

**AGREEMENT FOR PROFESSIONAL SERVICES WITH THE
GREATER OKLAHOMA CITY CHAMBER OF COMMERCE
FOR CONVENTION AND TOURISM (VISITOR) SERVICES**

FISCAL YEAR 2024-2025

This Agreement is made and entered into by and between The City of Oklahoma City, a municipal corporation (hereinafter referred to as “City”), and the Greater Oklahoma City Chamber of Commerce (hereinafter referred to as “Chamber”).

WITNESS:

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of Oklahoma; and

WHEREAS, the Chamber is a non-profit corporation organized and existing under the laws of the State of Oklahoma; and

WHEREAS, in 1972 the citizens of Oklahoma City approved an ordinance known as the “Oklahoma City Hotel Tax Ordinance,” which levied an excise tax of 2% upon the gross proceeds or gross receipts derived from all rent for every occupancy of a room or rooms in a hotel in the City (the “Hotel Tax”) and further directed the taxes collected be set aside and used exclusively for the purpose of encouraging, promoting and fostering the convention and tourism development of the City; and

WHEREAS, in 2004 the citizens of Oklahoma City approved Ordinance No. 22,538, increasing the amount of the Hotel Tax by a net 3.5% for a total tax of 5.5% and providing that four-elevenths (4/11) of the Hotel Tax revenues shall be expended to encourage, promote and/or foster the convention and/or tourism (visitor) development of the City; six-elevenths (6/11) of the Hotel Tax revenues shall be expended for improvements to the Oklahoma City Fairgrounds, not including operational expenses; and one-eleventh (1/11) of the Hotel Tax revenues shall be expended for sponsorship and/or promotion of events recommended by the Oklahoma City Convention and Visitors Commission and anticipated to enhance the local economy through increased convention and/or tourism (visitor) activity in the City; and

WHEREAS, by law, the City is responsible for the collection and use of the Hotel Tax funds in accordance with the provisions of its ordinances; and

WHEREAS, the Convention and Visitors Bureau (“Bureau”), a division of the Chamber, was organized to provide and does provide convention and tourism (visitor) services that encourage, promote and/or foster the development of Oklahoma City as a first-class convention and tourism (visitor) destination; and

WHEREAS, the Chamber has a professional staff with experience in the effective delivery of convention sales, tourism sales, event sales, and communications services and an administrative

and fiscal staff capable of managing and accounting for the services and funds necessary for an effective convention and tourism (visitor) program; and

WHEREAS, the City has for a number of years contracted with the Chamber to provide convention and tourism (visitor) services to the City by and through their professional staff; and

WHEREAS, the City has found the Chamber to be effective in providing such services and to be effective in providing additional financial, managerial, and other resources and services in support of the Bureau's operations; and

WHEREAS, the City has determined that having the convention and tourism (visitor) portion of its economic development program provided by the Chamber—which also provides other major economic development services to the City—greatly enhances the effectiveness and coordination of these programs and services; and

WHEREAS, it is within the legal discretion of the City Council of the City to choose contractors to render professional services to the City, and notwithstanding any prior City ordinances or resolutions, the City Council desires to exercise its legal power to contract under Section 1 of the Oklahoma City Charter, as amended, and under 11 O.S. § 22-101(4), and to enter into this Agreement with the Chamber to provide convention and tourism (visitor) professional services to the City in Fiscal Year 2024-2025 ("FY 2024-2025"); and

WHEREAS, based on the foregoing, the City Council desires to contract with the Chamber to provide professional services to the City in FY 2024-2025 that will encourage, promote, and/or foster the convention and tourism (visitor) development of the City.

