

Agenda
Finance / Safety Committee Meeting
City Hall – Council Chambers

Wednesday, June 13, 2018
Call to Order

12:00 PM

1. Approval of Agenda
2. Public Comment
3. Approval of minutes from the May 16 and May 30, 2018 meetings
4. Report and Recommendation of Ice Rink Committee
5. Consideration of proposal for Great Plains Sponsorships
6. Old Business
7. New Business
8. Executive Session pursuant to SDCL 1-25-2
9. Adjourn

It is expected that a quorum of the City Council will be present at this meeting

Agenda Item 3 - Approval of Meeting Minutes

Minutes of Finance / Safety Committee Meeting
May 16, 2018 – 12:00 PM
City Hall – Council Chambers

Present were Aldermen Vilhauer, Albertsen, Roby and Mayor Sarah Caron. Absent were Alderman Thorson and Solum. A quorum was present.

Motion by Vilhauer, seconded by Albertsen, to approve the agenda as presented. Motion carried.

Mayor Caron called for Public Comment. No public comments.

Motion by Albertsen, seconded by Roby, to approve the minutes of the Finance/Safety Committee meeting held on May 2, 2018. Motion carried.

To recommend authorization for the Mayor to sign the Local Government Certification Form in the State of South Dakota Emergency Solutions Grant Application for the Beacon Center. Beacon Center Executive Director Dawn Sikkink and Executive Administer Denise Ragels were present. Dawn stated the grant is through the South Dakota Housing Development Authority. The Mayor's signature on the grant shows the continued support of the city and community. Motion by Albertsen, seconded by Vilhauer, to recommend authorization for the Mayor to sign the Local Government Certification Form in the State of South Dakota Emergency Solutions Grant Application for the Beacon Center. Motion carried.

There were no further items for the committee to discuss.

Motion by Roby, seconded by Vilhauer, to adjourn the meeting. Motion carried.

Minutes of Finance / Safety Committee Meeting
May 30, 2018 – 12:00 PM
City Hall – Council Chambers

Present were Aldermen Vilhauer, Albertsen, Solum and Mayor Sarah Caron. Absent were Alderman Thorson and Roby. A quorum was present.

Motion by Vilhauer, seconded by Albertsen, to approve the agenda as presented. Motion carried.

Mayor Caron called for Public Comment. No public comments.

Motion by Solum, seconded by Albertsen, to approve the minutes of the Finance/Safety Committee meetings held on May 11 and May 16, 2018. Motion carried.

Alderman Vilhauer gave an update on the potential enhanced Highway 212 lighting project. City Finance Officer Kristen Bobzien stated there are different options to finance the cost of the updated lighting. Motion by Vilhauer, seconded by Solum, to recommend the approval of the enhanced Highway 212 lighting project. Motion carried.

To recommend a consideration of proposal for Great Plains Sponsorships. The proposal from Great Plains Sponsorship for continued services has two options. The contract is currently up for renewal at the end of June. Motion by Vilhauer, seconded by Albertsen, to recommend option A for Great Plains Sponsorship with an early out. Upon roll call vote: Albertsen and Vilhauer in favor with Solum and Mayor Caron opposed. Motion failed.

Alderman Vilhauer stated at the June 4, 2018 City Council meeting Jon Livermore will give a presentation on the Emerald Ash Borer.

There were no further items for the committee to discuss.

Motion by Solum, seconded by Vilhauer, to adjourn the meeting. Motion carried.



Corporate Partnerships Sales-Execution Proposal

PREPARED FOR

The City of Watertown, SD
c/o Glen Vilhauer
City Councilmember, Ward E
605-886-9320
gvilhauer@watertownsd.us

PREPARED BY

Ryan Query
Founder & President
Great Plains Sponsorships, Inc.
402-657-8170
Ryan.Query@GreatPlainsSponsorships.com



SCOPE, TERMS & PROFESSIONAL FEES

Revision date: June 5, 2018

SCOPE OF WORK

- The purpose of this partnership is for Great Plains Sponsorships (GPS) to continue the services outlined in the current agreement between the City of Watertown, SD (aka "City") and GPS. GPS will continue to represent the City as an exclusive sales agent to sell Naming Rights and Sponsorships for City-owned facilities, with the goal of securing supplemental revenue streams. These facilities include, but will not be limited to, the Prairie Lakes Wellness Center, First Premier Softball Complex, and anticipated Ice Complex.

