

## **SERVICES CONTRACT BETWEEN THE CITY OF BROKEN ARROW AND DESTINATION SERVICES, LLC**

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**City**) and Destination Services, LLC, (**DESTINATION SERVICES**). The **City** has determined there is a continuing need for assistance with implementing the Broken Arrow Convention and Visitors' Bureau Tourism Asset Inventory and Strategic Plan in the **City** area. The **City** further finds that **DESTINATION SERVICES** is comprised of knowledgeable people having many years' experience in this field, whose expertise can supplement the activities of the **City**. City desires to support the implementation of the Strategic Plan to grow the tourism market in Broken Arrow.

The term of this Agreement commences on **April 1, 2017**, and expires **June 30, 2017**. This Agreement does not renew automatically.

The **City** shall pay Eight Thousand Four Hundred Dollars and 00/100ths (\$8,400.00) to **DESTINATION SERVICES** for disbursement to their professional consultant as compensation for meeting the needs described above, subject to availability of funding. In exchange for this compensation, **DESTINATION SERVICES** has no authority to make any commitments that bind the **City**.

The **City** shall be allowed to review **DESTINATION SERVICES's** books and receive a copy of its Form 990.

**DESTINATION SERVICES** is an independent contractor under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the **City** and **DESTINATION SERVICES** or its officers, employees, contractors or representatives for any purpose. **DESTINATION SERVICES** understands that all persons furnishing services in implementing this Agreement are contractors solely of **DESTINATION SERVICES**.

As partial consideration for this Agreement, **DESTINATION SERVICES** agrees to indemnify, defend (at the **City's** option), and hold harmless the **City**, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **DESTINATION SERVICES**, its competitors, guests, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to any injury or damage that occurs relating to **DESTINATION SERVICES** activities, or **DESTINATION SERVICES'S** performance or failure to perform the terms and conditions of this Agreement. Such obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the **City** and in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

This Agreement shall be subject to termination upon the failure of **DESTINATION SERVICES** to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement. The right to terminate this Agreement upon default of **DESTINATION SERVICES** is not exclusive and is in addition to any other rights and remedies provided by law or under this Agreement. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping the **City** from enforcing the full provisions thereof.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **DESTINATION SERVICES**.

This Agreement is not a waiver of any permit or other legal requirements, and does not assure approval based upon any circumstances other than compliance with the law.

This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Original Jurisdiction and venue for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. **DESTINATION SERVICES** shall conform to and abide by all Federal, State and local laws and regulations, including, but not limited to all laws regarding employment of aliens, and that no person shall be subjected to discrimination under a project, program or activity supported by this Agreement.

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

The parties have caused this Agreement to be executed on the dates hereinafter set forth.

As approved to form:

City of Broken Arrow

\_\_\_\_\_  
Assistant City Attorney

By \_\_\_\_\_  
Michael Spurgeon, City Manager

Attested:

\_\_\_\_\_  
City Clerk / Seal

Date of Execution:

\_\_\_\_\_

DESTINATION SERVICES

By: \_\_\_\_\_

President

Printed Name: \_\_\_\_\_

Mailing Address (other than the premises  
address): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of Oklahoma     )  
  ) ss.  
County of Wagoner    )

Before me, a Notary Public, on this \_\_\_\_ day of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the identical person who executed the within and foregoing instrument, and as President of the Broken Arrow Arts and Humanities Council, acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public