

## **CONTRACT AGREEMENT**

For

### **CORPORATE PARTNERSHIP STRATEGY ASSESSMENT**

Between

CITY OF ROSWELL, GEORGIA

("City")

And

WATER TOWER PARTNERS, LLC

("CONTRACTOR")

## CORPORATE PARTNERSHIP STRATEGY ASSESSMENT

This Contract for CORPORATE PARTNERSHIP STRATEGY ASSESSMENT SERVICES (the "SERVICES") is made as of the \_\_\_\_ day of \_\_\_\_\_ 2014 (the "Execution Date") by and between WATER TOWER PARTNERS, LLC, ("Contractor") and The City of Roswell ("City"). Contractor and City may be referred to individually as a "Party" or collectively as the "Parties".

### CONTRACT:

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the SERVICES located in Roswell, GA, as well as all work incidental and pertinent thereto all in accordance with the Contract (hereinafter designated the "CONTRACT") and **Roswell, Inc./Corporate Partnership Strategy Assessment dated April 14, 2014** (hereinafter designated the "Proposal"), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibit, the terms set forth in this CONTRACT shall govern and control.
2. The term of the CONTRACT shall begin on the Effective Date first written above, and shall be in effect until the completion of the work listed in the Proposal, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing.

The CONTRACTOR is required to submit a completed "Affidavit Verifying Contractor Participation in Federal Work Authorization Program" (See Exhibit B) prior to commencing work.

### 3. Pricing and Payment

(a) *Pricing.* The sums to be paid to the CONTRACTOR shall be at the proposed price(s) shown on the Proposal, and the total to be paid to CONTRACTOR shall be a maximum of **\$39,000** (not including travel costs), as set forth in the CONTRACT.

(b) *Payment.* Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice.

Invoices shall be submitted to:

Roswell Finance Department  
Attn: Cash Disbursements  
[cashdisbursements@roswellgov.com](mailto:cashdisbursements@roswellgov.com)  
38 Hill Street, Suite 130  
Roswell, GA 30075

### 4. Termination

(a) *Termination by City:* City may at its sole option terminate this CONTRACT by giving the CONTRACTOR thirty (30) days written notice. Should the CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this CONTRACT or if it should violate any of the terms of this CONTRACT, the City shall have the right to immediately terminate the CONTRACT.

Such termination shall not relieve CONTRACTOR of any liability to the City for damages sustained by virtue of any breach by CONTRACTOR. A reasonable period of time to cure a CONTRACTOR breach of CONTRACT can be negotiated with the CONTRACTOR selected.

(b) *Termination by CONTRACTOR.* If at any time or from time to time during the Term, any of the following events shall occur and not be remedied within the applicable period of time herein specified, namely:

(i) City shall materially fail to keep, observe or perform any covenant, agreement, term or provision of this CONTRACT to be kept, observed or performed by City, and such default shall continue for a period of sixty (60) days after written notice thereof by CONTRACTOR to City, which shall specify such failure with particularity.

(c) *Continuing Obligations.* If this CONTRACT is terminated pursuant to this Section 4, the Parties shall account for and pay to the other all sums due and owing pursuant to the terms of this CONTRACT within thirty (30) days after the effective date of termination.

(d) *Force Majeure.* Neither Party shall be liable for any loss, damage, delay or nonperformance of any Services as a result of causes not reasonably within the control of such Party including, but not limited to, acts of God, terrorism, war, riot, insurrection, civil violence or disobedience, blockages, embargoes, sabotage, epidemics, fire, strikes, lock-outs or other industrial or labor disturbances, lighting, hurricanes, cyclonic storms, and explosions; provided, however, that the affected Party notifies the other Party promptly of the occurrence of the cause and thereafter exerts commercially reasonable efforts to overcome the cause of the prevention or hindrance if such cause is within the Party's reasonable control, and to resume performance.

## 5. Representations and Warranties

(a) *Representations by CONTRACTOR.* CONTRACTOR hereby represents and warrants to City that:

(i) CONTRACTOR is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia, is duly qualified to conduct business in the State of Georgia and has the requisite power and authority to enter into this CONTRACT and perform its obligations hereunder.

(ii) CONTRACTOR has all requisite power and authority to enter into and perform this CONTRACT and to perform each of its obligations under this CONTRACT. This CONTRACT and the transactions contemplated by this CONTRACT have been duly and validly authorized by all necessary action on the part of CONTRACTOR.

(iii) This CONTRACT has been duly executed and delivered by CONTRACTOR and constitutes the legal, valid and binding obligation of CONTRACTOR, enforceable against CONTRACTOR in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights generally.

(iv) The execution and delivery of this CONTRACT by CONTRACTOR does not, and the consummation of the transactions contemplated herein will not (i) result in the breach of any of the terms and conditions of, or constitute a default with respect to or result in the acceleration of any indebtedness or create liability under any material contract, agreement, commitment, indenture, mortgage, note, bond, lease, license or other instrument or obligation to which CONTRACTOR is now a party or by which CONTRACTOR

may be bound or affected; or (ii) violate any law or any rule or regulation of any administrative agency or governmental body, or any order, writ, injunction or decree of any court, administrative agency or governmental body. The execution and delivery of this CONTRACT, do not, and will not constitute a material default under any organization or governing agreement relating to CONTRACTOR.

