

Office Use Only
SUB-CONTRACT NUMBER:

FIRST AMENDMENT TO FIRST CONTRACT RENEWAL TO BRANSON/LAKES AREA CHAMBER OF COMMERCE AND CONVENTION AND VISITORS BUREAU OF THE FIRST AMENED CONTRACT FOR TOURISM AND MARKETING SERVICES CONTRACT

The City of Branson entered into an agreement between City of Branson (the "City") and the Branson/Lakes Area Chamber of Commerce, a Missouri benevolent corporation d/b/a Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau (herein the "CVB") (collectively the City and the CVB are referred to as the "Parties") on the 12th day of November, 2024, in Contract Number C2025-0025, the First Contract Renewal to Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau to the First Amended Contract for Tourism and Marketing Services (herein the "First Contract Renewal").

This Amendment (herein the "Amendment") to the First Contract Renewal is entered into and made effective this ____ day of _____, 20__, by and between the City of Branson (the "City") and the CVB. All terms and conditions of the First Contract Renewal shall have the same meaning, unless specifically defined herein.

WHEREAS, this Amendment is entered to allow the CVB more flexibility in the marketing of amenities, venues, and offerings within the City of Branson.

WHEREAS, inclusion of Area Attractions, as defined herein, into the CVB's marketing or other materials can enhance the ability of the CVB in promoting amenities, venues, and offerings within the City of Branson.

WHEREAS, expanded flexibility with respect to the CVB's promotional content will serve the interest of the City and economic development therein.

NOW THEREFORE, in consideration herein, the Parties hereby agree as follows:

- 1) This Amendment language in paragraph 2 herein shall replace paragraph 3, Scope of Services in Exhibit 1 (The First Amendment to the Contract for Tourism and Marketing Services) of the First Contract Renewal, attached hereto as "**Exhibit A**".
- 2) Paragraph 3, Scope of Services is deleted and replaced entirely as follows:

Scope of Services. The City engages the services of the CVB to direct and carry out a destination marketing and promotion program for the City to enhance tourism inside the geographic limits of the City. The CVB will manage and direct the expenditure of an allocated part of the tax revenue generated through the City's Tourism Tax from the Tourism Promotion Account.

The objectives of monies channeled through the Tourism Promotion Account are fourfold: attract overnight visitors directly to the City of Branson; increase tourism and City tax revenue; increase demand in the City for hotel/motel, resort and campground inventory for the purpose of increasing occupancy; and to increase the demand for all other local attractions in the City including live shows and entertainment located in Branson by visitors of all ages.

Throughout the term of this Contract, the Contractor, the CVB, shall:

- a. Develop and execute an integrated destination marketing plan using various media that promotes City of Branson tourism (including without limitation promoting businesses, attractions and museums in the City) locally, regionally and nationally;
- b. Document and demonstrate a broad understanding of and significant experience in the tourism industry, including strategies and tactics that reach all target market segments necessary to attract visitors to the City including leisure and business travelers, travel agents, convention delegates, sporting event organizers and motor coach operators and travelers;
- c. Address all destination marketing disciplines including advertising, public relations, group/travel trade sales, meetings/conventions/sports and tourism development;
- d. Collaborate with the City Administrator (or her designee) in the planning and decision-making process throughout the term of this Contract, provided that the Contractor shall obtain prior approval of the Board of Aldermen as described herein prior to implementing the Final Marketing Plan (defined herein) each year. The Contractor shall perform all of its services under this Contract through its own staff under the direction of its designated representatives who shall be responsible for the management, scheduling, planning and coordination of services, and for communications between the Contractor and the City, to complete the overall fulfillment of all obligations of the Contractor under this Contract.
- e. Include both strategies and tactics and must demonstrate the following criteria:
 - i. Both qualitative and quantitative research to support strategies and tactics of proposed plans and document successful marketing.
 - ii. A list of measurement criteria to judge the success of the campaign.
 - iii. Address strategies and tactics to develop and promote new programs, new marketing segments, and the extension and expansion of the tourist season.
 - iv. Documentation of all data and information derived from studies, research, investigation, surveys, test marketing, analysis, experiences, and observations.
- f. Address a destination marketing program to address the objectives set forth herein.
- g. Present a marketing plan that will assure the maximization of the City's investment of Tourism Tax dollars to benefit tourism located in the City. Marketing efforts shall be aimed to promote City-wide exposure.
- h. Meet all requirements set forth by the City and to provide complete supporting documentation for all proposed expenditures. Payment of funds is conditioned on sufficient monies being collected through the City's Tourism Tax and separately, payment is subject to annual appropriation by the Board of Aldermen.
- i. As part of the Marketing Plan, include details on the manner of marketing Historic Downtown, Veterans programs, "Ozark Mountain Christmas", the designation of the City being the official vacation destination of the Chiefs (for the duration of such designation), live shows and live entertainment as part of the overall plan for enhancing tourism inside the City's geographical limits.
- j. Incorporate the use of the "Ozark Mountain Christmas"; faith, family, and flag; and the designation of the City being the official vacation destination of the Chiefs (for the duration of such designation) into its marketing plan along with the core pillars of Live Entertainment, Family Fun, and Outdoor Adventure.
- k. Produce marketing materials, tourism media, destination marketing, sales & event promotions in accordance with the Marketing Plan. Such materials, marketing, sales and event marketing and promotional efforts may include visuals, media, in-person FAM tours, visits, or other representations of venues or attractions located within fifteen (15) miles of the Branson City limits (herein "Area Attractions") subject to the condition that the inclusion of such Area Attractions is ancillary to marketing and promotion of venues or attractions within the City of Branson (herein "Branson Attractions"). Inclusions of Area Attractions in marketing, sales, and event promotional efforts must further the Four-Fold objectives, described herein, of monies channeled through the Tourism Promotion Account to the CVB.

