

AGREEMENT FOR SERVICES

This Agreement For Services (this "Agreement") is entered into the 18 day of February, 2019 (the "Effective Date"), by and between the City of South Bend, acting by and through its Board of Parks Commissioners (the "City"), and Diamond Tours, Inc., a Florida corporation with its address at 13100 Westlinks Terrace, Suite 1, Fort Myers, Florida 33913 (the "Provider") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the City intends to continue, through its Venues Parks and Arts Department ("VPA"), to promote programs for its citizens; and

WHEREAS, the City is in need of professional services for coordinating group trips it offers to its citizens; and

WHEREAS, the Provider herein wishes to fulfill the needs of the City by providing services for coordinating the City's group trips; and

WHEREAS, the City has determined that due to Provider's experience and expertise, it is the best interest of the City to retain the services of Provider and to do so pursuant to the terms hereof.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Provider hereby agree as follows:

1. Services. The Provider will provide to the City the professional services (the "Services") set forth in the Provider's proposal attached hereto as Exhibit A (the "Scope of Work"). In the event of any conflict between the terms of this Agreement and the terms of the Scope of Work, the terms of this Agreement will prevail. The Provider will execute its obligations under this Agreement in accordance with the prevailing professional standard of care for projects of similar design and complexity.

2. Compensation. In exchange for the Provider's satisfactory performance of the Services, and subject to the terms and conditions of this Agreement, the City will pay the Provider as set forth in Exhibit A. The total consideration under this Agreement for the (Trip Location), (Date of Trip), shall not exceed _____ single rate, _____ double rate and _____ triple rate for rooms with ___ minimum and ___ maximum participants. Total amount to be determined at time of invoice with number of participants. The City will pay the Contract Amount upon invoicing by the Provider as described in the Scope of Work. The City will not be required to pay any invoice if any material default or breach of this Agreement by the Provider exists, that is not remedied by Provider, within 24 hours, upon receipt of written notice from the City.

3. Term: Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date and end upon the Provider's satisfaction of all its obligations hereunder and the City's final payment therefor. Notwithstanding the foregoing,

property of the City, and the City will have the right to use and reproduce copies of the Provider's work product as the City determines in its sole discretion without compensation to the Provider except the compensation expressly provided for in this Agreement.

9. Limitation of Liability. Notwithstanding anything to the contrary and the fullest extent permitted by law, the City agrees that the total liability of the Provider in connection with this Agreement, whether in contract, tort, negligence, breach or otherwise, shall not exceed the Contract Amount.

10. Notices. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the City or the Provider, as the case may be, at the address set forth below.

Provider:

Diamond Tours, Inc.
13100 Westlinks Terrace
Suite 1
Fort Myers, FL 33913
Attn: Jeffery Ferraro

City:

Howard Park Recreation Center
City of South Bend
321 E. Walter Street
South Bend, IN 46614
Rose Kaufman, Contract Administrator

11. Equal Opportunity. The Provider shall comply with federal, state, and local law in its hiring and employment practices and policies for any activity covered by this Agreement.

12. Entire Agreement; Amendment; Applicable Law. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them. This Agreement may be amended only by separate writing, signed by authorized representatives of both the Provider and the City. This Agreement will be construed and interpreted according to the laws of the State of Indiana.

13. Assignment. The Provider shall not assign or subcontract the whole or any part of this Agreement or its obligations hereunder without the prior written consent of the City.

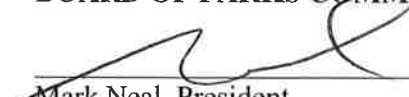
14. Non-Collusion. The undersigned attests, subject to the penalties of perjury, that he is the Provider and that he has not entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

15. Drug-Free Workplace. The Provider hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Provider will give written notice to the City within ten (10) days after receiving actual notice that the Provider or an employee of the Provider within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

DIAMOND TOURS, INC.


**CITY OF SOUTH BEND, INDIANA
BOARD OF PARKS COMMISSIONERS**

Signature

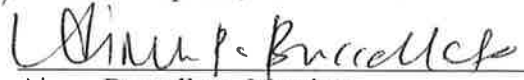


Mark Neal, President

Printed Name




Consuela Hopkins, Vice President



Aimee Buccellato, Member

Dan Farrell, Member

ATTEST: 

Eva Ennis, Clerk

EXHIBIT B

Non-Collusion, Non-Debarment Affidavit Non-Iran Form 2016

[See attached.]

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR’S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

STATE OF _____)
) SS:
 _____ COUNTY)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, “Iran” means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this _____ day of _____, 20__

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 20__

My Commission Expires _____

Notary Public

County of Residence _____