

AGREEMENT FOR CONSULTING SERVICES

This Consultant Agreement ("Agreement") is entered into by and between the City of Forest Park Downtown Development Authority (Client), a political subdivision of the State of Georgia, and The Collaborative Firm, LLC (Consultant) as of the Effective Date of October 1, 2022.

The Agreement shall be valid through September 30, 2023. At that time, the terms of this Agreement will cease, unless extended in writing agreed to and executed by both the Client and the Consultant.

WHEREAS, the Client is experiencing tremendous growth of its business community which includes several major corporations and industries, the Consultant will provide communications support, branding, and promotion services to support the City of Forest Park Downtown Development Authority; and

WHEREAS, the Client desires to hire the Consultant to provide professional promotional services, as outlined below, to implement and to accomplish its goal as stated above.

THEREFORE, for the mutual promises and obligations outlined below, the Consultant agrees to provide the Client the following professional services and the Client contracts for such services and agrees to pay for them, all for the fees and on the terms and conditions set forth herein.

1. SERVICES

Professional promotional services which include communications support, branding, and promotion agreed upon by the Client and the Consultant, and as outlined in Exhibit A - Scope of Services. Professional services will be provided under the direction of the Chair of the Downtown Development Authority Board.

2. PRICE

Consultant shall provide professional services for a lump sum fee of \$87,250.00 for this Agreement (the "Fee"). For Other Direct Costs (ODC's) associated with this engagement, such as signage, photography, etc would require prior approval from the Chair of the Downtown Development Authority Board or designee and reimbursed to the Consultant.

Consultant shall bill client monthly for this engagement in equal installments of \$7,270.83 for the months of October 2022 – August 2023 and \$7,270.84 for September 2023. The Client shall make prompt payment to Consultant for services and deliverables specified in each invoice upon final inspection and approval of the City of Forest Park Downtown Development Authority. Inspection and approval of each invoice shall be made within ten (10) days of receipt of same.

3. TERMS AND CONDITIONS

The Fee stated in this Agreement includes all fees for professional services, all incidental costs and materials, and all travel costs incurred by Consultant.

4. SUBCONTRACTING

There will be no subcontracting of professional services by Consultant for this engagement absent prior written approval from Client. Client shall have no liability to any subcontractor retained by Consultant, and Consultant expressly indemnifies and agrees to hold harmless Client against any liability to any subcontractor arising out of or related to Consultant's performance of its obligations under this Agreement.

5. TERM

The term of this Agreement shall commence on October 1, 2022, and shall continue until September 30, 2023, unless terminated prior thereto, as provided for herein (the "Term.")

6. TERMINATION

Client or Consultant may terminate this Agreement at any time during the Term by giving written notice of termination to the other party. This Agreement shall terminate effective thirty (30) days after such notice. After termination, Consultant shall not incur further expenses or spend further time in the discharge of its obligations under this Agreement without the prior approval of the Client. Consultant shall be entitled to payment for all time expended through the date of termination.

7. INDEMNIFICATION

Consultant hereby agrees to defend and hold harmless Client from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Consultant, its employees, agents, contractors, or any subcontractor as a result of Consultant's or any of the aforementioned individuals' or entities' performance pursuant to this Agreement.

8. OWNERSHIP OF WORK PRODUCT

All documents and materials, in whatever medium they may exist (including but not limited to, electronic), prepared pursuant to this Agreement are the property of Client, although Consultant may retain physical possession of them for convenience of Client. Client shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Unless otherwise specified in writing by Client, Consultant may presume that any document delivered to Client in connection with this Agreement is a public document.

9. REMEDIES-LEGAL AND EQUITABLE

In case of the default of either party under this Agreement, the other party, after offering the defaulting party any right to cure provided hereunder, may seek any legal or equitable remedies otherwise available, including but not limited to payment, damages, rescission, and/or specific performance. Such remedies shall exist notwithstanding the termination of the Agreement. The remedies for default shall survive the termination of the Agreement, although a right of specific performance shall not survive a termination in accordance with the terms of this Agreement.

10. COMPLETE AGREEMENT/AMENDMENTS

This Agreement constitutes the complete agreement between parties. It may be amended only by a writing executed by both parties. This Agreement may be executed in multiple counterparts, each of which shall be considered an original. When this Agreement has been signed by both parties, it shall constitute a binding agreement and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement separately, on the dates indicated by their respective signature blocks below. If the date of this Agreement becomes material for any reason, the date of execution by Client shall be considered to the date of the Agreement.

CITY OF FOREST PARK

Signature

Name and Title (Printed)

Date: _____

Attest:

THE COLLABORATIVE FIRM:



Signature

Michael Hightower

Name and Title (Printed)

Date: 10/17/2022



Attest: