

**PROFESSIONAL SERVICES AGREEMENT
THE EAST END OKC MERCHANT ASSOCIATION, INC.,
FY25**

Pursuant to this Agreement, The City of Oklahoma City (City) and The East End OKC Merchant Association, Inc., a private nonprofit corporation (East End), agree as follows:

WITNESSETH:

WHEREAS, The City is a municipal corporation organized and existing under the laws of the State of Oklahoma; and

WHEREAS, it is the desire of the City to promote, foster, and develop economic growth in Oklahoma City; and

WHEREAS, The City recognizes the benefits to The City and its inhabitants by working with strong community-based entities that work hard to revitalize a commercial district and to promote economic development and community renewal in areas of the City that are in decline or in need of revitalization and rehabilitation; and

WHEREAS, The East End OKC Merchant Association, Inc. was incorporated as an Oklahoma not-for-profit corporation in 2022 with a mission to establish a collective voice for the interests on and around the NE 23rd Street corridor, develop goals and implement programs for better community, and encourage economic growth and tourism in the East End District, generally along NE 23rd Street between Kelly Ave. and Miramar Ave; and

WHEREAS, East End is entering its second full year of district revitalization efforts in conjunction with the City's Commercial District Revitalization Program and has requested funding from the City; and

WHEREAS, East End understands the importance of becoming self-sustaining and implementing strategies to replace City funding; and

WHEREAS, The Planning Department's CDRP staff and Division Manager has approved East End's proposed Scope of Work and recommends that the City enter into a Professional Services Agreement (Agreement) with East End not to exceed **Twenty Thousand Dollars (\$20,000)** according to the Scope of Work and Program Services included herein as Attachment "A"; and

WHEREAS, The City desires to foster the growth of the East End district, support the organization's mission and its initiatives to accomplish self-sufficiency, and utilize the experience and knowledge of East End in these efforts.

NOW, THEREFORE, in exchange for the consideration, covenants, agreements, and premises set forth herein, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following words and phrases, when used in this Agreement, shall have the following meanings:

- A. **"Contractor"** shall mean **The East End OKC Merchant Association, Inc.**, by and through its board of directors and staff.
- B. **"Mayor" and "City Manager"** shall mean the Mayor of The City of Oklahoma City and the City Manager of The City of Oklahoma City, respectively.
- C. **"The City"** shall refer to the Mayor and City Council of The City of Oklahoma City unless the duties are designated to the City Manager, or the Program Coordinator.
- D. **"Performance Indicators"** shall mean the objective indicators by which the accomplishment of the Scope of Work and Program Services are reported and measured.
- E. **"Program Year"** shall mean the period of time for which this Agreement is in effect.
- F. **"Program Coordinator"** shall mean the City employee designated by the City Manager to administer the provisions of this Agreement on behalf of The City's Commercial District Revitalization Program.
- G. **"Scope of Work"** shall mean the total community-based, commercial district revitalization and related economic development activity to be performed by the Contractor, as identified in this Agreement, utilizing all or part of the funds allocated by The City for this Agreement.
- H. **"Support Services"** shall mean any and all staff services utilized to perform the Scope of Work and Program Services set forth in this Agreement and provided by District staff in support and furtherance of the Scope of Work and Program Services.
- I. **"Work Product"** shall mean the documentation and provision of all supporting information, data, documents and reports required under this Agreement.
- K. **"Fiscal Year"** shall refer to period beginning **July 1, 2024** and ending **June 30, 2025**.
- J. **"Attachments"** shall refer to the following items in this Agreement:

Attachment A: Contractor Scope of Work and Program Services
Attachment B: Format for Request for Compensation Invoice
Attachment C: Certificate of Nondiscrimination
Attachment D: Anti-collusion Affidavit
Attachment E: Business Relationship Affidavit
Attachment F: Certificate of Insurance

SECTION 2. COMMERCIAL DISTRICT REVITALIZATION PROGRAM OVERSIGHT

- A. The Commercial District Revitalization Program Staff, hereinafter referred to as the "Program Coordinator," is appointed by the City Manager and shall review the progress of the Contractor in accomplishing the Scope of Work and Performance Indicators; receive copies of the Reports; receive the Final Report; and review other issues and topics relevant to the Scope of Work and Program Services and the work of the Contractor under this Agreement.
- B. The Contractor may request amendments to this Agreement at any time during the term of the Agreement. The Program Coordinator will consider amendments to the Agreement, as needed, and make recommendations to the City Council on the same.
- C. Should the Contractor desire to continue to provide commercial district revitalization and related economic development services to The City, the Program Coordinator shall review the proposed Budget, Scope of Work, Program Services and Performance Indicators to assure they are consistent with and will further the goals of The City's adopted Policies for Commercial District Revitalization; and make a recommendation upon the same to the City Council. In making its recommendation to the City Council, the Program Coordinator shall also consider the Contractor's annual budget and financial resources, its capacity to provide the proposed work and services, and whether or not the proposed work or services are duplicated by other providers within the community.
- D. The Contractor shall meet upon call of the Program Coordinator to consider existing or new business and receive reports, payment summaries or other information. During the term of the Agreement, the Program Coordinator may amend the budgeted amounts for the Program Services so long as such changes do not increase the total amount of this Agreement. The Program Coordinator may direct that no final payment for the contract year shall be made until the Contractor meets all the requirements set forth in this

Agreement. The Contractor may appeal any adverse determination of the Program Coordinator to the City Manager whose decision shall be final.

