

SERVICES AGREEMENT

THIS SERVICES AGREEMENT, including all Exhibits attached hereto and referenced herein (hereinafter referred to as “this Agreement”), is made and entered on _____, 20____, by and between **Brockington and Associates, Inc.** (Brockington), a Georgia corporation with its principal office located at 3850 Holcomb Bridge Road, Suite 105, Norcross, Georgia 30092 and the **City of Smyrna, Georgia** (Client), located at 2800 King Street, Smyrna, Georgia 30080. Brockington and Client are sometimes referred to collectively herein as the “Parties” and individually as a “Party.”

WHEREAS, Client wishes to engage Brockington to perform certain consulting services for Client and Brockington wishes to provide those services to Client; and

WHEREAS, the Parties wish to enter into this Agreement to set forth more fully the terms and conditions pursuant to which Brockington will provide these consulting services to Client;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual promises and obligations contained herein, the Parties hereby agree as follows:

1. Retention of Brockington

1.1 *Scope of Services.* Brockington agrees to provide Client with the mutually agreed upon consulting services described in the “Statement of Work” attached hereto as Exhibit A and any attachments to Exhibit A. Exhibit A and any attachments to Exhibit A are incorporated herein. The Parties agree that the attached Statement of Work contains the complete description of all Services to be rendered to Client by Brockington, and that any additions to the Services described in the attached Statement of Work must be in writing, signed by both Parties.

1.2 *Personnel.* Client agrees that Brockington is authorized to make all assignments of personnel, and to make such changes in assignments as Brockington determines, in its sole discretion, are appropriate based on scheduling, availability and other factors, so long as such assignments and changes in assignments will not increase the overall cost to Client of the project.

2. Payment for Services

2.1 *Firm-Fixed Price.* Client shall pay Brockington a firm-fixed price total of **\$21,809.40** for the Services set forth in the attached Statement of Work.

2.2 *Invoices.* Brockington shall submit accurate and complete invoices to Client on a monthly basis, or at such other times as agreed upon and set forth in the attached Statement of Work. No backup documentation shall be submitted by Brockington to Client unless required in Section 2 of Exhibit A to this Agreement.

2.3 *Payment.* Client agrees to pay Brockington’s invoices in full within 30 days of receipt of each invoice. Client agrees to pay 1.5% interest per month on all past due invoices.

3. Nature of Relationship

3.1 *Independent Contractor.* The Parties agree that Brockington shall be an independent contractor, and shall not be the employee, servant, agent, partner, or joint venturer of Client or of any of Client’s officers, directors, employees, subsidiaries, divisions or affiliates. During performance of this Agreement, Brockington shall supervise the performance of its own Services and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement. The personnel performing Services under this Agreement shall at all times be under Brockington’s exclusive direction and control and shall be employees or subcontractors of Brockington and not of Client.

4. Termination

4.1 *Termination by either party.* Either Party may terminate or suspend performance of this Agreement at any time upon written notice to the other Party.

4.2 *Force Majeure.* No delay, failure or default in performance of any obligation by either Party, excepting obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent it is caused by force majeure.

4.3 *Obligations upon Termination or Suspension.* Upon termination or suspension of this Agreement, Client shall pay Brockington for all Services performed by Brockington as of the date Brockington receives notice of suspension or termination. Upon termination of this Agreement, Brockington shall return all documentation, equipment or other materials provided by Client during the term of this Agreement.

5. Miscellaneous Provisions

5.1 *Binding Effect.* The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

5.2 *Waiver.* No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. The failure of either Party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall

Initial: _____ / _____

not be construed or deemed to be a waiver of the right to assert any of the same at any time thereafter. No waiver shall be binding unless executed in writing by the party making the waiver.

5.3 *Modification.* This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by duly authorized representatives of both Parties, specifically referencing the provision or provisions of this Agreement to be amended, modified, extended or waived.

5.4 *Severability.* If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

5.5 *Applicable Law.* This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Georgia. The Parties agree that any action related to or arising from this Agreement shall be brought in a state or federal court located in the state of Georgia, and further agree that jurisdiction and venue are proper in such a court.