To the fullest extent practical, an overwhelming emphasis of the marketing, sales, and event promotional efforts should highlight Branson Attractions. All monies spent on Area Attractions are subject to written approval of the City Administrator.

3) Except as otherwise provided for in this Amendment, all of the other terms of the First Contract Renewal remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

BRANSON/LAKES AREA CHAMBER OF COMMERCE

CITY OF BRANSON, MISSOURI

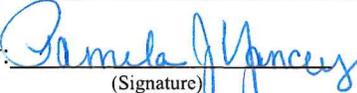
By:  6/5/25
(Signature) Date

Larry D. Milton Date
Mayor

Name: Mike Patrick
(Printed Name)

ATTEST:

Title: Chairman of the Board

By:  6/5/2025
(Signature) Date

Hillary Briand Date

Name: Pamela J Yancey
(Printed Name)

APPROVED AS TO FORM:

Title: President / CEO

 6/5/25
Date

Company Name: Branson Lakes Area Chamber of Commerce & CVB

Solon McGee
City Attorney

Address: 4100 Gretna Rd.

Branson, mo. 65616

Phone: 417-337-3458

E-Mail: pyancey@bransonchamber.com

Fed Tax ID: ~~26-2660~~ 44-0586242

EXHIBIT A

<p><i>Office Use Only</i> SUB-CONTRACT NUMBER: C2025-0025</p>

FIRST CONTRACT RENEWAL TO BRANSON/LAKES AREA CHAMBER OF COMMERCE AND CONVENTION AND VISITORS BUREAU TO THE FIRST AMENDED CONTRACT FOR TOURISM AND MARKETING SERVICES

First Amendment Originally was entered into between City of Branson and the Branson/Lakes Area Chamber of Commerce, a Missouri Benevolent Corporation d/b/a Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau on the 12th day of December, 2023, reference Contract Number C2024-0043

This first contract renewal to the Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau First Amendment to Contract for Tourism and Marketing Services (First Amended Contract) is entered into and made effective this 12th day of November, 2024, by and between the City of Branson, Missouri (City) and the Branson/Lakes Area Chamber of Commerce, a Missouri Benevolent Corporation d/b/a Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau (Service Provider).

All terms and conditions of the First Amended Contract for Tourism and Marketing Services shall have the same meaning in this First Renewal of Amended Contract, unless specifically defined herein.