(b) *Representations by City.* City hereby represents and warrants to CONTRACTOR as follows:

(i) City is duly organized, validly existing and in good standing under the laws of the State of Georgia, is duly qualified to conduct business in the State of Georgia and has the requisite power and authority to enter into this CONTRACT and perform its obligations hereunder.

(ii) City has all requisite power and authority to enter into and perform this CONTRACT and to perform each of its obligations under this CONTRACT. This CONTRACT and the transactions contemplated by this CONTRACT have been duly and validly authorized by all necessary action on the part of City.

(iii) This CONTRACT has been duly executed and delivered by City and constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights generally.

(iv) The execution and delivery of this CONTRACT by City does not, and the consummation of the transactions contemplated herein will not (i) result in the breach of any of the terms and conditions of, or constitute a default with respect to or result in the acceleration of any indebtedness or create liability under any material contract, agreement, commitment, indenture, mortgage, note, bond, lease, license or other instrument or obligation to which City is now a party or by which City may be bound or affected; or (ii) violate any law or any rule or regulation of any administrative agency or governmental body, or any order, writ, injunction or decree of any court, administrative agency or governmental body. The execution and delivery of this CONTRACT, do not, and will not constitute a material default under any organization or governing agreement relating to City

(c) *Disclaimer of Warranties.* Other than as specifically set forth herein, neither of the Parties makes any representations, warranties or guarantees, express or implied, directly or indirectly, including, but not limited to, any warrant of merchantability or fitness for a particularly purpose.

## 6. Indemnification

CONTRACTOR hereby agrees to hold harmless and indemnify City, and its employees, agents, representatives, successors and assigns from and against any and all losses, liabilities, damages, demands, claims, suits, actions, causes of action, judgments, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, any and all expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation (collectively, "Damages"), asserted against, resulting to, imposed upon, or incurred or suffered by of them, directly or indirectly, as a result of, arising from, or relating directly or indirectly to: (i) any inaccuracy in or any breach or nonfulfillment of any of the representations or warranties made by CONTRACTOR in this Agreement; (ii) any breach or nonfulfillment of any of the covenants or agreements made by CONTRACTOR in this CONTRACT; or (iii) any violations of law by CONTRACTOR in performing its obligations under

this CONTRACT.

7. Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this CONTRACT.

8. Assignment

The Contractor shall not assign or subcontract the whole or any part of this CONTRACT without the City of Roswell's prior written consent.

9. Amendments in Writing

No amendments to this CONTRACT shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

10. Drug-Free and Smoke-Free Work Place

(a) A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this CONTRACT; and

(b) The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

(c) The Contractor may be suspended, terminated, or debarred if it is determined that:

i. The Contractor has made false certification herein; or

ii. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

11. Policy on Hiring of Non-Resident Aliens

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and all its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or subcontractors. Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

12. Inclusion of Documents, Exhibits

The Contractor's Proposal is incorporated in this CONTRACT; forms an integral part of this CONTRACT; and, is attached hereto as Exhibit A.

In the event of a conflict in language between this CONTRACT and the foregoing document incorporated herein, the provisions and requirements set forth in this CONTRACT shall govern. In the event of a conflict between the language of the Contractor's proposal, the language in the former shall govern.

### 13. General Provisions

(a) *Governing Law/Jurisdiction.* This CONTRACT is entered into in the State of Georgia and shall be construed in accordance with the laws of the State of Georgia, without regard to its choice of law provisions. The Parties further irrevocably consent and agree that the Superior Court of Fulton County, Georgia shall be the exclusive jurisdiction for any action or dispute arising out of this CONTRACT and the Parties hereby consent to venue in said court.

(b) *Severability.* If any provision of this CONTRACT is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this CONTRACT will remain in full force and effect. Any provision of this CONTRACT held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(c) *Waiver.* Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this CONTRACT will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

(d) *Survival.* Except to the extent provided to the contrary in this CONTRACT, no termination of this CONTRACT shall in any way effect or impair the power, obligation, duties, rights and liabilities of the Parties relating to (i) any transaction or event occurring prior to such termination or (ii) any of the undertakings, CONTRACTs, covenants, warranties and representations of the parties with respect to (i) or (ii) above. All such undertakings, agreements, covenants, warranties and representations shall survive such termination or cancellation of this CONTRACT, including return of unearned cancellation obligations owed by the Parties.

(e) *Successors and Assigns.* This CONTRACT shall not be assigned without express written consent of the other party. This CONTRACT shall be binding not only on the Parties, but also on their heirs, representatives, administrators, executors, successors and, if approved, assigns, and the parties agree for themselves, and their heirs, administrators, executors, successors and assigns, to execute any and all documents which may be necessary or proper to carry out or effectuate the purpose and intent of this CONTRACT.