SECTION 3. SCOPE OF WORK AND PROGRAM SERVICES

The Scope of Work and Program Services to be provided by the Contractor in performance of this Agreement shall consist of the provision of the Scope of Work and Program Services set forth in **Attachment "A"** together with the Reports and other obligations set forth herein.

- A. The Contractor shall perform the Scope of Work and Program Services and timely provide the Reports listed herein.
- B. The Contractor is not authorized to perform, and shall not be compensated for, any other additional work or program services except as approved in writing by the parties to this Agreement, and at compensation negotiated therein.

SECTION 4. COMPENSATION

The Contractor will only be compensated for the Scope of Work and Program Services to be provided to the City under this Agreement. For convenience of administration only, the compensation paid to the Contractor may include certain authorized business expenses related to the Scope of Work and Program Services to be provided. The compensation will be made based on the following criteria:

- A. Evidence of Matching Funds Required. Contractor shall provide evidence of having raised private funds to match the City's agreed compensation. To implement this requirement, the City's reimbursement will be for **93 percent** of eligible expenses incurred and approved for payment, which equates to a minimum match of **7 percent** of eligible expenses from Contractor for the contract year.
- B. Compensation for Scope of Work and Program Services. Under the terms of this Agreement, Contractor agrees to perform the work described in the Scope of Work and Program Services and to provide the Reports and other materials required herein. The City agrees, upon the submission of a proper claim, to compensate the Contractor in an amount not to exceed **\$20,000** for the work and services performed.

- C. Compensation based on Reimbursable Expenses. It is expressly understood and agreed that all payments made by the City under this Agreement are in consideration of the services (Scope of Work) required to be provided by the Contractor. For administrative convenience, the compensation may include reimbursement of authorized business expenses made by the Contractor to carry out the Scope of Work and to provide the required reports.

SECTION 5. SUBMISSION OF REQUESTS FOR COMPENSATION

- A. Request for Compensation. The Contractor shall submit to The City a Request for Compensation invoice for the Scope of Work and Program Services performed and expenditures paid by the Contractor during the monthly billing period. The Request for Compensation shall be in the form and format provided in **Attachment “B”**. The Request for Compensation shall cover the first billing period of July 1 – July 31. Subsequent billing periods begin on the first day of the month and end on the last day of the month. Each Request for Compensation form will be signed by the Contractor President or his/her designee and sent to the attention of the Program Coordinator no later than the 15th day of the month following the billing period.
- B. Attachment with Cost Detail Required. The Request for Compensation will have an attachment listing the claims under each Program Service as outlined in **Attachment “B2”**.
1. Each item claimed will list the invoice date, name of the provider or vendor, service or item provided, and the amount claimed.
 2. Invoices or other documentation for each claim will be attached and clearly identify the invoice date, name of the provider or vendor, service or item provided, full amount of the item or service and the amount claimed.
 3. Each invoice or supporting document shall provide proof the invoice was paid.
 4. Each item of supporting detail will be clearly labeled to correspond to the list of claims for each Program Service.
 5. Where Support Services by the Contractor’s staff are billed under this Agreement, the supporting detail will include the number of hours per month or percentage of time the staff member devoted to Program Services in the Scope of Work.

6. Claims submissions will include any other attachments or information the Contractor deems appropriate to fully inform the Program Coordinator of the current status of each Program Service and Performance Indicator, or as requested by the Program Coordinator, or The City.

C. Requests and Claims for Compensation Related to Training. The City recognizes that its goals in supporting a commercial district revitalization program will be enhanced by a better educated and informed Contractor staff and volunteer participants in how to meet its community revitalization and economic development goals. As a part of the Scope of Services it is anticipated that the Contractor will participate in applicable training programs. All requests for training events and materials shall be directly related to a Program Service or other requirements set forth in the Agreement. Program Funds, separate from the matching funds allocated for the Scope of Work to be performed by the Contractor under this Agreement, must be available at the time the request is made in order for the Program Coordinator to consider a request for a training program.

1. Advance approval in writing or via email from the Program Coordinator is required for expenses related to training that may be compensated under the terms of the Agreement.
2. Training events and materials procured by the organization shall benefit the organization's staff and board members. Training requests must show the name and title of the person(s) attending the training event, the dates of the training, the location of the training, the purpose of the training in relation to this Agreement, and an itemized estimate of all costs associated with the proposed training event or materials. No requests for a spouse's or companion's training expenses will be approved unless the President of the Contractor's Board indicates that those for whom approval is sought were selected as official delegates or representatives for the training function.
3. The City reserves the right to deny approval for training requests that do not meet the requirements set forth in this Agreement.
4. Claims for compensation related to pre-approved training requests must be attached to the next monthly Request for Compensation once the training is complete.