WHEREAS, the parties desire to amend the First Amended Contract in this First Renewal of Amended Contract to revise the language in Section 2 of the First Amended Contract for Total Compensation; and

WHEREAS, the parties desire to enter into the first renewal of the First Amended Contract; and

NOW THEREFORE, in considerations herein, the parties hereby agree as follows:

- 1) **Amendment.** Section 2 is deleted in its entirety and replaced with the following:
 2. **Total Compensation.** It is expressly understood that in will the total compensation and reimbursement/third-party payments to be paid to the CVB under the terms of this contract exceed the sum of **Two Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$2,750,000.00)**, all of which is dependent upon budget appropriations and tourism sales tax collections. Total amount of compensation may increase subject to approval by the Board of Aldermen.

The Total Compensation is comprised of the following:
Two Million Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) are allocated as described in the First Amended Contract, all of which is dependent upon budget appropriations and tourism sales tax collections.

Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), all of which is dependent upon budget appropriations and tourism sales tax collections, will be subject to approval throughout the fiscal year by the City Administrator (or her Designee) in direct support of the Public Service Agreement by and Between the City of Branson, Missouri and the Branson/Lakes

Exhibit 1

<i>Office Use Only</i> SUB-CONTRACT NUMBER: C2024-0043
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FIRST AMENDMENT TO THE CONTRACT FOR TOURISM AND MARKETING SERVICES

THIS CONTRACT made and entered into this 12th day of December, 2023 by and between the City of Branson, Missouri (City) and the Branson/Lakes Area Chamber of Commerce, a Missouri Benevolent Corporation d/b/a Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau (CVB or Contractor).

WITNESSETH:

WHEREAS, the City is required by Sec. 94.800, et. Seq., RSMo, 1994 as amended (Act) to use twenty-five percent (25%) of the collections of the City's Tourism Tax for tourism marketing and promotional purposes, which is deposited as required into the Tourism Promotion Account; and

WHEREAS, the CVB represents that it has specialized experience in marketing and promotion to enhance tourism occurring within the geographical boundaries of the City; and

WHEREAS, the City desires to retain the services of the Contractor to market and promote tourism in accordance with the Act for the City to conduct and administer City tourism and marketing functions such as advertising, public relations, digital advertising and web promotion, group meetings, reunions, travel and trade sales, sporting events, tourism development that drives both incremental and reoccurring visits, and any possible research on behalf of the City to enhance tourism occurring within the geographical boundaries of the City; and

WHEREAS, the CVB and the City entered into Master Contract Number C2023-0042 on December 5, 2022 for tourism marketing and promotion services; and

WHEREAS, the CVB and the City have agreed to amend and re-organize the Master Contract Number C2023-0042 in its entirety; and

WHEREAS, the CVB and the City have agreed that the financing structure of the contract will change in the First Amendment to the Master Contract Number C2023-0042; and

WHEREAS, the CVB and the City have agreed that the CVB will be allowed to receive reimbursement up to the amount of the 2023 Plan up to January 31, 2024 for the approved budget amount of Four Million, One Hundred Ninety-Eight Thousand, Four Hundred Forty-Nine Dollars (\$4,198,449.00); and

WHEREAS, the CVB and the City have agreed that the Rollover Funds from 2023 in the Master Contract Number C2023-0042 will not be made available in 2024; and

WHEREAS, the CVB and the City have agreed to amend the Master Contract Number C2023-0042 in this First Amendment to the Master Contract Number C2023-0042 with different allocation of funds and streamline of approval process within the fiscal year; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Term.** The initial term of this Contract shall be from **January 1, 2024 to December 31, 2024 with the option to renew**, at the sole election of the City, the Contract for up to two (2) additional successive one-year terms subject to annual budgetary appropriation and any changes to which both the City and the CVB consent to in writing. The Contract shall not bind, nor purport to bind, the City for any Contract term beyond the initial term. The City may notify the CVB in writing 60 days prior to the term of the contract if it elects not to renew. This Contract replaces completely any prior contract between City and Contractor related to marketing services, and the prior contracts shall have no further effect, except the completion of the expenditure/reimbursement of the approved 2023 budget amount limited to the approved amount of Four Million, One Hundred Ninety-Eight Thousand, Four Hundred Forty-Nine Dollars (\$4,198,449.00. As of January 1, 2024, neither City nor Contractor will have any rights or obligations toward each other involving the subject matter of this Contract that is not expressly contained in this First Amendment to Contract.

