



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into as of the date of the last signature below ("Effective Date"), by and between the **VILLAGE OF MAMARONECK**, a municipal corporation of the State of New York, having offices at 123 Mamaroneck Avenue, Mamaroneck, New York 10543 ("Village"), and **BURCH**, 31 E. 8th St., Ste. 200, Holland, Michigan, 49423 ("Consultant") (collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS the Village wishes to enter into an agreement with the Consultant;

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Services.

a. Scope of Work.

Upon execution of this agreement, Consultant will provide professional communications support for the Village's brand communications, public relations, and message strategy of its community. This pertains specifically to the proposed NYSDOT U.S. Route 1 improvements.

See "APPENDIX A" for applicable billing rates.

(the rest of this page is intentionally omitted)

2. Term.

The term of this Agreement shall begin the date of execution of this Agreement for a term of one (1) year.

3. Termination.

a. Village Termination.

The Village may terminate this Agreement immediately if the Consultant commits a breach of any of the material obligations hereunder or if the Consultant fails to satisfactorily perform the services as detailed in the proposal attached to this Agreement, or for any reason or no reason, without penalty, with a written notice of ten (10) business days.

b. Consultant Termination.

The Consultant may terminate this Agreement for any reason or no reason, without penalty, upon three (3) months advance written notice to the Village. If the Consultant defaults in the performance of any material obligation under this Agreement, the Village shall provide written notice and the Consultant shall have ten (10) days to cure such default, unless the default cannot reasonably be cured in such period. The Village may pursue any remedy available at law or in equity if the Consultant fails to cure.

4. Compliance With All Laws.

The Consultant will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of the profession practicing in the same or similar locality at the time of performance, and in accordance with applicable local, state, and federal laws applicable to those services, including the Village of Mamaroneck Ethics Code. In particular, the Consultant represents that it is familiar with the prohibition against the acceptance of any gift by a Village officer or Designated Person set forth in Section 21-4(D) of the Code of the Village of Mamaroneck. The Consultant agrees not to offer any Village officer or Designated Person any gift prohibited by said Code Section. Making a prohibited offer or gift is a material breach of this Agreement by the Consultant and, in addition to any other remedies the Village may have in law or equity, is cause, in itself, for the Village to terminate this Agreement. The Consultant must secure and maintain, at its own cost, any applicable approvals, permits, and licenses necessary to perform the services required by the Scope of Services under this Agreement.

5. Compensation and Invoicing

Please see APPENDIX A”; total project cost not to exceed \$5,000.00.

6. Independent Contractor/No Agent

a. The relationship of the Consultant to the Village is and shall be at all times during this Agreement that of an independent contractor. As such, Consultant shall not be entitled to any rights or benefits applicable to the Village employees including, without limitation, vacation, sick, or administrative days; medical or dental benefits; life insurance or benefits; or pension benefits. The Consultant understands and agrees that because it is an independent contractor, the Village will not make any deductions from payment hereunder on account of federal or state income tax, social security, disability or unemployment insurance, or the like. The Consultant is solely responsible for payment of all governmental obligations arising in connection with this Agreement.

b. None of the Parties to this Agreement, nor any of their respective employees or independent contractors, are authorized or empowered to act as agent for any other party for any purpose and shall not on behalf of any other enter into any contract, warranty, or representation as to any matter, except as specifically allowed herein and limited to the narrowest construction thereof. No party shall be bound by the acts or conduct of another party. The Consultant covenants that it will not at any time represent itself, either directly or by implication, as an agent of the Village or as having authority to bind the Village.

7. No Interest.

The Consultant represents that it has no interest and will not acquire any interest, direct or indirect, that would conflict with the performance of the services to be rendered under this Agreement. The Consultant agrees to immediately inform the Village if any actual or potential conflict of interest arises during the term of this Agreement.

8. No Assignment.

The Consultant shall not transfer or assign any of its rights, interests or obligations under this Agreement or subcontract any of the services to be performed by it under this Agreement, without written approval from the Village. Any subcontractor engaged by the Consultant shall be subject to the same insurance and indemnification requirements as the Consultant.

9. Insurance.

The Consultant, at its own cost and expense, shall secure and maintain at all times during this Agreement the following minimum limits of insurance:

Workers' Compensation/ Employers' Liability	Statutory Limits
New York Disability	Statutory Limits
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage, including coverage for owned, non- owned and hired autos (to be stated on certificate)

Commercial General
in Liability

\$1,000,000 each occurrence and \$2,000,000
the aggregate for bodily injury,
personal and advertising injury, and
property damage, including
contractual liability (to be stated on
certificate)

Professional Liability

\$1,000,000 on a claims-made basis and in the
aggregate

Umbrella Liability

\$1,000,000

General Liability, Automobile Liability, and Excess/Umbrella Liability policies shall name the Village of Mamaroneck as an additional insured on a primary and noncontributory basis. Prior to the commencement of any services hereunder, the Consultant shall provide certificates of insurance and endorsements to the satisfaction of the Village. All insurance shall be provided with a minimum of thirty (30) days' written notice to the Village of cancellation, reduction of coverage or non-renewal of any such policy. All insurance policies must be open to inspection by the Village and copies of policies must be submitted to the Village's authorized representative upon written request.