(f) *Independent Contractor.* Nothing herein shall be construed to create a partnership or joint venture between the Parties hereto and neither Party shall be liable in any manner for the debts, obligations or liabilities of the other Party.

(g) *Third-Party Beneficiaries.* Except as specifically provided herein, this CONTRACT shall not create or be construed to create in any manner whatsoever, any rights in any person as a third party beneficiary of this CONTRACT or otherwise.

(h) *Further Assurances.* Each Party agrees to do all acts and things and to make, execute and deliver such written instruments as may from time to time be reasonably required to carry out the terms and provisions of this CONTRACT.

(i) *Counterparts.* This CONTRACT may be executed in one or more counterparts, each of which will be deemed an original copy, but all of which together constitute one and the same instrument.

(j) *Rules of Construction.* All references herein to the singular shall include the plural, and vice versa, and all references herein to the neuter shall include the masculine or feminine, as the case may be, and vice versa. When general words or terms are used herein followed by the

word “including” (or another form of the word “include”) and words of particular and specific meaning, the general words shall be construed in their widest extent, and shall not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning. No provision of this CONTRACT shall be construed against or interpreted to the disadvantage of a party by reason of such Party having or being deemed to have drafted, structured or dictated such provisions.

(k) *Entire CONTRACT.* This CONTRACT, together with all attachments and exhibits thereto, constitutes the entire agreement between the Parties. The CONTRACT supersedes all prior discussions and agreements between the Parties with respect to the subject matter contained herein, and this CONTRACT contains the sole and entire understanding between the Parties with respect to the transaction contemplated hereby. This CONTRACT may not be modified or amended except by an instrument in writing signed by or on behalf of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

**CONTRACTOR:**

**CITY:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

## **Exhibit A – Roswell, Inc./Corporate Partnership Strategy Assessment**

**Project:** Roswell, Inc. /Corporate Partnership Strategy Assessment

**Date:** April 14, 2014

**Water Tower Partners, LLC Overview:** Water Tower Partners is municipality consulting agency, located in Roswell, Georgia, that represents corporate and business sponsorships, as well as event and hospitality management programs. By creating unique and tailored sponsorship plans, Water Tower delivers return on its client's marketing investments.

### **Situation**

The city of Roswell, Georgia is interested in creating a corporate partnership program that would support events in and around the city of Roswell, Georgia. This program would form strategic alliances with brands that are interested in supporting programs and events in exchange for advertising and promotional programs that would target Roswell city residents and visitors attending such programs. The City of Roswell believes there is an opportunity to create a program that is advantageous for the corporate partner and the city of Roswell that would enhance existing events and fund new events.

Water Tower Partners proposes developing a sponsorship platform that will enable the City of Roswell to strategically aggregate assets of existing city events and package those assets appropriately to take to market in a matter that would be appealing to brands. This program would require an agency and team that understand the solicitation process as well as the execution of this type of platform. This type of direction would need fresh professional leadership and guidance on how to best monetize city operated events and is open to expert consultation on strategy, research, analysis and marketing. Roswell would once again set itself apart by creating such a program and supporting its success. The cultivation and advancement of this program would encompass the following:

### **Phase One**

- Sponsorship Discovery – Provide a strategic plan for the City of Roswell to discover the essence of creating a corporate partnership program and what that entails from a financial, philosophical and resource standpoint. This process would have 33North providing strategic research, analysis, and recommendations on the go-to-market plan that would meet the cities municipality strategy of marketing, public relations, advertising and brand strategy.
- Time Frame – Three months

### **Phase Two**

- Sponsorship Asset Pricing and Packaging – Sponsorship management of all Roswell owned and operated events including all aspects of current sponsor



assets. Prospecting new business and potential partners creating a category management matrix while developing an ongoing asset and pricing inventory for city events and packages. Provide strategic research, analysis and recommendations for all sponsorship and marketing opportunities to ensure sponsorship portfolio consistency and ensure plans and proposals are in sync with the cities brand and revenue strategies. Manage and advise the city on pricing of all sponsorship marketing and advertising assets and creative ideation of new elements. Develop and maintain a consistent criterion for ROI and analysis catering to all aspects of the City of Roswell's business while refining measurement and evaluation technique in line with current industry trends.

**Water Tower Partners Recommended Scope of Work (SOW):**

- Phase 1 – April 14, 2014 – July 14, 2014  
Enhance the creation of the new City of Roswell Corporate Partnership Program
- Phase 2 – April 14, 2014 – July 14, 2014
  - Provide council on the City of Roswell's new corporate partnership program.
  - Council on activation and negotiate best practices and pricing.
  - Lead the initial phase of identifying prospects.
  - Be a strategic member of the Roswell, Inc.

**Staffing and Budget**

Kevin Bryant and Roswell, Inc. (part time)

All travel billed on actual costs; credits refunded to client.

**Payment Schedule**

April 30, 2014 - \$13,000

May 30, 2014 - \$13,000

June 30, 2014 - \$13,000

## **Exhibit B – Affidavit Verifying Contractor Participation in Federal Work Authorization Program**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Roswell (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization (E-Verify) User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_  
(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_,  
201\_\_.

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_