It is agreed by the parties that the resolution of financial obligations from the Master Contract Number C2023-0042 shall end on January 31, 2024, with the conclusion of the payments/reimbursements up to the total of Four Million, One Hundred Ninety-Eight Thousand, Four Hundred Forty-Nine Dollars (\$4,198,449.00). The "Rollover Funds" from 2023 Budget in the Master Contract Number C2023-0042 shall not be paid to CVB.

2. **Total Compensation.** It is expressly understood that the total compensation and reimbursement/third-party payments to be paid to the CVB under the terms of this contract will not exceed the sum of **Two Million Eight Hundred Fifty Thousand Dollars and Zero Cents (\$2,850,000.00)**, all of which is dependent upon budget appropriations and tourism sales tax collections. Total amount of compensation may increase subject to approval by the Board of Aldermen.

The Total Compensation is comprised of the following:

Two Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00) are allocated as described in this First Amendment to the contract, all of which is dependent upon budget appropriations and tourism sales tax collections.

Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), all of which is dependent upon budget appropriations and tourism sales tax collections, will be subject to approval throughout the fiscal year by the City Administrator (or her Designee) in direct support of the Public Service Agreement by and Between the City of Branson, Missouri and the Branson/Lakes Area Tourism Community Enhancement District regarding Branson as the Official Destination of the Chiefs.

One Hundred Thousand Dollars and Zero Cents (\$100,000), all of which is dependent upon budget appropriations and tourism sales tax collections, will be subject to approval throughout the fiscal year by the City Administrator (or her Designee) for the Opportunity Fund Incentive Program in support of tourism and marketing Branson

3. **Scope of Services.** The City engages the services of the CVB to direct and carry out a destination marketing and promotion program for the City to enhance tourism inside the geographic limits of the City. The CVB will manage and direct the expenditure of an allocated part of the tax revenue generated through the City's Tourism Tax from the Tourism Promotion Account.

The objectives of monies channeled through the Tourism Promotion Account are fourfold: attract overnight visitors directly to the City of Branson; increase tourism and City tax revenue; increase demand in the City for hotel/motel, resort and campground inventory for the purpose of increasing occupancy; and to increase the demand for all other local attractions in the City including live shows and entertainment located in Branson by visitors of all ages.

Throughout the term of this Contract, the Contractor shall:

- a. Develop and execute an integrated destination marketing plan using various media that promotes tourism (including without limitation promoting businesses, attractions and museums in the City) locally, regionally and nationally;
- b. Document and demonstrate a broad understanding of and significant experience in the tourism industry, including strategies and tactics that reach all target market segments necessary to attract visitors to the City including leisure and business travelers, travel agents, convention delegates, sporting event organizers and motor coach operators and travelers;
- c. Address all destination marketing disciplines including advertising, public relations, group/travel trade sales, meetings/conventions/sports and tourism development;
- d. Collaborate with the City Administrator (or her designee) in the planning and decision-making process throughout the term of this Contract, provided that the Contractor shall obtain prior approval of the Board of Aldermen as described herein prior to implementing the Final Marketing Plan (defined herein) each year. The Contractor shall perform all of its services under this Contract through staff under the direction of its designated representatives who shall be responsible for the management, scheduling, planning and coordination of services, and for communications between the Contractor and the City, to complete the overall fulfillment of all obligations of the Contractor under this Contract.
- e. Include both strategies and tactics and must demonstrate the following criteria:
 - i. Both qualitative and quantitative research to support strategies and tactics of proposed plans and document successful marketing.
 - ii. A list of measurement criteria to judge the success of the campaign.