NOW, THEREFORE, in consideration of the various covenants and promises set forth hereinafter, the parties hereto agree as follows:

1. Definitions

The following words and phrases, when used herein, shall have the meanings indicated:

- A. **"Consolidated Annual Budget"** – the budget related to performance of this Agreement formulated by the Chamber and approved by the Council following review and recommendation by the Commission and the City Manager, or his designee, shall encompass the following budget documents formulated by the Chamber, namely: (1) the operating budget of the Bureau, to include all funds anticipated to be paid to the Chamber under Section 6 of this Agreement in FY 2024-2025 for the accomplishment of the objectives set forth in Section 2 of this Agreement and the Scope of Work (the "Bureau Operating Budget"); (2) the Reserve budget of the Bureau, to include all funds in the Reserve maintained by the Chamber (*see* SECTION 6(D) regarding the "Reserve") (the "Bureau Reserve Budget"); (3) the Hotel Tax 1/11 budget, to include all Hotel Tax funds to be paid by the City under Section 9 of this Agreement as reimbursement to the Chamber for promotion or sponsorship of events recommended by the Commission (*see*

Oklahoma City Municipal Code, 2020, § 52-81.1(3)) (the “Hotel Tax 1/11 Budget”); and (4) the Oklahoma Quality Events Incentive Act Budget, to include all funds to be paid by the City under Section 10 of this Agreement as reimbursement to the Chamber for the eligible expenses of designated quality events (the “Oklahoma Quality Events Incentive Act Budget”).

- B. “Bureau” – the Oklahoma City Convention and Visitors Bureau, a division of the Chamber, consisting of the professional and support staff of the Chamber assigned to perform the work required by this Agreement.
- C. “City” – The City of Oklahoma City, Oklahoma, a municipal corporation.
- D. “City Manager” – the duly appointed City Manager of the City or his/her designee, which can be the Program Coordinator.
- E. “Chamber” – the Greater Oklahoma City Chamber of Commerce, a non-profit corporation; provided, unless the context otherwise requires, the term “Chamber” as used in this Agreement shall also be deemed to include any limited liability company that is approved by the City Manager and utilized by the Chamber to sponsor or promote conventions or events in the normal course of business.
- F. “Commission” – the Oklahoma City Convention and Visitors Commission as described in Division 2 of Article VII of Chapter 2 of the Oklahoma City Municipal Code, 2020.
- G. “Council” – the Mayor and City Council of the City.
- H. “Goals” – the objectives to be achieved under the Scope of Work.
- I. “Hotel Tax” – the excise tax levied by Ordinance No. 22,538 of the City.
- J. “Hotel Tax 4/11” – the four-elevenths portion of the Hotel Tax earmarked by Section 52-81.1(1) of the Oklahoma City Municipal Code, 2020, for any projects, items, costs, and/or expenses that encourage, promote, and/or foster the convention and/or tourism (visitor) development of the City.
- K. “Hotel Tax 1/11” – the one-eleventh portion of the Hotel Tax earmarked by Section 52-81.1(3) of the Oklahoma City Municipal Code, 2020, for sponsorship or promotion of events recommended by the Commission and anticipated to enhance the local economy through increased convention and/or tourism (visitor) activity in the City.
- L. “Oklahoma Quality Events Incentive Act” – the State of Oklahoma incentive program administered by the Oklahoma Tax Commission and codified at 68 O.S. §§ 4301-4311, as may be amended from time to time, that provides reimbursements to municipalities for the eligible expenses of designated quality events.

- M. “Performance Measures” – the agreed upon measures by which the Bureau's progress in achieving the Goals can be objectively determined.
- N. “Program Coordinator” – the City staff member designated by the City Manager to coordinate the City's administration of this Agreement.
- O. “Report or Reports” – the document or documents submitted by the Chamber to the Program Coordinator on a periodic basis (monthly, quarterly, annually—*see* Section 8 of this Agreement, *infra*), which shall detail the work performed by the Chamber pursuant to this Agreement during the referenced time period.
- P. “Scope of Work” – The plan of work to be accomplished under this Agreement, which must be formulated by the Chamber and approved by the Council following review and recommendation by the Commission and the City Manager, and which includes the Goals and Performance Measures (the “Scope of Work” is attached hereto and incorporated herein by reference).