TERMS & PROFESSIONAL FEES

<i>OPTION A RETAINER-ONLY CONTINUATION</i>
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- Term of this agreement shall be for three (3) months, commencing on July 1, 2018 and continuing through September 30, 2018.
- GPS will continue to provide all previously outlined and agreed upon services for a quarterly flat-fee of twenty-five-thousand-dollars (\$25,000).
 - First payment due on July 1, 2018.
 - No commission will be paid to GPS with this option.

OPTION A CONT'D AFTER INITIAL THREE (3) MONTHS

- Based on the scope of work, parties may mutually agree after the first three (3) months to enter a month-to-month option, effective October 1, 2018.
 - The pro-rated monthly retainer would be a flat-fee of eight-thousand-three-hundred-thirty-three-dollars (\$8,333).
 - No commission would be paid to GPS under this option.
 - Both parties will make all necessary efforts to provide written notification indicating their desire to enter a month-to-month plan no later than September 1, 2018, after which, the decision to enter subsequent months will be mutually agreed upon in good-faith.

OPTION B
SUBSIDIZED RETAINER + COMMISSION

- Term of this agreement shall be for three (3) months, commencing on July 1, 2018 and continuing through September 30, 2018.
- GPS will continue to provide all previously outlined and agreed upon services for a monthly retainer-fee of four-thousand-five-hundred-dollars (\$4,500).
 - First payment due on July 1, 2018.
- In addition to the one-time fee, GPS shall receive a commission payment of twelve-and-one-half-percent [12.5%] based on total gross cash revenues secured for any naming rights or sponsorship agreement.
 - Commissions will be paid to GPS within ten (10) business days after receipt of a payment by the City from a sponsor.
 - Commissions will be paid over the life/term of such agreements, unless otherwise indicated and mutually agreed upon (e.g. lump sum payout). The client understands the obligation to pay commission, if applicable, may extend beyond the expiration of agreement.
 - Any “in-kind” or “trade” partnerships secured by GPS will be paid the commission payment based on the dollar value associated with the trade.

OPTION B CONT'D AFTER INITIAL THREE (3) MONTHS

- Based on the scope of work, parties may mutually agree after the first three (3) months to enter a month-to-month option, effective October 1, 2018.
 - The monthly retainer would remain at four-thousand-five-hundred (\$4,500) and commission payments would remain at twelve-and-one-half-percent (12.5%), adhering to the details outlined above.
 - Both parties will make all necessary efforts to provide written notification indicating their desire to enter a month-to-month plan no later than September 1, 2018, after which, the decision to enter subsequent months will be mutually agreed upon in good-faith.

*OPTION C
COMMISSION ONLY*

- Term of this agreement shall be for three (3) months, commencing on July 1, 2018 and continuing through September 30, 2018.
- GPS will continue to provide all previously outlined and agreed upon services for a commission payment of eighteen-and-one-half-percent [18.5%] based on total gross cash revenues secured for any naming rights or sponsorship agreement.
 - Commissions will be paid to GPS within ten (10) business days after receipt of a payment by the City from a sponsor.
 - Commissions will be paid over the life/term of such agreements, unless otherwise indicated and mutually agreed upon (e.g. lump sum payout). The client understands the obligation to pay commission, if applicable, may extend beyond the expiration of agreement.
 - Any “in-kind” or “trade” partnerships secured by GPS will be paid the commission payment based on the dollar value associated with the trade.

OPTION C CONT'D AFTER INITIAL THREE (3) MONTHS

- Based on the scope of work, parties may mutually agree after the first three (3) months to enter a month-to-month option, effective October 1, 2018.
 - The commission rate would remain at eighteen-and-one-half-percent (18.5%) adhering to the details outlined and agreed upon.
 - Both parties will make all necessary efforts to provide written notification indicating their desire to enter a month-to-month plan no later than September 1, 2018, after which, the decision to enter subsequent months will be mutually agreed upon in good-faith.

Good Faith. The parties pledge at all times during the business relationship established by this Agreement and its respective future scenarios, to execute and fulfill their contractual obligations in good faith, and they, and each of them, expressly promise at all times to treat each other fairly.

