

CITY OF ARDMORE
Finance Department

Council Letter No. 5286
Meeting Date: November 1, 2021

Mayor and City Commission
City of Ardmore, Oklahoma

Re: Permission To Execute a Memorandum of Understanding with the Ardmore
Tourism Authority

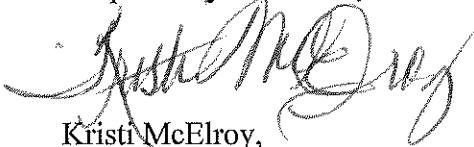
Dear Commission Members:

Permission is requested for the City of Ardmore to execute a Memorandum of Understanding with the Ardmore Tourism Authority (ATA), for the Wayfind Sign Installation Project. The ATA will pay for the installation of three (3) double pole signs and one (1) single pole sign in the bid amount of \$28,300.00; and, additive Alternate 2 for the installation of one (1) single pole sign \$6,700.00; and the City will pay \$ 104,300.00 for the base bid to install 14 signs.

City funding for the project was budgeted for in the Reserve Management fund.

Staff respectfully, recommends execution of the memorandum of understanding with the Ardmore Tourism Authority.

Respectfully submitted,



Kristi McElroy,
Purchasing Coordinator/
Grant Administrator

Reviewed by: 
City Manager



THE CITY OF
ARDMORE, OKLAHOMA



**MEMORANDUM OF UNDERSTANDING
For Bid 21-802 Wayfind Sign Installation Project**

This Agreement is made and entered into this 1st day of November, 2021, by and between the Ardmore Tourism Authority, acting by and through its governing body, hereinafter referred to as ATA, and the City of Ardmore acting by and through its governing body, hereinafter referred to as CITY, both of Carter County, State of Oklahoma, witnesseth:

WHEREAS, this agreement is made under the authority of applicable State Statutes, City of Ardmore Charter and local ordinances; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY will enter an agreement with United Signs for the installation of fourteen (14) signs in the base bid amount of \$104,300.00; additive Alternate 1, for the installation of three (3) double pole signs and one single pole sign in the bid amount of \$28,300.00; and, additive Alternate 2 for the installation of one (1) single pole sign \$6,700.00, for a total contract amount of \$139,300.00; and

WHEREAS, this agreement is submitted by the City and the ATA for the purpose of procuring the wayfind sign installation services; and

NOW THEREFORE, the CITY and ATA agree as follows:

Section 1.

The CITY agrees to pay the base bid amount of \$104,000.00.

Section 2.

The ATA agrees to pay the CITY, additive Alternate 1 in the amount of \$28,300.00 and additive Alternate 2 in the amount of \$6,700.00 for a total amount of \$35,000.00.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Oklahoma Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against ATA other than claims for which liability may be imposed by the Oklahoma Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF ARDMORE, OK

ARDMORE TOURISM AUTHORITY

Sheryl Ellis
Mayor

Jeff Storms
President

ATTEST:

ATTEST:

Lori, Linney
City Clerk

Secretary