2. Chamber to Provide Professional Services

The City engages the Chamber and the Chamber agrees to provide professional services to the City that will encourage, promote, and/or foster the convention and/or tourism (visitor) development of the City, with such services to include, without limitation, all managerial, administrative, and fiscal services needed to accomplish the Scope of Work as approved by the Commission and submitted to the City Council. In performance of such services, the Chamber agrees to respond to all reasonable requests for services made by the City Manager or the Council.

3. Scope of Work

- A. The professional services to be provided by the Chamber in performance of this Agreement shall consist of all professional staff and other related resources necessary for the accomplishment of the objectives set forth in Section 2 of this Agreement and the Scope of Work, including, without limitation, the Goals and Performance Measures. Such services shall also include the submission of all required Monthly, Quarterly, and Final Reports and any other obligations set forth herein.
- B. In performing this Agreement, the Chamber shall provide the necessary, qualified, and competent staff to be assigned solely to the accomplishment of the objectives set forth in Section 2 of this Agreement and the Scope of Work. The Chamber shall also provide all management and administrative services that are reasonably requested by the City Manager or the Council and that are necessary to present viable promotional programs including, but not limited to: (a) gathering and dissemination of information and ideas; (b) servicing conventions, including the provision of all normal convention support services and equipment; provided, the Chamber shall not provide convention support services and equipment when the

City has contracted with another entity to provide such items; (c) representing local business, civic, and hotel interests in negotiating with associations and other convention groups; (d) implementing promotional programs; and (e) assisting in the development and promotion of local activities and attractions to enhance the City's convention and tourism (visitor) industries.

4. Consolidated Annual Budget Required

- A. Prior to any payments by the City to the Chamber under this Agreement, the Chamber shall have received approval from the Council of a Consolidated Annual Budget for FY 2024-2025, with Council approval thereof to occur following review and recommendation by the Commission and the City Manager. The Consolidated Annual Budget shall be organized to include the Bureau Operating Budget, the Bureau Reserve Budget, the Hotel Tax 1/11 Budget, and the Oklahoma Quality Events Incentive Act Budget. Categories, subcategories, and line items in the Consolidated Annual Budget shall be based on industry standards and subject to approval by the Council, and a line item for "Chamber Administrative Fee" shall be included in the Bureau Operating Budget. The Bureau Operating Budget shall encompass all funds to be paid to the Chamber under Section 6 of this Agreement, which funds consist of revenues from the Hotel Tax 4/11 and/or City general fund revenues. The Bureau Reserve Budget shall encompass any unobligated revenues previously paid by the City to the Chamber that remain in the possession of the Chamber as of July 1, 2024 (with such previously paid revenues to be designated as the "Reserve"—*see also* Section 6(D) of this Agreement regarding the Reserve). The Hotel Tax 1/11 Budget shall encompass all funds to be paid to the Chamber as reimbursements under Section 9 of this Agreement. The Oklahoma Quality Events Incentive Act Budget shall encompass all funds to be paid to the Chamber as reimbursements under Section 10 of this Agreement.
- B. All funds paid to the Chamber under this Agreement and the Reserve shall be expended only in accordance with the Consolidated Annual Budget for FY 2024-2025, and such funds shall be expended only for the accomplishment of the objectives set forth in Section 2 of this Agreement and the Scope of Work. Except for limited transfers between primary expense categories as expressly provided in this paragraph, at any time during FY 2024-2025, increases or decreases of amounts specified for revenue or the primary expense categories of Personnel, Direct Promotion, and Operating Expense listed in the Consolidated Annual Budget must be approved by the Council, with Council approval to be given following review and recommendation by the Commission and the City Manager. However, the City Manager is authorized to review and approve (upon submittal of reasonable written justification by the Chamber as determined by the City Manager), transfers among the primary expense categories, provided the total amount of transfers into any primary expense category cannot exceed 10% of the original approved budgeted amount for that primary expense category.

