

CONTRACT FOR SERVICES

THIS CONTRACT is made and entered into this _____ day of _____ 2023, by and between the Chickasha Industrial Authority, a public trust authority of the State of Oklahoma whose sole beneficiary is the City of Chickasha, a municipal corporation of the State of Oklahoma (hereinafter referred to as “CIA”) and the Economic Development Council of Chickasha, Inc., a not-for-profit corporation (hereinafter referred to as “EDC”).

WITNESSETH:

WHEREAS, the CIA has determined that the EDC through its various committees and activities has as its primary function encouraging, promoting, and fostering economic and industrial development; and

WHEREAS, the CIA has determined that the EDC through such economic and industrial development activities assists in providing jobs which brings in income within the corporate city limits of the City of Chickasha; and

WHEREAS, the CIA, as a public trust authority whose sole beneficiary is the City of Chickasha, has determined that it is in the best interest of the citizens of the City of Chickasha to contract with EDC as set forth herein in order to encourage, promote, and foster economic and industrial development within the City of Chickasha; and

WHEREAS, the CIA has determined that it is in the best interest of its sole beneficiary, the City of Chickasha, to enter into this contract with EDC whereby the CIA and the City of Chickasha will be the beneficiaries of the activities and services provided by EDC in encouraging, promoting, and fostering economic and industrial development within the City of Chickasha.

WHEREAS, The EDC will not exercise policy functions regarding economic development, which will remain with the City Council and the governing bodies of agencies served by the EDC, but the EDC will be a service provider that performs consolidated economic development functions pursuant to contracts with the policy-making bodies; and

WHEREAS, it is within the legal discretion of the CIA to choose contractors to render professional services to the CIA, and therefore, the CIA desires to exercise its legal power to contract and to enter into this Agreement with the EDC to provide economic development professional services to the CIA for the benefit of the City.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, it is agreed by and between the parties hereto to enter into this contract for services as follows, to-wit:

Section 1

Condition Precedent to Enforceability of Contract

1.1 The parties hereto agree that the sole source of the funds necessary to fund this contract for services are to come solely from a hotel excise tax. Said hotel excise tax is contained within Ordinance No. 97-17 of the City of Chickasha which was adopted by the Mayor and Council of the City of Chickasha on the 18th day of August, 1997.

1.2 It is understood and agreed by the parties to this contract for services that should the hotel tax ordinance be repealed or determined to be invalid then this contract shall be null and void and both parties shall be released from all obligations contained herein.

Section 2

Term of Contract

2.1 This contract shall be effective the 1st day of July, 2023, and shall continue for a period of twelve (12) months until the 30th day of June, 2024, unless sooner terminated by either party as provided for herein. It is understood by the parties that there shall be no requirement or option to renew or extend this contract beyond this term and this contract shall terminate and come to an end on the 30th day of June, 2024.

2.2 If, for any reason, the hotel tax is determined to be invalid or if the hotel tax is not collected by the City of Chickasha for any reason or should the tax be repealed then this contract shall be deemed between the parties to be null and void and this contract shall terminate on said date.

2.3 Should either party to this contract be in breach of any of the terms and provisions of this contract, the non-breaching party may give written notice to the party in breach of this contract setting forth the nature of the breach. Upon receipt of the written notice by the party in breach of the contract, the breaching party shall have thirty (30) days to cure the breach or default. If at the end of thirty (30) days from receipt of the written notice the party in breach of the contract has not cured the breach or default, then the non-breaching party may at its option terminate this contract for services. This shall be the sole remedy for any breach of this contract or alleged breach of this contract. Upon terminating this contract as set forth within this paragraph the non-breaching party shall give written notice of its decision to terminate this contract to the party in breach of the contract.

Section 3

Consideration to be Paid

3.1 The consideration to be paid to EDC by CIA for the services to be performed under this contract shall not exceed \$365,000.00.

3.2 During the term of this agreement the CIA shall pay to the EDC the sums due under this contract on a monthly basis in an amount not to exceed \$30,416.67

Section 4

Services to be Performed

4.1 The EDC agrees to provide services to the CIA for the benefit of the City of Chickasha related to the planning, encouraging, fostering, promoting and development of programs to attract economic and industrial development to the City of Chickasha and to increase the quantity and quality of the jobs and the job market within the City of Chickasha. The services to be provided by the EDC shall include, but not be limited to the following:

- a. provide qualified and competent staff for the recruitment of and assistance to new businesses and industries, as well as for the expansion of existing businesses and industries, including providing management and administrative services necessary to present a viable program;
- b. enhance the economic development programs as directed by the EDC Board.
- c. operate the programs of EDC for the good of the general public and for the promotion of business, industry and trade within the City;
- d. work in promoting the City's image in the job market so that the City will be looked favorably upon by businesses and industries as a location viable for economic and industrial development;
- e. promote cultural, commercial, industrial and economic events in the City of Chickasha for the benefit of the City of Chickasha and its residents in the pursuit of developing and promoting of economic and industrial development;
- f. incur expenses necessary to promote, foster and encourage economic and industrial development within the City;
- g. supply and analyze information, research and ideas to develop economic and industrial development and to increase the number of jobs and employment;

