

CONTRACT FOR PROFESSIONAL SERVICES

For Economic Development Consultation Services
Crossroads Communications, LLC

This Contract (“Contract”) for Economic Development Consultation Services is made and entered into as of the 1st day of July 2020 by and between the City of Coweta, an Oklahoma municipal corporation, and the Coweta Industrial Development Authority, an Oklahoma Trust Authority with the City of Coweta as its primary beneficiary, jointly (“City”) and Crossroads Communications, LLC (“Consultant”).

This Contract shall be in effect as of the 1st day of July 2020 and shall be in effect to the 30th day of June 2021. The Contract Term may be extended or renewed by written mutual agreement of both parties.

WHEREAS, the Consultant offers specialized services for which the Consultant is a uniquely and discreetly qualified source, to wit: successful business attraction projects in numerous Oklahoma communities; performing site studies and assessments for developers considering land acquisition and business development in Tulsa and across northeastern Oklahoma; public relations and marketing strategy, communication, planning, and implementation; and in-depth research through public and private industry-leading sources to support data assessments and add strength and credibility to its recommendations; and

WHEREAS, the City desires to enter into a Contract with the Consultant for the purposes set forth below.

NOW THEREFORE, the City and the Consultant do mutually agree as follows:

I. Scope of Services

A. Objectives of Contract/Performance Criteria

The objectives of the contractual relationship between City and Consultant are to: retain and increase investment in the City by commercial business entities; manage the City’s public image through public relations; provide consultation regarding community outreach and communication; improve the retail environment by providing support, information, advice, assistance and publicity for existing or potential businesses/developers/retailers in the City; facilitate new investment by commercial enterprises, thereby increasing the City’s ability to increase its sales tax base and improve the quality of life for citizens who no longer have to travel to obtain goods and services; and enhance the City’s ability to attract new residents and new businesses who seek locations where they can find and retain talented employees. Consultant will serve as a resource for public relations advice and project management/execution for the City, as a marketing and advertising advisor and agency, and as an economic development resource for City staff. Consultant

will also serve as a facilitator for new business development through assistance in making needed connections and creating and providing demographic information.

B. Public Relations

1. Manage public relations efforts for the City, including writing for the media, distribution, coordination efforts, utilizing media contacts, and event planning within reasonable limitations;
2. As necessary, serve as City spokesperson and media coordinator for interviews, information, and other necessary media contact; write, create graphics, and execute social media;
3. Work with City staff to identify, write and share potential positive stories to build community image and engagement; and
4. Serve as crisis communications point person when necessary or advisable.
5. Advise and assist the City pertaining to any aspect of communications planning, community or public relations where City has a need and Consultant has applicable knowledge or experience.
6. Produce electronic files suitable for print for quarterly city newsletter.
7. Serve as a communications resource for City staff.

C. Economic Development

1. Advise and assist the City regarding efforts to make the City an attractive new location for retailers using the International Council of Shopping Centers (“ICSC”) as a clearinghouse for remaining 2020 events and preparing for ICSC’s annual feature event, “RECon 2021” though consultant will not attend RECon except at the specific request of City. Such attendance, if requested, will constitute and additional expense outside the scope of work of this contract.
2. Apprise City Manager, through regular meetings, of the status of efforts, such as specific data gathering and retailers’ requesting or receiving data about the City;
3. Advise and assist the City pertaining to real estate transactions, opportunities or processes in regard to development efforts;
4. Advise and assist the City pertaining to incentives, infrastructure needs, partnering with developers and using development agreements to the best advantage of the City;
5. Serve as a liaison between the City and the development community as needed to facilitate the process of commercial investment in the community, including follow-up;
6. Advise and assist the City with planning and execution of further specific marketing efforts geared toward events and/or other development or economic opportunities as they arise, updates to pertinent economic development information on the City website and other tools necessary to market the City.