- ii. Public relations;
 - iii. Sales (meetings & conventions, sports events, group tour, & reunions)
 - iv. Tour & travel sales/trade shows; and
 - v. Research
- c. In the scope of the marketing and promotion arrangements, not market or promote the City as a tourism destination in any manner which is intended or likely to produce a direct benefit to the Contractor or any affiliate, subcontractor or private person or business over and above that gained by businesses in the City as a whole. This shall not prohibit the Contractor from promoting specific business segments, such as theatre, conventions, hotels, lodging or attractions as a group or specific public events or festivals or cooperative marketing programs with various businesses, sometimes referred to as "Co-Op" marketing.
- d. Properly and timely submit to the City all marketing and other reports required under this Contract, describing activities it has performed and the data it has collected in fulfillment of its obligations under this Contract;
- e. Keep all records pertaining to this Contract, provide all information and complete all information forms requested by the City;
- f. Any print advertising and promotion materials paid for using Tourism Promotion Account funds shall include the recognized tourism marketing logo represented as Branson, Missouri.
- g. Contractor shall incorporate the use of "Ozark Mountain Christmas" and "Faith, Family, Flag" into its marketing strategy along with the core pillars of Live Entertainment, Family Fun, and Outdoor Recreation in the manner described in the Final Marketing Plan.
- h. Each purchase and/or contract from CVB with a vendor/subcontractor over \$50,000 shall be pursuant to a competitive bid which must be fully documented. City Administrator (or her designee) has the authority to allow variance from this requirement. Individual purchases and/or contracts shall not be subdivided for the purpose of evading the requirement of competitive bidding.

6. Reports

- a. **QUARTERLY MARKETING REPORTS.** The Contractor shall submit to the City a quarterly marketing report using a standardized format and components developed in collaboration with and approved by the City Administrator, or her designee. Said marketing report shall describe significant marketing activities undertaken during the previous quarter, including research, media placement, creative development, and on-line activity on behalf of the City. Measurable results for activity during the reporting period will also be presented to the City for review including room demand, convention and conference economic impact (change), tax revenues, inquiry from advertising, intercept study research, visitation from markets advertised in, and visitor demographics. This quarterly report shall also include significant upcoming marketing efforts and any adjustments to those for the remainder of the year on behalf of the City.

performed, items that will be purchased or services that will be rendered by third parties to the Contractor for matters covered under this Contract. Requisitions must not have been or will not be submitted for reimbursement to/by another entity or source and will be accompanied by invoice(s) for such work, items or services, and either a copy of the advertising material expected to be purchased, or a concise summary description of sufficient particularity to identify the prospective purchase as a marketing or promotional service within the scope of this Contract. If a requisition is made without including the invoice, the Contractor shall attach to the requisition a statement setting forth the reason an invoice is not included, and the City will then determine if payment can be made. The City will pay the Contractor in advance for actual costs that will be incurred in the performance of this Contract as stipulated in the City's approved budget, or in the alternative payment may be made directly to third party vendors as requested by the Contractor pursuant to these procedures.

- iii. Notwithstanding any other provision of this Contract, in no event shall the City make payments in excess of the Tourism Marketing Fund. Nor shall the City make any payment unless there are enough collected unencumbered funds, not otherwise appropriated, on deposit in the Tourism Marketing Fund.
- iv. Invoices for payment may be submitted as often as desired, however all invoices must be submitted no earlier than ninety (90) days before the goods will be delivered or the services will be performed.
- v. Invoices submitted by the Contractor for payment shall include a copy of the invoice showing the actual net cost from the subcontractor/vendor. These documents shall be attached to the invoice from the Contractor summarizing subcontractors/vendors by date, name, and amount requested.
- vi.. Any refunds to the Contractor from any subcontractor/vendor under any requisition for payment submitted to the City shall be returned to the City.

9. **Special Conditions in Handling of Funds.** Except as approved by the Board of Aldermen in the Final Marketing Plan, neither the Contractor, nor any of its subsidiaries, or related parties, may use the funds to pay administrative or overhead expenses, including without limitation, rent, the cost to acquire real estate, salaries, payroll taxes, employee benefits, or the costs of furniture or office equipment.

Neither Contractor nor any of its subsidiaries, subcontractors, or related parties, may profit from receipt or expenditure of the funds, nor any "kickbacks" from any downstream vendor.

10. **Records and Audit.**

- a. **CONTRACTOR'S BOOKS AND RECORDS.** The Contractor will keep a full and separate accounting of all expenditures of Tourism Marketing Fund dollars and will keep accurate reports detailing all expenditures and claims submitted by the Contractor for payment from the Tourism Marketing Fund. All books,

