

Association Management Services for the

Oklahoma City Association of Building Owners and Managers

Executive Director – Independent Contractor Employment Agreement

This contract is made by and between Brooke Jones ("**Contractor**") _____, Edmond, OK, and Oklahoma City Association of Building Owners and Manager ("**BOMA OKC**") with reference to the following:

It is hereby understood and agreed that BOMA OKC desires to have Contractor serve as an association management company for a term of 12 months from July 1, 2024, thru December 31, 2025 (service period) and desires to retain the services of Contractor to provide certain aspects of BOMA OKC, as described in **Exhibit A "RFP for Executive Director"**.

It is agreed by and between the parties as follows:

1. BOMA OKC hereby contracts with Contractor to provide the services set forth in this contract.
2. BOMA OKC hereby appoints Contractor as agent to act on behalf of BOMA OKC in coordinating specified details of the association as designated. Contractor will have the authority to make operational decisions within its scope of responsibility on behalf of BOMA OKC. BOMA OKC shall indemnify, hold harmless, and defend Contractor from any claims arising from contracts made pursuant to this agreement and from any claims, expenses, liabilities, or damages of any kind arising from the performance of its duties and obligations under this contract. While BOMA OKC is entitled to provide Contractor with general guidance to assist Contractor in completing the scope of said services to BOMA OKC's satisfaction, Contractor is ultimately responsible for directing and controlling the performance of the services comprising the scope of work in accordance with the terms and conditions of this agreement. Therefore, Contractor shall indemnify, hold harmless, and defend BOMA OKC from any claims arising from any errors or omissions on the part of Contractor that result in claims against BOMA OKC.
3. BOMA OKC agrees to pay Contractor the total sum of \$38,688 per year as the management contract.
 - a. The total amount of \$58,032 will be paid in eighteen (18) payments as follows:
 - i. \$3,224 per month, for eighteen (18) months, due the first day of each month and will be set up as an auto draft (ACH) from BOMA OKC's designated bank account to Contractor's designated bank account
 - b. A separate invoice will be issued to BOMA OKC if there are any extra billings or credits due that will be signed by BOMA Board members
 - c. Contractor will invoice fees to BOMA OKC that are paid to an assistant BAE when extra help is required to complete BOMA OKC tasks.
 - d. BOMA OKC will reimburse Contractor for additional BOMA OKC expenses with written approval submitted to members of the executive committee. (President, Vice President, Treasurer).
4. Cancellation Policy: Sixty (60) days written notice is required and can be given by either party.
5. Contractor will make every reasonable effort to ensure the effective implementation of all details of the association, for which it is responsible, and will confirm these details with its suppliers as well as closely monitor and reconfirm their activities during the management of the association.
6. BOMA OKC acknowledges that Contractor does not own, operate, or in any other manner exercise any control or influence over third-party suppliers for the provisions of goods and services for the association. Accordingly, Contractor shall not be liable for errors and omissions incurred by suppliers and vendors with whom services have been contracted by BOMA OKC if they fail to perform as contracted.
7. Should circumstances beyond the control of Contractor occur, such as strikes, acts of God, or civil disturbances, materially affect the ability of Contractor to perform, BOMA OKC agrees to indemnify and hold Contractor harmless.
8. Contractor is not liable for any accidents, damages, and/or injuries incurred by any services provided by Contractor such as entertainers, musicians, equipment, transportation, facility/venue, etc.
9. This contract contains the entire agreement between BOMA OKC and Contractor with respect to the matters covered herein, and no other agreement, statement, or promise made by any party, to any party, which is not contained herein, shall be binding or valid.
10. This agreement is not assignable, nor can it be sub-contracted to another firm or individual by either party, without the consent of the other party.
11. Contractor may, at Contractor's sole cost and expense, outsource accounting services from a BOMA OKC board-approved accounting firm. Contractor must obtain board approval no later than 30 days before the commencement date of accounting services.
12. IN WITNESS WHEREOF, the parties have executed this agreement this 15th day of July, 2024. Contract must be signed and returned by _____, in order to secure the prices agreed upon herein.

Attachments: **RFP for Executive Director**

CONTRACTED EMPLOYEE:

DATE: _____ July 15, 2024 _____

SIGNATURE: Brooke Jones _____

PRINTED NAME: Brooke Jones _____

TITLE: Owner _____

CLIENT:

DATE: July 15, 2024 _____

SIGNATURE: Lacey Cherry _____

PRINTED NAME: Lacey Cherry _____

TITLE: President _____