5. Compensation related to lodging, meals, and related expenses will be only for the days directly associated with the authorized training.
6. The City reserves the right to deny compensation related to training expenses for which prior approval was not granted.

D. Requests and Claims for Compensation Related to Travel Expenses. All requests for compensation related to travel expenses shall be directly related to a Program Service or other requirements set forth in the Agreement.

1. Advance approval in writing or via email from the Program Coordinator is required for anticipated travel expenses related to the Scope of Work to be provided under this Agreement.
2. Travel requests must show the name and title of the person(s) traveling, the dates of departure and return, destination, purpose of the trip and an itemized estimate of the proposed travel expenses. No requests for a spouse's or companion's expenses will be approved unless the President of the Contractor's Board indicates that those for whom approval is sought were selected as official delegates or representatives for the function.
3. The City reserves the right to deny approval for travel requests that do not meet the requirements set forth in this Agreement.
4. Claims for reimbursement for approved travel requests must be attached to the next monthly Request for Compensation once the travel is complete.
5. Compensation requests related to lodging, meals, and related expenses associated with travel required to meet the Scope of Services will be only for the days directly associated with the authorized trip.
6. The City reserves the right to deny compensation for any travel expenses for which prior approval was not granted.
7. All air travel shall be by coach fare unless a lesser fare is available.

E. Other Request for Compensation Requirements.

1. No request shall be submitted for any personal phone calls or personal items.

2. No request shall be submitted for any beer or alcoholic beverages costs.
 3. Any submittal for a meal with a cost of \$40.00 or more must be supported by a copy of the restaurant's bill showing what was ordered and the names of the persons served.
 4. Claimed expenses for travel in a private vehicle are limited to the cost per mile specified in the IRS regulations in effect at the time the vehicle was used, and the claim must include the number of miles driven.
 5. The City will not reimburse for late charges on any items.
- F. Excessive, Irregular or Late Claims may be Denied. The City reserves the right to deny compensation related to any claims it deems irregular or excessive. The City is not required to accept and process for payment any invoice or Request for Compensation received more than ninety (90) days after the close of the quarterly reporting period. This Agreement is in effect for the fiscal year ending June 30 and all claims must be received no later than July 25.
- G. Requests Shall Not Exceed Available Funds. All Requests for Compensation forms shall provide sufficient detailed documentation for adequate evaluation and audit and shall not exceed the available funds for the Program Services as set forth in **Attachment "A"** to this Agreement.

SECTION 6. APPROVAL OF CLAIMS

- A. The Program Coordinator is authorized to approve claims for compensation, subject to review and approval by the Planning Director or the City Manager or designee.
- B. Upon submittal of the Request for Compensation Invoice by the Contractor, the Program Coordinator shall review, and approve or reject the payment request as appropriate.
1. If approved pursuant to the process described above, the Program Coordinator shall cause the invoice to be paid in accordance with the City's purchasing policies and procedures.

2. If the invoice is rejected, the Program Coordinator shall notify the Contractor of the reasons for the rejection. The Contractor shall then provide the necessary information, or make the necessary corrections or adjustments, to gain approval of the invoice and payment request.

SECTION 7. REPORTS

As a part of the Scope of Work and Program Services specified in this Agreement and in order to keep The City informed of progress and accomplishments for each element of the Program Services and Performance Indicators, the Contractor shall provide the following Reports. All of the specified reports in this section shall be in writing, unless otherwise directed by the Program Coordinator, Planning Director, or the City Manager.

- A. Quarterly Reports. Quarterly Reports for each quarter (Q) of the fiscal year (FY) covered by the Agreement are due on the following dates during the contract fiscal year: Q1, October 15; Q2, January 15; Q3, April 15; and Q4, July 15. The Quarterly Reports shall contain the following elements and follow the form and format of the Scope of Work as authorized in **Attachment “A”**:
 1. A summary of activities conducted under the Scope of Work quantitative indicators which substantiate progress toward the accomplishment of each Program Service Goal; and
 2. The total expenses incurred during the reporting period and the remaining balance; and
 3. Any recommendations for additional or different direction in the development and execution of each Program Service; and
 4. Any other attachments, financial reports, or information deemed appropriate by the Contractor or the Program Coordinator to inform the Planning Director, City Manager and the City Council of the Contractor’s progress.
- B. Final Report. The Final Report on the entire Scope of Work of the previous fiscal year is due by July 25. The Final Report will be developed and presented in writing to the Program Coordinator at the end of the term of this Agreement to detail the Contractor’s

accomplishments under each Program Service. The Final Report shall be prepared in the form and format of the Scope of Work in **Attachment “A”** and include the following elements:

1. Compare actual results and quantify accomplishments with the stated indicators;
2. Identify and explain any failure to obtain a stated goal or objective; and
3. Outline emerging challenges and opportunities that impact the district’s vitality and Contractor’s capacity.