5.6 *Entire Agreement.* This Agreement, including Exhibit A and any attachments to Exhibit A,, which are incorporated herein by reference, constitutes the entire agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof.

5.7 *Notice.* Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be sent by (a) certified mail, return receipt requested, postage prepaid; (b) prepaid overnight delivery; or (c) hand delivery addressed to the parties at the following addresses:

Client

City of Smyrna, Georgia
c/o Tammi Saddler Jones
2800 King Street
Smyrna, Georgia 30080

Brockington

Brockington and Associates, Inc.
c/o Sally Brockington
3850 Holcomb Bridge Road, Suite 105
Norcross, Georgia 30092

All notices and other communications shall be deemed to be received at the expiration of three days after the date of mailing if mailed, or on the date of delivery if sent by overnight delivery or hand delivery. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

IN WITNESS WHEREOF, the parties represent and warrant that this Agreement is executed by duly authorized representatives of each Party as set forth below on the date first stated above.

Client

Brockington and Associates, Inc.

By: _____

By: _____

Name: _____

Ralph Bailey

Title: _____

Vice President

2800 King Street

3850 Holcomb Bridge Road, Suite 105

Smyrna, Georgia 30080

Norcross, Georgia 30092

Date: _____

Date: _____

Initial: _____ / _____

EXHIBIT A

Statement of Work

This Statement of Work is made effective on _____, 20__, and is incorporated into and made a part of the Services Agreement entered into by and between Client and Brockington.

1. Description of Services:

See attached proposal by HW Exhibits for the Smyrna Exhibit Redesign, labeled, *Attachment 1 to Exhibit A*.

2. Additional Terms and Conditions:

Brockington will invoice 20% upon notice to proceed.

This Statement of Work and all attachments hereto serve as Exhibit A to the Work Agreement.

Agreed and Accepted:

Client

Brockington and Associates, Inc.

By: _____
Name: _____
Title: _____
2800 King Street
Smyrna, Georgia 30080

By: _____
Ralph Bailey
Vice President
3850 Holcomb Bridge Road, Suite 105
Norcross, Georgia 30092

Date: _____

Date: _____

Initial: _____ / _____



Introduction

The City of Smyrna is seeking to assess and redesign the current exhibits and collections on display at the Smyrna Museum. The Smyrna Museum opened to the public in 1999 in the recreated Smyrna Train Depot. It has been managed by the all-volunteer staff of the Smyrna Historical and Genealogical Society. The museum houses artifacts, personal papers, genealogical information, images, and maps related to the history of Smyrna and Cobb County. The City is taking a greater role in the management of the museum, and invited HW Exhibits to assess the current museum collections and exhibits and develop a plan to modernize the museum.

Our Offer

HW Exhibits is pleased to offer our professional services to the City of Smyrna to plan new exhibits for the Smyrna Museum. To develop the plan, HW Exhibits will assess the museum's object and document collections, make recommendations regarding objects suitable for display, and develop a plan for the new exhibits that sets out the storylines, exhibit components (i.e. interpretive panels, interactives, casework, etc.), and the arrangement of the exhibit components in the museum.

Our Story

HW Exhibits is the public outreach and interpretation division of Brockington and Associates, one of the largest heritage resources consulting firms in the Southeast. Brockington was established in Atlanta, GA in 1986. Over the past 30 years, our archaeologists, historians, architectural historians, preservation planners, museum specialists, and GIS specialists have completed more than 4,800 cultural resource management projects throughout the Southeast and around the country. HW Exhibits became a formal division of Brockington in 2003. Our company maintains offices in Atlanta and Savannah, Georgia; Mount Pleasant, South Carolina; Elizabethtown, Kentucky, and Nashville, Tennessee.