5. Responsibilities of Chamber

- A. The Chamber shall be accountable to the City Manager and the Council for the provision of all professional staff, offices, and other related services or resources needed to accomplish the objectives set forth in Section 2 of this Agreement and the Scope of Work, and for expending revenues in compliance with the Consolidated Annual Budget.
- B. The parties understand that the Bureau is a Division of the Chamber, and both the Chamber and the Bureau are responsible to the City Manager and the Council for the day-to-day provision of professional services to the City; for expending revenues in compliance with the Consolidated Annual Budget as recommended by the Commission; for the accomplishment of the objectives set forth in Section 2 of this Agreement and the Scope of Work; and for reporting on the same by means of the Reports required by Section 8 of this Agreement.

6. Payment for Services Rendered; Use of Monies Previously Paid to the Chamber by the City—the Reserve

- A. The City shall pay the Chamber for services rendered in an amount not to exceed \$6,700,000 to be paid in twelve (12) equal installments, for the accomplishment of the objectives set forth in Section 2 of this Agreement and the Scope of Work. Payment is contingent upon the availability of actual funds. As provided by Section 4(B) above, all expenditures by the Chamber in furtherance of this Agreement shall be in accordance with the Consolidated Annual Budget.
- B. As required by Section 8 of this Agreement, by the 15th business day of each month beginning with the month of July 2024, the Chamber shall submit a Monthly Report to the Program Coordinator, together with an invoice for the monthly installment due under this Section 6 for services rendered during the prior month. The invoice submitted shall meet City requirements for claims by contractors as set forth in the Oklahoma City Municipal Code, 2020, § 2-801. The Program Coordinator shall forthwith review the Monthly Report and invoice to verify work performed and that all expenditures and activities set forth therein meet the requirements of this Agreement. The Program Coordinator may request any additional information needed to fully document the Chamber's work in furtherance of the objectives set forth in Section 2 of this Agreement and the Scope of Work. The Program Coordinator shall complete his or her review within five business days of the submission of the Monthly Report and invoice by the Chamber and, if found to be satisfactory, shall so notify the Finance Director of the City; provided, if the Program Coordinator reasonably finds that the Monthly Report or invoice are not satisfactory, he or she may withhold such notification until any deficiencies in the Monthly Report or invoice have been corrected by the Chamber. Following such notification by the Program Coordinator, the Finance Director shall process payment of the claim within five business days.

- C. The Chamber understands that the payment of funds by the City to the Chamber under this Agreement shall be subject to annual appropriation and monthly encumbrance of funds as required by Oklahoma law and that any funds to be paid by the City to the Chamber hereunder shall be limited to appropriations and monthly encumbrances actually made by the City.
- D. During past City fiscal years, the City has paid the Chamber compensation for the performance of professional services to the City for the promotion of the convention and tourism (visitor) development of the City and the Chamber acknowledges that not all of the monies paid to it by the City in past City fiscal years have been expended and that the Chamber has in fact accumulated a reserve fund from such monies (the "Reserve," as previously referred to in this Agreement). The parties agree that the monies in the Reserve represent compensation paid to the Chamber by the City during past City fiscal years for professional services rendered and that the monies now in the Reserve are monies belonging to the Chamber. However, as further consideration to the City under this Agreement, the Chamber agrees to the following: (1) all monies now in the Reserve and all investment earnings from such monies shall be expended by the Chamber solely for the promotion of the convention and tourism (visitor) development of the City, in accordance with the provisions of this Agreement; (2) the Reserve shall be included in the Consolidated Annual Budget; (3) any monies paid to the Chamber by the City under Section 6(A) of this Agreement for FY 2024-2025 that are not expended by the Chamber for performance hereof, and any investment earnings from such monies, shall be added to and maintained as part of the Reserve; and (4) upon cancellation or non-renewal of this Agreement by the City during or following City Fiscal Year 2024-2025, the Chamber shall donate to the City all monies originally generated by the Hotel Tax, including investment earnings thereon, then remaining in the Reserve so that the City can use such donated monies for promotion of the convention and tourism (visitor) development of the City; provided, such donation shall not include Reserve monies obligated for Chamber liabilities existing on the date of said cancellation or non-renewal that are related to the activities undertaken by the Chamber pursuant to this or prior similar Agreements for professional services between the Chamber and the City.