The Program Coordinator shall consider the Final Report and either approve the Final Report and receive the Program Services and the work thereunder as acceptable and complete or reject the Final Report and return it for additional information and/or documentation. In the event the Program Coordinator rejects the material presented, Contractor shall amend, clarify, and/or update the Final Report in response to any questions, concerns or deficiencies detailed by the Program Coordinator as a condition of acceptance of the Program Services as complete. The Program Coordinator shall accept the Scope of Work for the fiscal year under review as complete upon review and approval of the Final Report.

SECTION 8. GENERAL PROVISIONS

- A. The Contractor agrees to devote its best efforts and resources to the Scope of Work and Program Services and to The City's interests and will endeavor in every way to satisfy all the provisions of this Agreement.
- B. The Contractor agrees to provide and assign to the tasks specified in this Agreement the qualified and competent staff necessary to accomplish the Scope of Work and Program Services in a viable, efficient, and effective manner with an emphasis on fostering economic development for the City and revitalization of the area served by Contractor.
- C. The Contractor agrees to work with the City and with other recognized participants of the City’s Commercial District Revitalization Program and the other entities with which the City has economic development agreements to foster programs of benefit to the City.

- D. The Contractor agrees that the standard of care applicable to the Contractor's Scope of Work and Program Services will be the degree of skill and diligence normally employed by professionals and consultants performing the same or similar services.
- E. The Contractor shall be represented by its Executive Director and/or a Board Member at Commercial District Revitalization Program meetings called by the Program Manager during the contract year.
- F. The Contractor shall provide a list of its Officers and Board Members and a copy of its annual budget to the City at the commencement of this contract and with any proposal for an amendment or for any program for the next fiscal year.
- G. The parties hereby agree to provide to each other reasonable access to and use of their respective Database Files and Data and other statistical information relative to the Scope of Work and Program Services and activities to be performed hereunder without cost or charge.

SECTION 9. FINANCIAL RECORDS REPORTING AND ACCESS

- A. The Contractor shall maintain its financial records in accordance with generally accepted accounting principles applied on a consistent basis.
- B. When requested by the Program Coordinator, the Contractor will provide a copy of the Contractor's most recent financial reports prepared and signed by the Contractor's Treasurer and/or accountant and received by the Contractor's Board of Directors.
- C. The City reserves the right to examine or audit all documents supporting expenditures, invoices, and Requests for Compensation at any time, and shall provide written notice of such request whenever possible or practical, but notice is not required. This right shall not expire upon termination of this Agreement.
- D. It should be noted that detailed receipts are submitted to the City as a part of the invoice process under the terms of the Agreement, and a thorough review of all expenditures is performed by City staff prior to reimbursement under the contract.

- E. In the event the Contractor secures an independent audit by a Certified Public Accountant, the City shall be provided a copy of any such audit. In the event of litigation or in situations wherein allegations of financial improprieties are made, the City may require that the Contractor secure and provide an independent audit by a Certified Public Accountant at the Contractor's expense.

SECTION 10. DISCLOSURE

- A. The Contractor hereby agrees to create, collect, and maintain, and to present upon request of the Program Coordinator, the City Manager, or the City Auditor, any and all financial records, documentation, invoices, agreements, and other detailed information relating to this Agreement. The Contractor shall provide any and all documentation of any and all compensation for Program Services, including Support Services or other services and expenses provided or to be provided, directly or indirectly, as a whole or as a part, to The City in connection with the performance of this Agreement.
- B. The Contractor will use its best efforts to require its associates to create, collect, and maintain, and to present upon request said information to The City. An "associate" shall mean any person performing work by contract, subcontract or any other arrangement for which reimbursement is or may be sought under this Agreement. Said detailed information maintained by the Contractor and any associate shall be available for inspection at reasonable times.
- C. To the extent possible under law, The City shall assist the Contractor in protecting confidential, trade secret and copyrighted documents, whether disclosed or not under the terms hereof by notifying the Contractor of any such request and providing the Contractor the reasonable opportunity to file an appropriate action precluding the release of such documents by the City. Provided, however, the Contractor shall intervene on its own behalf to establish all grounds for protecting its confidential, trade secret and copyrighted documents at any hearing to determine same.
- D. The Contractor agrees the retention period for all documents required to be maintained under this Agreement shall be five years.

SECTION 11. CONTRACTOR AS INDEPENDENT CONTRACTOR

The parties hereby acknowledge and covenant that the Contractor is an independent contractor and will act exclusively as an independent contractor and not as an employee of the City in performing the duties hereunder. The parties do not intend and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. The City will not withhold any social security tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to the Contractor. All such taxes, if due, are the responsibilities of the Contractor and will not be charged to the City. The Contractor agrees not to make any claims to any welfare or retirement benefits available to qualified employees of the City, for work done in relation to this Agreement. Contractor, as an independent contractor is responsible for any required workers' compensation coverage or insurance, and under no circumstances shall the Contractor or its employees or agents be considered an employee of The City.

SECTION 12. RECOVERY OF FUNDS

It is expressly understood and agreed The City may recover from the Contractor any funds paid to the Contractor under this Agreement that are later documented to have been improperly claimed or paid. This right shall not expire upon the termination or expiration of this Agreement.