D. Other

The foregoing scope of services is exemplary only and Consultant may be called upon to perform such other tasks as are reasonably consistent with, and will best facilitate achievement of, the stated Objectives.

E. Acknowledgement of Disclaimer and Representation of Good Faith

1. Although Consultant expects to complete successfully the Objectives identified in subsection A. of this section, City acknowledges and agrees it is impossible to guarantee any level of investment (or any investment at all) because market conditions, retailers’ business plans, City policies and other market drivers are subject to change at any time and are beyond the control of Consultant. City acknowledges that Consultant expressly disclaims all warranties, either express or implied, with respect to general or specific results from services delivered.
2. In no event shall Consultant be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, internal expenses or opportunity costs, consequential damages, or other pecuniary loss) arising out of the use of, or failure of City to use, the services delivered or the results thereof, except to the extent such damages result from grossly negligent or intentional acts of Consultant.
3. The Consultant agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith.

II. Compensation

Description	Quantity	Unit Price	Cost
Consultation fee, per month, payable to Consultant monthly on the 15th of each month during the Term of the Agreement – Public Relations	12	\$1,000.00	\$12,000.00
Consultation fee, per month, payable to Consultant monthly on the 15th of each month during the Term of the Agreement – Economic Development	12	\$800.00	\$9,600.00
Travel and Lodging when on City business and only when specifically requested by the City and pre-approved by the City Manager###	TBD	TBD	TBD

Description	Quantity	Unit Price	Cost
Notes: specific deliverables, such as printing, web site development, posters, etc., are not included in the consultation fee and, if required, will be estimated separately based on the City’s specific public relations and economic development needs. Periodic reports and related information provided by Section J. of this Contract are included in the consultation fee and there will be no additional charge for such reports and information#			
			\$21,600.00#

IV. General Terms And Conditions

A. Termination.

City and Consultant agree that the term of this Contract is for twelve months, as specified above, and the Contract shall not be revoked, canceled or terminated by City except for gross negligence or intentional misconduct of Consultant or an unforeseeable bona fide change of circumstances rendering the Contract moot. The Contract shall not be revoked, canceled or terminated by Consultant except for a default of payment by City to Consultant that is not remedied within 30 days of notification by Consultant.

B. Subcontract/Assignment Notification

None of the work and services covered by this Contract may be subcontracted or assigned to any third party without written consent of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.

C. Amendments

The work and services to be performed and any other terms or conditions of this Contract may be amended only upon written agreement of both parties.

D. Event of Default.

An “Event of Default” under this Agreement shall be defined as, and shall occur when, either party fails or refuses to perform and/or pay in connection with any of its obligations or representations provided for in this Agreement, and if such failure or refusal shall continue uncured for 30 days following written notice of default served on the defaulting party by the non-defaulting Party.

E. Disputes, Interpretation, Remedies

1. In the occurrence of an event of default as provided by subsection D., or the parties fail to agree on the interpretation and implementation of any material provision of this Contract, the details of such event of default or disagreement shall be forwarded to the legal counsels of both parties for review and recommendation. Both parties shall attempt in good faith to resolve any dispute without further recourse.

2. In the event that the parties are unable otherwise to resolve any dispute under this Contract, the parties agree that such dispute shall be resolved by an appropriate action to be submitted to Dispute Resolution Consultants of Tulsa, Oklahoma. The results of mediation by DRC shall be non-binding on the parties.
3. Remedies shall be limited to actual monetary damages, without consequential or punitive damages; all attorney fees to be paid by losing party; and specific performance, as appropriate.
4. Neither forbearance nor payment by the City shall be construed to constitute waiver of any remedies for any default by the Consultant that exists then or occurs later.

F. Severability Clause

If any provision under this Contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract or its application that can be given effect without the invalid provision or application.

G. Hold Harmless Clause

The City understands and agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith. The City accepts full responsibility for its decisions to act or not act according to said advice and agrees to indemnify and hold harmless Crossroads Communications, LLC, its principals, employees, sub-contractors and associates pertaining to outcomes or situations that arise from the advice, materials or other items provided under this Contract, except to the extent otherwise provided by subsection E.2.