7. City Council

- A. The City Council shall periodically review the progress of the Chamber in accomplishing the objectives set forth in Section 2 of this Agreement and the Scope of Work; receive copies of Quarterly Reports and the Final Report; and review any other issues or topics relevant to the accomplishment of the objectives set forth in Section 2 of this Agreement and the Scope of Work that the members of the City Council desire to review or that are referred to them by the Program Coordinator.
- B. The City Manager may receive requests from the Chamber and recommendations from the Commission and shall make recommendations to the Council regarding possible additional payments to the Chamber for accomplishment of the objectives

set forth in Section 2 of this Agreement and the Scope of Work and regarding possible amendments to this Agreement.

8. Reports

As a part of the Scope of Work specified in this Agreement and to keep the City informed of all progress and accomplishments, the Chamber shall provide the following reports to the Program Coordinator:

- A. Monthly Reports: Monthly Reports shall be submitted to the Program Coordinator no later than the 15th business day after the last day of each month. The Monthly Report shall consist of two parts. The first part will follow the format of the Consolidated Annual Budget and shall show revenues expended and remaining for each Consolidated Annual Budget expense category. The second part will provide sufficiently detailed information to document the Chamber's work to accomplish the objectives set forth in Section 2 of this Agreement and the Scope of Work during the preceding month. Provided, the Monthly Report need not contain any information regarding the Hotel Tax 4/11 Budget (*but see* Section 8(B) and (C) below regarding Quarterly Reports and the Final Report).
- B. Quarterly Reports: Quarterly Reports shall be submitted to the Project Coordinator by October 18, 2024; January 21, 2025; and April 18, 2025. The Quarterly Reports shall contain the following elements:
 - 1. Narrative Overview briefly outlining:
 - a. Major accomplishments
 - b. Performance measures not achieved and why
 - c. Major work to be undertaken in the next quarter; and
 - 2. Financial Summary. A summary accounting of revenues expended and expenses paid during the quarter; and
 - 3. Sponsorship and/or Promotions Expenditures. A listing of any approved payments and reimbursements under Section 9 of this Agreement; and
 - 4. FY 2024-2025 Scope of Work and Goals, updated to show the quantitative progress toward each stated goal; and
 - 5. Attachments or information needed to fully inform the City concerning the status of each program service being performed or as may otherwise be requested by the City.
- C. Final Report: The Final Report is due by August 19, 2025, and shall include the following elements:

1. The Final Report shall be in writing and include an oral summary on the entire Scope of Work and all work performed under this Agreement, and it shall be presented by the Bureau to the Council by not later than August 19, 2025. The Final Report shall: detail the year's accomplishments under each Goal and Performance Measure; document the year's expenditure of revenues in furtherance of this Agreement; compare actual activities and accomplishments with the stated Goals and Performance Measures; document any approved payments and reimbursements under Section 9 of this Agreement; identify and explain any significant variation from the Scope of Work; and outline recommendations, plans, and projections for FY 2024-2025 in the event the City has decided to renew this professional services agreement.
2. The Council shall consider the Final Report and shall either approve the Final Report and the work thereunder as acceptable and complete or reject the Final Report and return it for additional information and/or documentation. In the event the Council rejects the material presented, the Chamber shall amend, clarify, and/or update the Final Report in response to any questions, concerns, or deficiencies detailed by the Council as a condition of acceptance of the Scope of Work as complete. The Council shall accept the Scope of Work for FY 2024-2025 as complete upon approval of the Final Report.