SECTION 13. CANCELLATION

- A. The City may cancel this Agreement, or any portion of this Agreement, upon written notice to the Contractor. Such notice shall be deemed to have been received when deposited in the United States certified mail, with proper address and sufficient postage thereon. If the cancellation is for the convenience of the City and not for any impropriety, default, or breach of contract on the part of the Contractor, the City shall provide sixty (60) days written notice of the cancellation. Upon receipt of written notice of cancellation whether for convenience or for cause, the Contractor shall do no further work and make no further commitments or expenditures related to this Agreement without the express written consent of The City.

- B. After the date of cancellation hereof, The City shall compensate the Contractor for Work Product and Program Services actually provided or incurred, and appropriately and properly documented by the Contractor while this Agreement was in effect and incurred up to date of cancellation, all in accordance with the billing procedure and provisions of this Agreement.
- C. The Contractor will deliver to The City, within a reasonably prudent time of its request, such Data and Data Files, Work Product, and materials requested by The City pertaining to the Work Product and Program Services rendered or to be rendered hereunder. The items to be delivered to The City include, but are not limited to, all drawings, sketches, notes, reports, documents, and information used or to be used in any Projects, and all written original ideas and written concepts being ideas and concepts created as a product of this Agreement which become The City's property by the terms of this Agreement. The City shall have this right during the term of this Agreement and for five years after the termination of this Agreement. The City Manager shall designate a representative or representatives to review these deliverables at any time during the term of this Agreement and for five years after the termination of this Agreement to determine which deliverables the City may request. The Contractor may not destroy any Data and Data Files, Work Product, and materials without the prior written approval of the City Manager.
- D. At any time during the term of this Agreement, The City may cancel any Work Product, Program Service, or Project to be performed by the Contractor without affecting any other Program Service, or the rights of The City hereunder.

SECTION 14. PROGRAM PROPOSALS

Should the Contractor desire to continue to provide commercial revitalization and economic development services to The City for the next fiscal year, the Contractor will work with the Program Coordinator to develop and evaluate the scope of services to be provided in the future. The Contractor is expected to submit timely response to any request for information and/or proposals upon written request from the Program Coordinator. The Contractor will be expected to meet with the Program Coordinator as requested to discuss future Program Proposals and the commercial district revitalization services to be provided to The City.

SECTION 15. COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE LAW

- A. The Contractor shall comply with all existing codes and ordinances of The City, the laws of the State of Oklahoma, and the laws of the United States of America relating or pertaining in any manner to this Agreement.
- B. The laws of the State of Oklahoma shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that any action, at law or in equity, regarding or relating to this Agreement shall be in a court of appropriate jurisdiction in Oklahoma County.

SECTION 16. PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide regular employee or agent working solely for the Contractor to solicit or secure this Agreement, and that neither the Contractor nor any entity thereof, has paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working for the Contractor, or any entity thereof, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the making of this Agreement.

SECTION 17. NOTICES

- A. Notices to The City shall be in writing personally served, faxed, or sent by certified mail to:

Craig Freeman, City Manager
The City of Oklahoma City
200 North Walker Avenue, 3rd Floor
Oklahoma City, OK 73102

with a copy to:

Planning Department
Kim Cooper-Hart
420 W. Main St., Suite 930
Oklahoma City, OK 73102

Amy K. Simpson
City Clerk
200 North Walker, 2nd Floor
Oklahoma City, Oklahoma 73102

or to such other official and/or address as The City may from time to time specify in writing.

- B. Notice to the Contractor shall be in writing, personally served or sent by fax or certified mail to the following addresses or to such other official addresses as the Contractor may from time to time specify in writing:

Victoria Kemp, Board President
The East End OKC Merchant Association, Inc.
1732 NE 23rd Street, Suite C
Oklahoma City, OK 73111

SECTION 18. ASSIGNMENT

This Agreement cannot be assigned or transferred unless approved in writing by The City.

SECTION 19. AMENDMENT

This Agreement may only be modified by written amendment executed by the Contractor and The City.

SECTION 20. DEFEND, INDEMNIFY AND SAVE HARMLESS

To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify and save harmless the City and its officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Contractor's negligent acts, operations, errors and/or omissions under or in connection with this Agreement and the parties for whom either entity is legally responsible. The Contractor shall promptly advise the City in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Contractor, at its expense, shall assume the defense of the City with counsel satisfactory to the

City. This section shall survive the expiration of this Agreement. Provided, however, the Contractor need not release, defend, indemnify or save harmless the City or its officers, agents and employees, from damages or injuries resulting from the negligence of the City, its officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

SECTION 21. INSURANCE

- A. Required insurance shall be carried and maintained throughout the term of this Agreement, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to The City and any participating public trust.
- B. During the term of this Agreement, the Contractor shall provide, pay for, and maintain with companies satisfactory to The City the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the state of Oklahoma. All liability policies shall provide that The City is named an additional insured as to the operations of the Contractor under this Agreement and shall provide the following Severability of Interest Provision:

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein and coverage shall apply as though each such interest was separately insured.