- records and supporting documentation pertaining to this Contract shall be maintained and retained in accordance with generally accepted accounting principles and standards, as well as any other requirements specified in this Contract. The Contractor shall keep accurate reports and other records showing in full detail the expenditures for which the Contractor claims payment from the Tourism Marketing Fund. The City and/or a designee of the City may examine, with agreed upon appointment with reasonable notice during regular business hours, such reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever requested by the City.
- b. **RIGHT TO AUDIT.** In addition to any other audits the City deems appropriate, the City shall have the right to conduct an annual audit of the Contractor's books and records or to review the results of any audits that have been performed on the Contractor's books and records to determine if the expenditures of the Contract were made in accordance with the budget approved by the City Representative. Any expense incurred by the Contractor to prepare the records for the audit will be at the expense of the Contractor.
 - c. **SUBCONTRACTOR'S BOOKS AND RECORDS.** The Contractor agrees to include the substance of this Section in all subcontracts to be performed, giving the City the right to audit the books and records pertaining to any such subcontract.
11. **Furnishing Information.** All information, data, and reports such as City maps, reports of total sales tax collections, Tourism Tax collections and projections thereof and census demographics as are existing, available, allowed by law, and necessary for the carrying out of the work shall be furnished to the Contractor by the City, and the City shall cooperate with the Contractor in carrying out the services.
12. **Performance.** It is understood by the parties that time is of the essence in this contract.
13. **Property.** Throughout the duration of this Contract, any and all non-expendable equipment, supplies or other items purchased by the CVB for which the Contractor is paid by the City under the terms hereof shall be the property of the City and it is expressly understood that CVB is using said property only under and in performance of this Contract. Upon termination of this Contract said property shall be tendered to the City.
- All reports, documentation, and material developed or acquired by the CVB for which the CVB is paid by the City under the terms hereof shall be the property of the City. The CVB shall agree and understand that all discussions with the CVB and all information, material, and reports prepared and obtained by the CVB as a result of the CVB's performance under this Contract shall be confidential and not released to the public without the prior written consent of the City or as may otherwise be required by law. Any request for materials or information that may be subject to public access under Sec 610.010, RSMo. et. seq or similar laws shall be immediately forwarded to the City.

14. **Reproduction.** The City shall have the right to reproduce and/or use any products derived from the CVB's work under this Contract only in the original form without any payment for royalties, fees or other compensation except for those fees, royalties or other compensation charged by a subcontractor provided that: (a) the relevant subcontract requires the payment of such royalties, fees or other compensation; and (b) the City agrees to pay those royalties, fees or other compensation for continuous use of the product prior to performance by the subcontractor or use of the subcontractor's property.
15. **Patents.** Contractor guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Contractor covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all costs, damages and profits recoverable in any such suit.
16. **Independent Contractor.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent service provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor.
17. **City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.
18. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including in the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
19. **Compliance with Applicable Laws.** The Contractor warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

20. **Conflicts.** Contractor shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
21. **Interpretation of Contract and Assignments.** The contract shall be construed according to the laws of the State of Missouri. Contractor hereunder may not assign the contract, or any rights, obligations or duties without City's written consent or any attempted assignment without such consent shall be void.
22. **Termination of Contract.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, section or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Contractor of such termination at least 60 days prior to such termination date, which termination shall be effective unless the failure or violation is corrected within said 60 day period. Contractor shall also provide to the City, no later than the effective date of the termination, all written agreements the Contractor entered into pursuant to this Contract. In addition, the Contractor shall have the right to terminate this contract by giving written notice to the City of such termination at least 60 days prior to the termination date.

The City reserves the right to terminate the contract at any time for the City's convenience (without cause) with 90 days written notice or for cause with 60 days written notice if any of the provisions of the contract are violated by the CVB, in the sole judgment and discretion of the City. In the event of such termination for cause, the CVB shall be liable for any excess costs incurred by the City. If the contract is terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to the scope identified in this contract; the CVB will be liable for any excess costs occasioned thereby (except that CVB will not be liable for such excess costs occasioned thereby in instances where this agreement is terminated by the City without cause or for City's convenience).