Specific policy amounts required hereunder may be satisfied by reference to Consultant's excess or umbrella policies

11. Indemnification/ Hold Harmless.

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Village and each of their officers, officials, and employees from and against liability, damages, settlements, judgments, liens, fees, costs, and expenses (including reasonable attorneys' fees and disbursements) arising out of, resulting from or caused by the Consultant's acts, errors, or omissions in the performance of this Agreement or failure to comply with any of the provisions of this Agreement or the law.

Such costs and expenses shall include all those incurred in defending any underlying claim and those incurred in connection with the enforcement of this provision by way of cross-claim, third-party claim, declaratory action or otherwise. This provision shall survive the expiration or termination of this Agreement. In no event shall either Party to this Agreement be liable for any lost profits or revenue; loss of use or opportunity; loss of good will; costs of substitute facilities; cost of capital; or for any special, consequential, indirect, or punitive damages.

12. Non-Discrimination.

The Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in connection with or related to the performance of this Agreement.

13. No Damages.

The Consultant agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the Village or any of their officials, employees, agents or contractors, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the services.

14. No Waiver.

The failure of either party to enforce any of their rights hereunder or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against the other party, unless such a waiver is in writing.

15. Confidentiality.

The Consultant shall not, during or after the term of this Agreement, disclose any confidential or proprietary information of the Village to any third party, except as required by law or with the Village's express written consent.

16. Force Majeure.

Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure is due to events beyond its reasonable control, including but not limited to natural disasters, acts of war, or government action.

17. Records and Audit.

The Consultant shall maintain complete and accurate records of all services performed and related costs for a period of six (6) years from completion. The Village shall have the right to inspect and audit such records upon reasonable notice.

18. Notice.

Any notice required to be given under this Agreement shall be in writing and delivered by hand, certified mail, or recognized overnight courier to the addresses listed in the preamble of this Agreement, or to such other address as may be specified in writing.

19. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to conflict of law principles. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to or seeking enforcement of this Agreement shall be brought in the State of New York, County of Westchester.

20. Severability.

If any provision, or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every other provision, or part thereof, nevertheless shall continue in full force and effect, and the unenforceable provision shall be changed or interpreted so as best to accomplish the objectives and the intent of such provision within the limits of applicable law.

21. Recitals.

The above recitals are incorporated by reference into this Agreement to the same extent and with the same force and effect as if fully set forth herein.

22. Entire Agreement.

This Agreement constitutes the entire agreement of the parties as to the subject hereof and may not be modified or changed except in a writing signed by both the Village and the Consultant.

23. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. For purposes of this Agreement, a facsimile or electronic copy of a party's signature shall be deemed an original and sufficient to bind such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Village Manager, Kathleen Gill

Dated:

Owner Signature

Dated:

Mamaroneck Communications Budget (Amended)		
Non-Crisis Hourly Rate (avg. across team, virtual meetings/sessions)		\$150 / hr
Non-Crisis Day Rate (on-site training and capacity-building)		\$1,000 / day
Senior Leadership Night/Weekend Rate (after hours)		\$300 / hr
Senior Leadership Crisis/Emergency Rate (urgent)		\$400 / hr
Junior Leadership Crisis Rate		\$200 / hr
Designer Rate (optional)		\$100 / hr
Preparation & Monthly Activities	Quick Start & Discovery	2-4 hrs
	Risk & Vulnerability Audit / Benchmarking	4-5 hrs
	Strategic Communications Plan	30-36 hrs
	Crisis Communications Plan	30-36 hrs
	Core Messaging & Architecture	12-12 hrs
	Event Marketing Support	6-8 hrs/event
	Media Coaching & Simulation Exercises	1-2/day
	Copywriting (press releases, alerts, talking points)	3-4 hrs/mo
	Media Pitching & Relationship Management	3-6 hrs/mo
	Social Media Monitoring & Support	1-2 hrs/mo
	Bi-monthly Coordination Meetings	3-4 hrs/mo
Billable Crisis or On-Call Activities	Advising Leadership and Legal at Onset	1-2 hrs
	Risk Assessment & Compliance	1-2 hrs
	Message Development and Drafting	1-2 hrs
	Urgent Media Coaching	3-4 hrs
	Active Monitoring & Sentiment Analysis	1-2 hrs/day
	Content Creation & Management	3-4 hrs
	Results Measurement	3-4 hrs
	Meetings & Press Conference Coordination	5-6 hrs

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