- C. The insurance coverage and limits required under this agreement must be evidenced by properly executed certificates of insurance on the forms furnished by The City. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all required insurance policies shall be provided to The City in a timely manner if requested by The City. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

- D. No less than thirty (30) days prior written notice by registered or certified mail shall be given to The City of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall immediately notify The City and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time The City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to The City such statement. The Contractor authorizes The City to confirm all information so furnished as to the Contractor's compliance with its insurance requirements with the Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by The City. No work shall commence under this Agreement unless and until the required certificates of insurance are provided and in effect.
- E. The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of The City. Such coverage and limits are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the Contractor should seek professional assistance. The Contractor shall provide to The City evidence of the following insurance requirements as set forth herein:
1. Worker's Compensation. The Contractor shall maintain, during the term of this Agreement, worker's compensation insurance as prescribed by the laws of the state of Oklahoma.
 2. Commercial general liability insurance. The Contractor shall maintain during the term of this Agreement sufficient commercial general liability Insurance to protect the Contractor and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under this Agreement, whether such

activities, omissions and operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than The City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:

- a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.
3. Automobile liability insurance shall be maintained by the Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$175,000.00 Limit each person
	\$1,000,000.00 Limit each accident
Property damage liability	\$25,000.00 Limit each accident
	or
Bodily injury and	
Property damage liability	\$1,000,000.00 Combined single limit each accident

Any lapse of insurance coverage is declared a breach of this Agreement. The City may, at its option, suspend this Agreement until there is full compliance with this paragraph “Insurance” or terminate this Agreement for nonperformance.

SECTION 22. NONDISCRIMINATION AND IMMIGRATION COMPLIANCE

In connection with the performance of work and/or services under this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, gender, sexual orientation, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Contractor shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor shall comply with provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.
- B. The Contractor agrees to comply with all applicable provisions of the “Oklahoma Taxpayer and Citizen Protection Act of 2007,” (Act) codified in part at 25 O.S. §§ 1312 and 1313.
- C. In the event of Contractor’s noncompliance with the nondiscrimination clause or the immigration requirements set forth in subparagraph (A) and (B) above, this Contract may be suspended, canceled, or terminated by the City. The City may declare The Contractor ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Contractor.
- D. The Contractor agrees to include the nondiscrimination clause in any subcontracts connected with the performance of this Contract.
- E. The Contractor agrees to sign the City’s Nondiscrimination Statement **Attachment “C”**.

SECTION 23. NO THIRD-PARTY BENEFICIARIES

The Agreement gives no rights or benefits to anyone other than The City and the Contractor and has no third-party beneficiaries.

SECTION 24. WHOLE AGREEMENT

The Work Product and Program Services to be provided by the Contractor are defined solely by this Agreement, and not by any pre-execution statements, documents, representations, contracts or agreements between the parties that may be associated with this Agreement or the negotiation hereof.

SECTION 25. EFFECTIVE DATE, AGREEMENT TERM, AND TIME

- A. This Agreement shall be Effective **July 1, 2024**. All Work and Services to be performed hereunder to be completed by **June 30, 2025**, except as otherwise specifically provided.
- B. This Agreement may be renewed annually upon mutual agreement of the parties.
- C. Time shall be deemed to be of the essence for this Agreement.

SECTION 26. CAPTIONS

The captions provided herein, above each section, shall not in any way limit, restrict, affect, or define the meaning of the section.

(The remainder of this page is intentionally blank. Signature pages follow.)

APPROVED by The East End OKC Merchant Association, Inc., this 18 day
of June, 2024.

The East End OKC Merchant Association, Inc.

By: Victoria Kemp
President
(Print name and Title of Person who Signed)

THE EAST END OKC MERCHANT ASSOCIATION, INC.,
EXECUTIVE OFFICER WITNESS

IN WITNESS WHEREOF, this Contract was signed and approved on behalf of the
The East End OKC Merchant Association, Inc., this 18 day of June, 2024.

The East End OKC Merchant Association, Inc.,
Executive Officer

By: [Signature]

Brandt Jones - Vice President
(Print name and Title of Person who Signed)

State of: Oklahoma
County of: Oklahoma
The foregoing instrument was acknowledged
before me 18 day of June, 2024
Megan Gentry
Your Name Here, Notary Public
My Commission Expires 08/07/2027

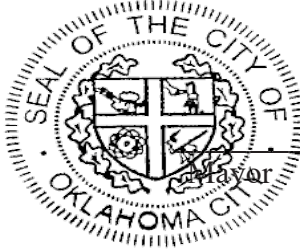


IN WITNESS WHEREOF, this Contract was approved and executed by the City Council and executed by the Mayor of The City of Oklahoma City this 30TH day of JULY, 2024.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K Simpson
City Clerk