- h. develop and maintain informational materials for any firms, companies, associations, businesses or individuals wanting to gain information concerning the City of Chickasha as a potential economic or industrial site;
- i. initiate original and follow-up contacts with firms, companies, associations or individuals who may be interested in locating businesses within the City of Chickasha or to work with existing firms, companies, associations, businesses or individuals to increase their job base;
- j. co-ordinate recruitment of industries with the City Manager to ensure that there will be no adverse impact to the environment of the City of Chickasha or the City's water and wastewater treatment facilities or distribution lines, sanitation facilities, drainage system, traffic patterns, public safety or cost of operations;
- k. keep the City informed of special needs, requests, and the like that may have an impact on future economic conditions effecting commercial, economic and industrial growth and/or decline;
- l. when requested by CIA and/or the City, develop statistical analysis tracking job growth, patterns and trends;
- m. maintain records and information pertaining to the City of Chickasha based on demographic statistics or other factors which may bear upon economic or industrial development;
- n. review and act upon recommendations of the CIA and/or the City of Chickasha concerning economic and industrial development and report, as/when appropriate, on all actions taken concerning any such recommendations;
- o. make available the EDC President at least quarterly or more frequently as requested by the Mayor to present ongoing economic development activity to the Chickasha City Council.
- p. assist in identifying, writing and obtaining grants for economic, commercial and industrial development purposes or projects within the City of Chickasha;
- q. EDC shall indemnify, and hold harmless the City and CIA, and all city councilmembers, trustees, employees, servants, and agents from any and all claims, suits, demands and causes of action resulting from the acts of any agent, officer, servant or employee of EDC or any other person pursuant to this Contract;
- r. EDC shall maintain liability insurance throughout the term of the Contract in an amount that, at minimum, conforms to the requirements of the Oklahoma Governmental Tort Claims Act, and shall list the City of Chickasha and the Chickasha Industrial Authority as additional insured on the policies. EDC agrees to maintain a minimum insurance coverage limits as set forth in Oklahoma Statutes Title 51 Section 154. EDC shall furnish the Chickasha Industrial Authority with satisfactory proof of the insurance required. The certificate of insurance provided shall contain a statement requiring the insurance carrier to provide the Chickasha Industrial Authority ten (10) days written notice prior to cancellation of coverage.

Statements such as “will endeavor” and “but failure to notify owner shall impose no obligation or liability of any kind upon the company” shall not be allowed.

THE CIA AND EDC JOINTLY AGREE:

1. Within 30 days of the date of this agreement, the EDC, with input from the CIA, will prepare a strategic plan to include mutually agreed upon goals, objectives and performance measures.

2. The consideration received under this Contract may be used by the EDC for any lawful purpose related to economic development within the City's jurisdiction, provided that such use is consistent with the City and the CIA's powers, duties, and limitations under applicable law.

3. The EDC agrees to keep its books and records available and open to the CIA for review subject to lawful non-disclosure agreements or privacy protections with potential or active economic development opportunities.

4. No officer, employee, contractor, or subcontractor of the EDC shall accept any gratuity or kickback for the performance of work under this Contract. The services of any officer, employee, contractor, or subcontractor of the EDC which is found to have accepted any such gratuity or kickback shall be immediately terminated by the EDC.

5. The EDC agrees that alcohol, including alcohol at events, may not be purchased or provided by consideration received under this Contract.

6. The EDC agrees that in performing its obligations under this Contract that it shall comply with all of the ordinances of the City of Chickasha, the laws of the State of Oklahoma, and the laws of the United States of America.

7. All persons working for EDC under this contract shall be employees of the EDC, subject to its exclusive management and control, and shall in no way be considered employees of the City or CIA; and that any liability which might arise shall be the sole liability of the EDC.

8. During the term of this contract if any vacancies shall occur in the Board of Trustees of the CIA, other than Trustees who are the Mayor or City Council Members, the EDC may recommend up to three (3) of its members to be appointed to the Board of Trustees of the CIA for consideration to be appointed by the Mayor and approved by the Chickasha City Council.

9. This contract is not assignable.

Section 5

Accounting

5.1 Within thirty (30) days of the effective date of this Agreement, the EDC shall prepare and provide to the CIA a budget. The EDC shall provide to the CIA any budget amendments approved by the EDC throughout the fiscal year.

5.2 The EDC shall maintain an adequate accounting system, and shall provide the CIA and the City of Chickasha with documented accountings of the distribution of the funds provided as consideration for the activities and services governed by this contract. EDC will, at no expense to the City or CIA, provide an annual audit and accounting of the expenditures of funds covered by this contract.

5.3 Within 30 days of the approval of the effective date of this agreement the EDC shall establish a Cash Management Policy which provides for competition amongst FDIC insured banks for the holding and investment of idle funds of the EDC. The terms of each banking relationship shall be disclosed in monthly financial reports including the amounts and rate of return on cash held by each institution.

5.4 The EDC will submit monthly statements to the CIA detailing services rendered during the previous month. The EDC will also submit to the CIA, a check register that includes payee name or entity, amount and purpose of expense with the exception of payroll checks. All payroll checks will be made available for inspection by authorized City of Chickasha personnel.

5.5 The consideration provided for in this contract for services is understood by the parties to be intended for the purpose of accomplishing objectives which inure to the benefit of the CIA, the City of Chickasha and its citizens as a whole and are done in consideration of the public health, safety and general welfare of the citizens of the City of Chickasha.

This contract is the entire contract between the parties. This contract cannot be amended without the written consent of both parties hereto and no prior oral negotiations between the parties shall be part of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

CHICKASHA INDUSTRIAL AUTHORITY

By: _____
Chairman

ATTEST:

(SEAL)

ECONOMIC DEVELOPMENT COUNCIL OF
CHICKASHA, INC.

By: _____
Chairman

ATTEST:

(SEAL)