9. **Special Provisions for Hotel Tax Funds Earmarked for Sponsorship and/or Promotion of Events**

- A. The parties understand that Oklahoma City Ordinance No. 22,538 provides that the Hotel Tax 1/11 shall be used exclusively for sponsorship and/or promotion of events recommended by the Commission and anticipated to enhance the local economy through increased convention and/or tourism (visitor) activity in the City. By approval of this Agreement, and in accordance with the guidelines for the Oklahoma City Hotel Tax Event Sponsorship Funding Program Application, the current form of which is attached hereto as Exhibit A, the Council determines that the Hotel Tax 1/11 may be expended by the City Manager to reimburse the Chamber for actual expenditures made by the Chamber for sponsorship and/or promotion of events recommended by the Commission and determined by the Commission to enhance the local economy through increased convention and/or tourism (visitor) activity in the City; provided, recommendations by the Commission of events to be sponsored or promoted shall be based upon guidelines formulated by the Chamber, recommended by the Commission, and approved by the Council. For a period of five years after receipt of an application, the Chamber agrees to retain and make available for inspection at the offices of the Chamber, by the Project Coordinator or City Auditor, copies of applications and documentation required under the guidelines to support any event sponsorship granted to an applicant. The Chamber may at any time make recommendations to the Commission regarding the sponsorship and/or promotion of events.

- B. The parties understand that, as provided by law, the City through the City Treasurer shall collect and maintain the Hotel Tax 1/11, plus investment earnings. The City agrees to report to the Chamber by the last day of each month the amount of such funds available for the designated purpose, less an administrative fee. The parties understand that such funds shall be expended by the City Manager only to reimburse the Chamber for actual expenditures for promotion and/or sponsorship of events recommended by the Commission, as provided in Subsection A of this section.
- C. To effectuate reimbursement of the Chamber from the Hotel Tax 1/11, the Chamber will make advance payment for Commission-recommended events and will thereafter invoice the City for reimbursement in accordance with the City's normal claim procedures, providing such evidence of advance payment by the Chamber as the City may require. The yearly expenditures for sponsorships and/or promotions of events under this Section 9 shall not exceed: (1) the Hotel Tax 1/11 collected for such purpose during Fiscal Year 2024-2025 less an administrative fee; and (2) any other such revenues collected by the City during prior City fiscal years that remain in the City's possession during Fiscal Year 2024-2025.
- D. The parties understand that the Hotel Tax 1/11 is separate from and not a part of the payments to be made by the City to the Chamber for professional services under Section 6 of this Agreement. The parties further understand that the Hotel Tax 1/11 is legally earmarked for sponsorship and/or promotion of events recommended by the Commission and determined to enhance the local economy through increased convention and/or tourism (visitor) activity in the City and that such revenues may be used solely for that designated purpose (*see* Section 52-81.1 of the Oklahoma City Municipal Code, 2020).
- E. Use of the Hotel Tax 1/11 shall also be in compliance with the Consolidated Annual Budget, and a report on expenditures by and/or reimbursements to the Chamber for sponsorship and/or promotion of recommended events under this Section 9 shall be provided by the Chamber to the Program Coordinator on a quarterly basis, at the same time the Quarterly Reports required by Section 8 of this Agreement are submitted. The Program Coordinator shall forward copies of such reports to the Council.

10. Special Provisions for the Oklahoma Quality Events Incentive Act Budget

- A. The parties acknowledge that the Oklahoma Quality Events Incentive Act has authorized an incentive program administered by the Oklahoma Tax Commission ("OTC") that offers reimbursements on eligible quality event expenses using incremental state sales tax revenues generated as a result of the event. A "quality event" is defined as a new event or meeting of a nationally recognized organization or its members; a new or existing event that is a national, international, or world championship; or a new or existing event that is managed or produced by an

Oklahoma-based national or international organization. The OTC can offer reimbursements of up to \$3 million in a fiscal year; however, no one event can receive more than \$250,000. To qualify for reimbursement, quality events must be formally designated in advance by ordinance or resolution of the City, as the event's host community.