David Holt

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor

**ATTACHMENT “A”
SCOPE OF WORK AND PROGRAM SERVICES**

The East End OKC Merchant Association, Inc. July 1, 2024 - June 30, 2025 Scope of Work \$21,500 City Contract: \$20,000 District Match \$1,500		
	Actions and Measurements	Due
	Organization / Governance	
1	Board to hire a part-time District Manager to oversee communications and governance and ensure administrative tasks are completed on time.	Q1
2	Work with OKCNP or other source to identify and provide training for board members and District Manager.	Q1
3	Executive Committee to apply for IRS 501(c3) designation to increase fundraising options.	Q1-Q4
	Placemaking / Art / Beautification	
4	Work with partners on Community Improvement Events: Homecoming Weekend Volunteer Projects (May) and Juneteenth on the East (June)	Q4
5	Create and install at least 12 street pole banners to increase awareness and beautify the corridor.	
6	Identify partners and contract for a district mural	Q3-Q4
7	Organize and convene property and/or business owners according to direction from the Strategic Plan	Q1-Q4
8	Continue as community engagement partner with the City for the NE 23rd Streetscape plan	Q1-Q4
	Marketing, Programming and Promotions	
9	Improve online visibility and social media engagement.	Q1-Q4
10	Develop a membership recruitment package to work toward outreach and fundraising goals	Q1-Q4
11	Host the annual Black is Gold tree-lighting festival and community celebration.	Q2
12	Create and host at least 2 business / community focused events to improve engagement, attract sponsorships, and highlight local food and culture.	Q4

**ATTACHMENT “B”
FORMAT FOR REQUEST FOR COMPENSATION INVOICE**

B1. INVOICE COVER SHEET EXAMPLE

MONTHLY INVOICE AND REPORT EXAMPLE ASSOCIATION			
Remit Payment to:	Contract Period		
DISTRICT NAME AND ADDRESS	Invoice Period	(DATE)	
	Invoice Number		
	Invoice Date		
	Vendor Number	#####	
FY- Contract Amount			\$20,000
	FY- Total Scope of Services (contract + match)		\$25,000
Program Area Services	Current Expenses	Contract match	
Expenses Eligible for City Reimbursement	\$ -		\$5,000
Required Match	\$ -		20%
INVOICE TOTAL		\$ -	
Contract Balance			
			\$ 20,000.00
<i>On behalf of the (DISTRICT), I, the undersigned, request payment of the following claims submitted in accordance with the provisions of the contractor's Professional Services Agreements with the City of Oklahoma City.</i>			
	President or designee Signature		Date
Submit invoices to: Donna Cervantes at donna.cervantes@okc.gov or mail to Donna Cervantes, The City of Oklahoma City, Planning Department, 420 W. Main, Suite 930, Oklahoma City, OK 73102			
For City of Oklahoma City use only:			
Payment Authorized by:			
			Date

B2. DETAILED MONTHLY ACTIVITIES EXAMPLE TO ACCOMPANY INVOICE

Example 1	DIRECTOR'S MONTHLY EXPENSE REPORT			
JULY	Director Payroll for July 15, 2020			
	Director Payroll for July 31, 2020			
	TOTAL	\$ 2,500		
Program Services	Description (list of activities; tie to Scope of Work)	% of Time	Hours	
Board Dev't & Governance, Talent Mgm't and Fundraising		40%	60.00	
	Hosted a board training			
	Finalized grant for Capital Campaign.			
District Arts, Culture & Promotion		50%	75.00	
	Social media planning and execution.			
	Updated website with new events and programs			
District Livability		10%	15.00	
	Streetscape meetings and planning			
	total	100%	150	
Example 2	DISTRICT MONTHLY EXPENSE REPORT			
Program Services	Vendor Name and Service Description	Hours or % of Time	Expense or Rate	Total
Governance & Organizational Development				
JULY	District Director - July invoice	50	\$ 20.00	\$ 1,000.00
	Intuit Quickbooks			\$ 70.00
Events, Fundraising & Beautification				
	XYZ Storage -inv. 123			\$ 150.00
	ABC Lawn Service - monthly district services			\$ 250.00
Marketing & Communications				
	Media. Co - Website updates inv. 123			\$ 55.00
	FaceBook expenses			\$ 35.00
		TOTAL:		\$ 1,560.00

ATTACHMENT "C"
CERTIFICATE OF NONDISCRIMINATION

THE CITY OF OKLAHOMA CITY
CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.

The East End
Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder

[Signature]
Signature of Bidder or Authorized Agent

Victoria Renee Kemp Brandt Jones
Type or print name and title of person who signed above

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41, as incorporated by reference in the City of Oklahoma City's *Standard Specifications for the Construction of Public Improvements* or otherwise in the Bidding Documents.

ATTACHMENT "D"
ANTICOLLUSION AFFIDAVIT

THE CITY OF OKLAHOMA CITY

ANTICOLLUSION AFFIDAVIT

The following Affidavit is submitted by the Bidder as a part of this Bid.

The undersigned Bidder, of lawful age, being duly sworn, upon his oath affirms and says: That Bidder has the lawful authority to execute the within and forgoing Bid; that Bidder has not directly or indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of price or amount of such bid or bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof; and that the Bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said bid or bids, until and after the sealed bid or bids are opened.