H. Personnel

1. The Consultant represents that it will secure all such personnel as may be required in performing the services provided under this Contract. Such personnel shall not be employees or agents of, or have any contractual relationship with, the City.
2. The Consultant has full responsibility for payment of workers' compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

I. Conflict of Interest

1. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to this Contract, shall have any personal financial interest, direct or indirect in such project or service, and the City shall take appropriate steps to assure compliance herewith.
2. The City covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's services under this Contract. The City further

covenants that, in the performance of this Contract, no person having any such interest shall be employed.

3. No partner, member, associate or employee of the Consultant who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to the Contract, shall have any personal financial interest, direct or indirect in such project or service, and the Consultant shall take appropriate steps to assure compliance herewith.
4. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Contract. The Consultant further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

J. Reports and Information

1. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as the City may reasonably request pertaining to the services undertaken pursuant to the Contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.
2. Consultant shall furnish the City narrative reports and financial reports, as applicable, related to the performance of this Contract in the forms and at such times as may be required by the City.

K. Records and Audits

1. The City and its authorized representatives shall have the right, at any time during normal business hours and subject to a three-day notice of request, to audit, examine and make copies of or extracts from all documents, reports, correspondence, records and any other materials without limitation, to the extent they pertain to performing such audit, examination, copying or extraction, whether maintained in written, electronic, or other form, relating to or pertaining to this Contract kept by or under the control of the Consultant, its employees, agents, assigns, successors, and subcontractors.
2. Consultant shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this Contract throughout the Term of this Contract and for a period of five years following the termination of this Contract or any extension or renewal of this Contract. Consultant shall, as often as deemed necessary by the City, permit authorized representatives of the City and its authorized representatives to have full access to and the right to examine fully all such materials.
3. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by City. If an audit performed under this authority discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit from the Consultant. Any adjustments and/or payments that must be made as a result of any such audit of the Consultant's records shall be made within a reasonable amount of time (not to

exceed 90 days) from presentation of City's findings to Consultant. Such reimbursement shall not exhaust City's remedies under this authority.

L. Choice of Law.

This Agreement is made and entered into in the State of Oklahoma and shall in all respects be interpreted, enforced and governed under the laws of that state.

M. Entire Agreement.

This Agreement sets forth the entire understanding between the parties, and there are no terms, conditions, representations, warranties or covenants other than those contained herein. This Agreement supersedes any and all prior discussions or negotiations, whether oral or written, of the Parties.

N. Amendment or Termination.

No term or provision of this Contract may be amended, waived, released, discharged or modified in any respect, nor may this Contract be terminated or cancelled, except in writing signed by the parties.

O. Notice.

All notices required under this Contract may be in writing, communicated by mail or electronic means, or verbal, including telephone and cell phone, as reasonably appropriate or as required elsewhere in this Contract.

For notices to City

City of Coweta
Attn: City Manager
310 S Broadway
Coweta, OK 74429
rkolman@cityofcoweta-ok.gov

For notices to Consultant:

Crossroads Communications, LLC
Attn: Mandy Vavrinak, Managing Member
3732 S. Canton, Tulsa OK 74135
(918)-633-4397
mvavrinak@mac.com

In addition to any other notice required by this Agreement, the Parties shall provide each other notice in the event that the foregoing contact information changes or is updated within five business days of such change or update.

IN WITNESS WHEREOF, the City and Consultant have executed this Contract as of the date first written above.

Accepted for the City of Coweta/Coweta Industrial Development Authority

Evette Morris, Mayor/Chairman

Date _____

ATTEST:

Julie Casteen, City Clerk

Harold Chance, Trust Secretary

Approved:

Ron Cates, City Attorney

Accepted for Crossroads Communications, LLC

Mandy Vavrinak, Managing Member

Date _____