- B. During Fiscal Year 2024-2025, the Chamber intends to apply for up to two (2) awards of \$250,000 each under the Oklahoma Quality Events Incentive Act program. Accordingly, by approval of this Agreement, the parties agree to establish an Oklahoma Quality Events Incentive Act Budget in the amount of \$500,000 for Fiscal Year 2024-2025. The parties understand that such funds shall be expended by the City Manager to reimburse the Chamber only to the extent of reimbursement funds received by the City for designated quality event(s).
- C. To effectuate reimbursement of the Chamber from the Oklahoma Quality Events Incentive Act Budget, the Chamber will make advance payment for designated quality events and will thereafter invoice the City for reimbursement in accordance with the City's normal claim procedures, providing such evidence of advance payment by the Chamber as the City may require.

11. No Extra Work and Amendments

No claims for extra work or services of any kind or character beyond those set forth in this Agreement or beyond the funds available hereunder shall be recognized by or be binding on the City unless such work or services are first approved by the Council. Any amendments to this Agreement to increase payments to the Chamber for services above the amounts specified in this Agreement and in the Consolidated Annual Budget or to change the Scope of Work specified herein shall also be subject to approval by the Council.

12. Disclosure

- A. The Chamber will separately account for all revenues paid to it under this Agreement. The Chamber shall maintain its records in accordance with the modified cash basis of accounting applied on a consistent basis.
- B. The Chamber hereby agrees to create, collect, maintain and hold for a period of five (5) years and to provide upon the request of the City all Chamber financial records, performance and operational records, documentation, invoices, and other detailed information, including information relating to any and all goods, products, equipment, or services provided or to be provided, directly or indirectly, in whole or as a part, to the City in connection with the performance of this Agreement. In addition, the Chamber shall use its' best efforts to require its associates to create, collect, maintain, and hold, and to provide to the City upon request, similar information as it relates to this Agreement. An associate shall mean any person or entity performing work for the Chamber in association with this Agreement by

subcontract, agency, or any other arrangement for which reimbursement is or may be sought.

- C. The detailed information maintained by the Chamber and any associate under the provisions of this section shall be available for inspection at any time by the City; provided, the Chamber may request and, upon such request, the City may execute to the extent permitted by law, an agreement in a form reasonably satisfactory to the Chamber and the City to protect any confidential information that is not subject to and/or that may be kept confidential under the provisions of the Oklahoma Open Records Act, 51 O.S. §§ 24.A.1, *et seq.*, or some other provision of law; provided further, in the event of litigation concerning the release of any such documents, the Chamber shall intervene on its own behalf to establish all grounds for protecting confidential, trade secret and/or copyrighted documents at any hearing to determine the same.

13. Audited Financials; Right to Audit; Recovery of Funds

- A. On or before October 31st following each fiscal year the Chamber shall furnish the City audited special-purpose financial statements, prepared on a cash basis with modifications for accrued receivables, prepaids, payables and deferred revenues related to this Agreement, for the preceding fiscal year accompanied by an independent auditor's report from a reputable firm of certified public accountants. The audited special-purpose financial statements shall clearly present the following information:
1. Funds paid by the City and held by the Chamber on and at the beginning of the fiscal year (i.e., the Reserve under Section 6(D) of this Agreement).
 2. Funds received during the fiscal year relating to both Sections 6 and 9 of this Agreement.
 3. Expenditures during the fiscal year relating to both Sections 4 and 9 of this Agreement. Amounts relating to Section 4 will be reported by the primary expense categories of Personnel, Direct Promotion and Operating Expense as set forth in the Consolidated Annual Budget; provided, amounts relating to Section 4 shall also include a disclosure of expenditures for the Chamber Administrative Fee line item.
 4. Funds held by the Chamber at the end of the fiscal year (i.e., the Reserve under Section 6(D) of this Agreement).
- B. The City shall have the unrestricted right to examine or audit all documents supporting the receipt of and use of funds paid by the City to the Chamber under this Agreement and all documents supporting the use of funds in the Reserve. This right shall not expire upon expiration or cancellation of this Agreement.