The Bidder further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City or Trust official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any City or Trust officials concerning exchange of money or other thing of value for special consideration in the letting of a contract; that Bidder has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of The City of Oklahoma City, or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this Bid.

This Bid will not be considered unless this form has been fully completed and signed by the Bidder, and notarized, dated and completed by the Notary Public.

The East End
Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder

[Signature]
Signature of Bidder or Authorized Agent

Victoria Renee Kemp Brandt Jones
Type or print name and title of person who signed above

STATE OF Oklahoma
COUNTY OF Oklahoma }

This instrument was acknowledged before me this 18 day of June, 2024
by Victoria Kemp as the above named BIDDER or Bidder's Authorized Agent.
(Insert name of person signing above)

My Commission expires 08/07/2027

[Signature]
Notary Public

This Affidavit required by Article IX, Section 4 of the Charter of the City of Oklahoma City and the Oklahoma
Competitive Bidding Act.



ATTACHMENT "E"
BUSINESS RELATIONSHIP AFFIDAVIT
THE CITY OF OKLAHOMA CITY

BUSINESS RELATIONSHIP AFFIDAVIT

The following Affidavit is submitted by the Bidder, or Bidder's Authorized Agent, as a part of this Bid:

The undersigned, of lawful age, being first duly sworn on oath, affirms and says that the Bidder is fully knowledgeable of Bidder's business relationships and associations. Bidder further states that the nature of any corporation, company, partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement between Bidder and the architect, the engineer, the Mayor or Members of the Council of The City of Oklahoma City or any Trustee of any Trust or Authority of which The City is the beneficiary and which is a party to this contract, or other party, including but not limited to any consultant or employee engaged to further the Project is as follows:

(IF NONE OF THE BUSINESS RELATIONSHIPS HEREINABOVE MENTIONED EXIST, BIDDER SHALL SO STATE BY WRITING THE WORD "NONE", "NO", "N/A" OR BY OTHERWISE INDICATING THE ABSENCE OF SUCH BUSINESS RELATIONSHIPS IN THE BLANK. IF THE ABOVE LINE IS LEFT BLANK, THE BID SHALL BE REJECTED.)

The Bidder further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer, agent, employee, partner or director of the Bidder and any officer or director, agent, employee, or partner of the architectural or engineering firm, or consultant or employee engaged to further the project, or other party to the Project or any official or trustee of any public entity which is a party to the Contract for the Project is as follows:

(IF NONE OF THE BUSINESS RELATIONSHIPS HEREINABOVE MENTIONED EXIST, BIDDER SHALL SO STATE BY WRITING THE WORD "NONE", "NO", "N/A" OR BY OTHERWISE INDICATING THE ABSENCE OF SUCH BUSINESS RELATIONSHIPS IN THE BLANK. IF THE ABOVE LINE IS LEFT BLANK, THE BID SHALL BE REJECTED.)

Bidder also states that the names of all persons having any such business relationships and the positions held within their respective companies or firms are as follows:

(IF NONE OF THE BUSINESS RELATIONSHIPS HEREINABOVE MENTIONED EXIST, BIDDER SHALL SO STATE BY WRITING THE WORD "NONE", "NO", "N/A" OR BY OTHERWISE INDICATING THE ABSENCE OF SUCH BUSINESS RELATIONSHIPS IN THE BLANK. IF THE ABOVE LINE IS LEFT BLANK, THE BID SHALL BE REJECTED.)

This Bid will not be considered unless this form has been fully completed and signed by the Bidder, and notarized, dated and completed by the Notary Public.

The East End
Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder

Victoria Kemp Brandi Jones
Signature of Bidder or Authorized Agent
Type or print name and title of person who signed above

STATE OF Oklahoma
COUNTY OF Oklahoma)^s

This instrument was acknowledged before me this 18 day of June, 2024
by Victoria Kemp as the above named BIDDER or Bidder's Authorized Agent.
(Insert name of person signing above)

My Commission expires 08/07/2027

Megan Gentry
Notary Public

This Affidavit required for Public Improvement Projects by 61 Oklahoma Stat. 2091, § 108.

City Standard 12/15/00

East End Professional Services Agreement FY25

Page 29



ATTACHMENT "F" – CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 6/12/2024																																				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																						
PRODUCER TTD Insurance Solutions - OK 2423 N. Classen Blvd. Oklahoma City OK 73106 INSURED EAST END MERCHANT ASSOCIATION 1712 NE 23RD ST, SUITE C OKLAHOMA CITY OK 73111-3319	CONTACT NAME: Thuan Nguyen PHONE (A/C No, Ext): (405) 445-3268 FAX (A/C, Ext): E-MAIL ADDRESS: thuan@TTDInsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B: UNITED STATES LIABILITY CO</td> <td>25895</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B: UNITED STATES LIABILITY CO	25895	INSURER C:		INSURER D:		INSURER E:		INSURER F:																								
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CERTIFICATE HOLDER THE CITY OF OKLAHOMA CITY, CITY MANAGER'S OFFICE 200 N WALKER AVE, 3rd FLOOR OKLAHOMA CITY OK 73102		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 																																				