- City will be responsible for providing lodging accommodations as needed.
- GPS will be responsible for all other reasonable out-of-pocket expenses associated with the project, including prospect entertaining, meals, fuel, transportation, internal staff compensation, and all other customary costs, unless otherwise mutually agreed upon.

CLIENT APPROVAL

Option _____

Initial _____

Date _____

A formal contract (or addendum to the current agreement) will be executed by both parties and accompany this proposal

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for professional services ("Agreement") is made effective as of July 1 2018, by and between the City of Watertown ("City"), a South Dakota based municipality, and Great Plains Sponsorships, Inc. ("GPS"), a South Dakota Corporation.

In this Agreement, the party who is contracting to receive services may also be referred to as "client", and the party who will be providing the services may be referred to as "consultant".

RECITALS

- A. GPS has extensive experience and knowledge with respect to corporate partnership sales and marketing, regarding a variety of sports and entertainment facilities, events, and other properties.
- B. The City of Watertown desires to engage GPS to provide certain professional services associated with corporate sales representation, services and advice regarding sponsorships and other marketing platforms with respect to the City, with specific emphasis on securing a "Naming Rights" partner.

NOW THEREFORE, in consideration for the mutual covenants that are contained in this Agreement and referenced in the Corporate Partnerships (Wellness Center) Proposal, the parties hereby agree as follows:

1. RELATIONSHIP OF PARTIES

GPS is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to GPS, its business affairs and its performance of its duties under or pursuant to this Agreement. The relationship of the GPS to the City of Watertown created by this Agreement is that of an independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency, or other relationship between the parties or to make the City of Watertown liable for the debts or obligations of GPS. GPS agrees to execute and provide to the City of Watertown an Affidavit of Exempt Status and Exempt Status Fact Sheet.

2. SCOPE OF SERVICES, TERM & COMPENSATION

The City of Watertown hereby engages GPS, and GPS shall provide the services outlined in the Corporate Partnerships (Sales-Execution) Proposal for the benefit of the City of Watertown during the term of this Agreement. The term of this Agreement and compensation provided to GPS by the City of Watertown will be that which was outlined and mutually agreed upon in the accompanying document, entitled "City of Watertown - Corporate Partnerships Sales Execution continuation - June 5 2018 revision", with the selected and mutually agreed upon Option selected.

2. REQUIREMENTS

Without in any way limiting any other term or provision of this Agreement or any obligation of GPS hereunder, GPS shall:

2.1 Adhere to all laws, policies, rules, and regulations applicable to the services to be provided by GPS pursuant to this Agreement.

2.2 Have no right or power to enter any Agreement in the name of or on behalf of the City of Watertown, or to otherwise obligate the City of Watertown in any manner, without the prior written consent and approval of the City of Watertown, in its sole discretion.

3. INDEMNIFICATION

GPS shall indemnify, defend and forever save and hold harmless the City of Watertown, its principals, shareholders, managers, members, partners, officers, directors, contractors, agents and employees (sometimes collectively referred to herein as the "the City of Watertown Indemnitees" and individually as a "the City of Watertown Indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, which any one of the City of Watertown Indemnitees may suffer or incur arising out of breach of this Agreement by GPS. The foregoing indemnification shall survive any termination or the expiration of the Term of this Agreement. To the extent permitted by the Constitution and laws of the State of South Dakota, the City of Watertown shall indemnify, defend and forever save and hold harmless GPS, its principals, shareholders, members, partners, officers, directors and employees (sometimes collectively referred to herein as the "GPS's Indemnitees" and individually as a "GPS Indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, which any one of the GPS's Indemnitees may suffer or incur arising out of breach of this Agreement by the City of Watertown. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

4. TERMINATION FOR BREACH

In the event GPS or any employee of GPS performing services on behalf of GPS for the benefit of The City of Watertown breaches this Agreement, the City of Watertown will have the right to terminate this Agreement in addition to other rights or remedies which the City of Watertown may have under this Agreement, or at law or in equity. In the event the City of Watertown or any employee breaches this Agreement, GPS will have the right to terminate this Agreement in addition to other rights or remedies which GPS may have under this Agreement, or at law or in equity. A party will not be in breach hereof unless such party has first been notified in writing by the other party of the alleged breach and the notified party has failed to cure the alleged breach within twenty (20) days following delivery of such notice. GPS acknowledges that no fees or commissions shall accrue or be due and payable hereunder during any period that the City of Watertown has provided written notice to GPS of the occurrence of any alleged breach unless GPS cures such alleged breach to the satisfaction of the City of Watertown prior to the expiration of the applicable cure period.