Our Services

Exhibit Planning	Interactive Development	Custom Illustrations
Exhibit Design	Educational Materials	Custom Artifact Mounts
Content Writing	Casework Fabrication	Installation

HW Exhibits is committed to sharing stories about our country's natural and cultural heritage with the public. We develop and design exhibit plans and interpretive programs, museum exhibits, and outdoor exhibits for trails and parks. We undertake research and write exhibit content, and we create beautiful designs with informative graphics, appropriate images, and well-organized content. We are used to handling historical objects and artifacts, and have extensive experience with object identification, conservation and stabilization, and appropriate procedures for their display. In addition, we develop and design an array of supporting products including educational lessons plans, informative websites, and video documentaries. HW Exhibits also provides in-house exhibit fabrication and installation services. Our carpenters and fabricators are part of the project from the planning phase, ensuring our final products are well designed and efficient to construct.

Our Team

Museum Specialists	Illustrators	Archaeologists
Interpretive Writers	Preservation Planners	Fabricators
Interior Designers	Industrial Designers	Installers
Graphic Designers	Historians	Carpenters

Our team includes a collaborative group of museum specialists, exhibit planners and designers, preservation planners, graphic designers, illustrators, interpretive writers, industrial designers, and woodworkers. We begin each project by assessing tasks and selecting team members based on the expertise they can contribute to each job. As a division of Brockington, we have access to the entire Brockington team of archaeologists and historians to help us research accurate and compelling content, and ensure that our exhibit design goes along with informative and entertaining stories. When appropriate, we partner with talented subcontractors to bring additional expertise to our projects.

Our Project Approach

HW Exhibits is excited to work with the City of Smyrna and its stakeholders to plan new exhibits for the Smyrna Museum. We believe strongly that partnerships create the best exhibits. By working closely with the City of Smyrna and the Smyrna Historical and Genealogical society, we can ensure that the new exhibits are a valuable and meaningful experience for residents and visitors. The following sets out our approach to the project.

We will begin the project by reviewing the museum's collection of objects and documents. We will consider the relevance of these materials to the history of Smyrna and Cobb County and make recommendations regarding their long-term care.

Once we have completed our assessments of the museum's assets we will develop a draft plan for the new exhibits. The draft plan will set out the exhibit subjects and topics, exhibit components for presenting the stories, (i.e. interpretive panels, interactives, casework, etc.), and the arrangement and flow of the exhibit components in the depot. As part of developing the draft plan, HW will recommend which artifacts from the Smyrna collection should be included in the exhibits and which objects could be placed in long term storage or deaccessioned. This artifact assessment will include the museum's document collection. We can provide costs to digitize documents to be retained, once we have finished our assessment. We will base all recommendations on industry standard best practices.

We will present our draft plan to the City of Smyrna and other stakeholders during an in-person meeting. We will use discussions from this meeting to further refine the exhibit plan. HW will develop a final plan for the City of Smyrna. The final plan will include wall and floor plans, sketches of any proposed casework, an inventory of the primary objects to be displayed, and costs to design, write, and fabricate the proposed exhibits. Upon approval of the final plan, HW can create a 3D rendering of the proposed new exhibits. These renderings can be used to seek public input and to assist with fundraising.

Tasks

To create the exhibit plan for the Smyrna Museum, we will complete the following tasks:

Phase I Exhibit Planning

- Consult with the client
- Determine the goals and objectives of the new exhibit
- Determine the exhibit themes and storylines
- Discuss and determine the intended exhibit look and feel
- Review all available research materials and background information
- Review artifacts and identify those for display, recommend artifacts for deaccession
- Determine necessary lighting for exhibit space
- Identify suitable exhibit materials and products
- Determine exhibit flow, determine any necessary construction
- Create wall plans setting out the arrangement and overall look of the proposed exhibit components
- On-site draft presentation with the City of Smyrna and other stakeholders
- Determine anticipated design and build costs
- Prepare final planning document, including 3D renderings

Deliverables: A planning document setting out:

- exhibit components;
- artifact assessment;
- storylines associated with each exhibit area;
- wall plans;
- 3D rendering;
- budget for development, design and build.

Costs for Smyrna Museum Redesign Exhibit Plan

\$21,809.40