

CITY OF BROKEN ARROW SERVICES CONTRACT
BROKEN ARROW SENIORS, INC.

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**City**) and the Broken Arrow Seniors, Inc., a 501c3 organization, (**BASI**). The **City** has determined there is a continuing need for educational, recreational, social and nutritional programs for senior citizens in the **City** area. The **City** further finds that **BASI** is comprised of knowledgeable people having many years' experience in this field, whose expertise can supplement the activities of the **City**.

The term of this Agreement commences on **July 1, 2019** and expires **June 30, 2020**. This Agreement does not renew automatically.

The **City** shall pay **BASI** four thousand six hundred seventy four dollars and fifty cents (\$4,674.50) per month for twelve months as compensation for meeting the needs described above. **BASI** agrees to make efforts to expand its activities as the needs of the community and its own resources allow. **BASI** has no authority to make any commitments that bind the **City**.

BASI shall employ a full-time person to coordinate its activities on behalf of the **City**. **BASI** shall organize and distribute information, investigate and propose new programs, and coordinate existing efforts as an aid to the Senior citizens within the **City's** community. **BASI** shall provide a comprehensive, centralized program for senior citizens, including but not limited to a nutritional program at 1800 S. Main Street through a third-party user agreement with the Tulsa Senior Nutrition Program.

BASI shall furnish the **City** with a copy of an approved financial audit within one hundred and fifty (150) days of the end of **BASI'S** current fiscal year.

BASI 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 **BASI** or its officers, employees, contractors or representatives for any purpose. **BASI** understands that all persons furnishing services in implementing this Agreement are employees solely of **BASI**, and **BASI** shall bear the sole responsibility and liability for furnishing and shall furnish Workers' Compensation benefits for injuries from or connected with services performed pursuant to this Agreement.

As partial consideration for this Agreement, **BASI** 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 **BASI**, 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 **BASI** activities, or **BASI'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.

BASI shall provide the **City** with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, and actual or anticipated disputes with or claims by any individual.

Without limiting the **City's** right to indemnification, **BASI** and each of its contractors, including but not limited to its Nutrition Program, shall obtain insurance in no less than or in terms more restrictive than the following: General Liability Insurance covering all premises and activities, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate; and Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence; and Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma. **BASI** shall include the **City** as an Additional Insured on all required insurance policies. **BASI** shall also require its contractors to list the **City** as an Additional Insured. **BASI** shall submit certificates of insurance to the **City's** Risk Manager for approval before allowing any individuals, including but not limited to any contractors, to commence work or engage in any activities under this Agreement. **BASI** and its contractors shall maintain the required insurance with insurers that carry a Best's "A" rating and which are licensed and admitted to write insurance business in Oklahoma. Failure of **BASI** or its contractors to obtain and maintain any required insurance does not relieve **BASI** from any liability hereunder.

This Agreement shall be subject to termination upon the failure of **BASI** 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 **BASI** 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 estopping the **City** from enforcing the full provisions thereof.

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

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. **BASI** 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:

Danny L. Lough Jr.
Assistant City Attorney

City of Broken Arrow

By: _____
Michael L. Spurgeon, City Manager

Attested:

City Clerk / Seal

Date of Execution:

Broken Arrow Seniors, Inc.

By: _____
President
Printed Name: Sean Simpson
Mailing Address (other than the premises address): _____



State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public, on this 5 day of August 2019, personally appeared Sean Simpson, known to me to be the identical person who executed the within and foregoing instrument, and as President of Broken Arrow Seniors, Inc., acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: 9/6/21

Jacqueline C. Ellen
Notary Public