5. INTELLECTUAL PROPERTY

5.1 GPS agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights to the City of Watertown or any of the City of Watertown's affiliated businesses ("the City of Watertown Trademarks"), (b) ownership of all such the City of Watertown Trademarks shall remain the property of The City of Watertown or its affiliates, as the case may be, and (c) GPS will not use any the City of Watertown Trademarks under any circumstances without the prior consent of the City of Watertown, which consent the City of Watertown may withhold in its sole and absolute discretion.

5.2 The City of Watertown shall have all ownership rights in all written, recorded, photographic, or visual materials, all computations, sketches, reports, test data, survey results, photographs, renderings, and other materials pertaining to the services prepared by GPS produced in the performance of this Agreement including, without limitation, any business plans prepared by GPS (collectively, the "Documents and Reports"). All Documents and Reports shall be for the City of Watertown exclusive use and re-use at any time without further compensation to GPS. Any restrictions imposed by third parties, such as rights fees payable for use of images in photographs, etc., shall be immediately disclosed to the City of Watertown. GPS shall retain no ownership, interest, or title in the Documents and Reports. GPS shall not use any Documents and Reports for marketing purposes without the prior written consent of the City of Watertown, which consent may be withheld in the City of Watertown's sole discretion.

6. CONFIDENTIAL INFORMATION

During the term of this Agreement, GPS may gain access or be exposed to certain confidential and proprietary information relating to the business of the City of Watertown or its affiliates. GPS agrees that all such confidential and proprietary information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of the City of Watertown, which consent may be withheld by the City of Watertown in its sole and absolute discretion.

7. WAIVER

No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

8. SEVERABILITY

If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement.

9. OTHER ASSURANCES

The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

10. LIMITATION ON DAMAGES

GPS, its members, principals, directors, officers, employees, and affiliates shall not be liable to the client for any losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the client to GPS for its services. In no event shall GPS, its members, principals, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, cost, or expense (including, without limitation, lost profits and opportunity costs). The provisions of this document shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the completion or termination of this engagement.

11. COOPERATION

The Client shall cooperate with GPS in connection with the performance of its services hereunder, including providing GPS with reasonable and timely access to the client's information, data, and personnel.

12. FORCE MAJEURE

GPS shall not be liable for any delays or failures to perform its services resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, or other violence, or any law, order, or requirement of any governmental agency or authority.

13. COUNTERPARTS

This Agreement may be executed in counterparts, or by facsimile or electronic mail (email) counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute the same Agreement.

14. CONSENT AND GOOD FAITH DEALINGS

The parties hereby covenant, each to the other, that each will deal with the other equitably, and will take into account the reasonable commercial expectations of the other in the exercise of rights and obligations hereunder. When consent or approval is requested for any action, the party from whom approval is sought shall give full and fair consideration to the financial issues raised by the other party and shall act in a fair, timely and non-capricious manner. Unless otherwise indicated specifically in this document, consent and approvals shall not be unreasonably withheld, delayed or conditioned.

15. DELIVERABLES

Upon termination of this Agreement, consultant shall deliver all records, notes, and data of any nature that are in consultant's possession or under consultant's control and that are client's property or relate to client's business. Client will be responsible for all sponsorship fulfillment thereafter.

16. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota, without regard to conflicts of law principles. The parties agree that venue

of any legal action arising out of this Agreement or incident thereto shall be proper in a court of competent jurisdiction in Minnehaha County, South Dakota, and each party waives any objection to such venue.

If you agree with the details outlined in this agreement, please indicate by signing this document in the space provided below, and return it to GPS. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Acknowledged and Accepted by:

Party (client) receiving services:

Company _____

Name _____

Title _____

Signature _____ Date _____

Party (consultant) providing services:

Great Plains Sponsorships, Inc.

Ryan A. Query

Founder & President

Signature _____ Date _____