audio gear, lights, editing equipment (non-linear MacIntosh based editing software including but not limited to Final Cut/Final Cut Express), tapes/DVD's, etc. Any necessary training on equipment to be provided by CAR 25. Petrykowski reserves the right to use the equipment of Soura Films, Ltd. at her discretion. The parties hereto agree that Soura Films, Ltd. will provide its own liability insurance for any damage done to equipment owned by Soura Films, Ltd. in the course of its services, and shall hold Client harmless for same.

The City of Racine will also provide workspace of CAR 25 for Petrykowski, on an as-needed basis. Petrykowski may also work out of Soura Films, Ltd. or other offices at her discretion.

ARTICLE IX: EXECUTION AUTHORITY

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

Dated this _____ day of _____ 2010.

Sandy Petrykowski, Vice President
Soura Films, Ltd.

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