23. **Non-discrimination in Employment.** In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The

Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

24. **Provisions by Law Deemed Inserted.** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
25. **Governing Law.** Missouri law governs all adversarial proceedings brought by one party against the other party arising out of this Contract.
26. **Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Taney County, Missouri.
27. **Liability and Indemnity.** The parties mutually agree to the following:
 - a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.
 - b. The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor arising out of or in any way connected with this contract. Contractor further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Contractor.
 - c. The Contractor shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.
28. **Bonds and Insurance.** The Contractor must have and maintain, at the Contractor's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Contractor's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the

amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

- a. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The City of Branson must be named as an additional insured.
- b. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.
- c. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Contractor (s) and Sub-Provider(s).
- d. The Contractor will require all Sub-Providers to provide and maintain like insurance as set forth above unless the Contractor's policies extend to claims made against or growing out of operations of the Sub- Provider.
- e. Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.
- f. Contractor understands and agrees that the insurance required under the terms of the contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Contractor for the operation of the Contractor's business or for the benefit of the Contractor's employees.
- g. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Contractor shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.
- h. If this is a multi-year contract then the Contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.
- i. Insurance Certificates. It is the sole responsibility of the Contractor to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

29. **Notices.** All notices required or permitted herein under and required to be in writing may be given by email, hand delivered, or by first class mail addressed to City and

Contractor at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by email shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

Either party may change its notice address by sending a notice to the other party through the method described in this Section 21.

City: City of Branson, Missouri
City Administrator
110 West Maddux, Suite 205
Branson, MO 65616

CVB: Branson Lakes Area Chamber & CVB
Chief Marketing Officer
4100 N. Gretna Road
Branson, MO 65616

30. Contract Administration.

- a. The City designates its City Administrator (or her designee) to whom all communications, notices contracts and administration of the work to be performed under this Contract shall be directed by the Contractor. The City may change the City Representative upon written notice to the Contractor given in the manner described in Section 29.
- b. The Contractor designates its President (or designated alternative) as its representative to whom all communications, notices, contracts and administration of the work to be performed under this Contract shall be directed by the City.
- c. The City Administrator (or her designee) and the representative of the Contractor shall have primary responsibility and authority on behalf of their respective parties to administer the Contract and to agree upon procedures for coordinating the efforts of both parties under this Contract.

31. Refund. Within ten (10) days of the end of each fiscal year, the Contractor shall pay to the City any refunds received by the Contractor from vendors or subcontractors for services performed or purchases made under the Contract and for which the Contractor has been paid hereunder.

32. Missouri Immigration Law Affidavit. After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.



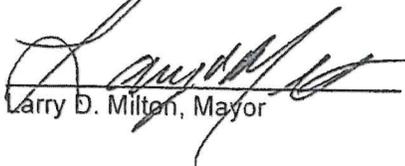
_____ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

33. **Anti-Discrimination Against Israel.** Contractor agrees to provide a certification if requested by the City of Branson, in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel.
34. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.
35. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this Contract, they want the court to interpret this agreement as follows:
 - a. With respect to any provision that it holds as unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - b. If an unenforceable provision is modified or disregarded in accordance with this section, the rest of the Contract will remain in effect as written; and
 - c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
 - d. If modifying or disregarding the unenforceable provision would result of an essential purpose of this Contract, by holding the entire Contract unenforceable.
36. **Assignment.** The Contractor shall not transfer any interest in this Contract, whether by assignment or otherwise, without the prior written consent of the City.
37. **Entire Agreement.** his Contract constitutes the entire understanding between the parties with respect to the subject matter of this Contract and supersedes all other contracts, whether written or oral, between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing and signed by both parties.
38. **Counterparts.** This contract may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.
39. **Transaction Conducted by Electronic Means.** The transactions provided in this Contract may be conducted and related documents may be executed, sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to

be authentic and valid counterpart of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF BRANSON, MISSOURI


Larry D. Milton, Mayor 12/12/23
Date



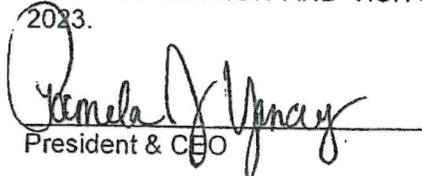
ATTEST:


Hillary Briand 12/12/23
City Clerk Date

APPROVED AS TO FORM:


City Attorney 12/12/23
Date

APPROVED BY THE BRANSON/LAKES AREA CHAMBER OF COMMERCE, a Missouri Benevolent Corporation d/b/a BRANSON/LAKES AREA CHAMBER OF COMMERCE AND CONVENTION AND VISITORS BUREAU on the 12th day of December, 2023.


Pamela J. May 12/12/23
President & CEO Date


Secretary 12/12/23
Date