- C. The parties agree that the City may recover from the Chamber any monies paid to the Chamber under this Agreement or in the Reserve that are documented to have been used by the Chamber in any manner that violates this Agreement. This right shall not expire upon the expiration or cancellation of this Agreement.

14. Chamber Independent Contractor

The Chamber is acting as an independent contractor of the City and the employees, agents and consultants of the Chamber and Bureau are not employees of the City. The Chamber and Bureau and their employees hereby agree to waive any possible claims to any welfare or retirement benefits or deferred compensation, or any other benefits, available to qualified employees of the City.

15. Best Efforts

The Chamber agrees to devote its best efforts and resources to the City's interests and to endeavor in every way to successfully promote the City as a first class convention and tourism (visitor) destination and to perform all services reasonably requested or required in accordance with this Agreement.

16. Chamber Support Services for Commission

The Chamber agrees to support the Commission by coordinating Commission meetings held and submission of required reports in furtherance of the functions specified in Section 2-705 of the Oklahoma City Municipal Code, 2020.

17. Assignment

The Chamber agrees not to assign or otherwise transfer this Agreement or the rights, duties, or obligations herein contained without prior written approval of the Council.

18. Certificate of Nondiscrimination

In connection with the performance of work and services under this Agreement, the Chamber has executed a Certificate of Nondiscrimination which is attached hereto and made a part of this Agreement as if set forth in its entirety herein.

19. Notices

- A. Notices to The City shall be in writing personally served, faxed, or sent by certified mail to:

Craig Freeman, City Manager
The City of Oklahoma City
200 North Walker, 3rd Floor
Oklahoma City, OK 73102,

or to such other official and/or address as The City may from time to time specify in writing.

- B. Notices to the Chamber shall be in writing, personally served or sent by fax or certified mail to the following addresses:

Christy Gillenwater, President & CEO
Greater Oklahoma City Chamber of Commerce
123 Park Avenue
Oklahoma City, OK 73102,

or to such other official addresses as the Chamber may from time to time specify in writing.

20. Prohibition Against Contingent Fees

The Chamber warrants that Chamber has not employed or retained any company or person, other than a bona fide employee working for the Chamber to solicit or secure this Agreement, and that Chamber has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working for the Chamber any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

21. Ownership of Documents and Other Assets

All documents, computations, sketches, test data, survey results, photographs, renderings and other material pertaining to the services rendered hereunder or prepared in connection therewith are the property of the City and will be delivered to the City upon termination of this Agreement for whatever reason, unless the parties enter into a similar agreement for FY 2024-2025. The deadline for such delivery, if necessary, shall be October 1, 2024, or such later date as the City may specify in writing to the Chamber.

22. Cancellation

- A. The City may cancel this Agreement, or any portion of this Agreement, with or without cause, upon written notice to the Chamber. If cancellation is for cause, which shall include any impropriety, default, or breach of contract on the part of the Chamber, then the City shall provide 10 days written notice of cancellation. If the cancellation is without cause and is for the convenience of the City and not for any impropriety, default or breach of contract on the part of the Chamber, then the City shall provide 60 days written notice of cancellation. Such notice shall be deemed received by the Chamber when deposited in the United States certified mail, with proper address and sufficient postage thereon.

- B. The Chamber may cancel this Agreement, or any portion of this Agreement, with or without cause, upon written notice to the City. If cancellation is for cause, which shall include any impropriety, default, or breach of contract on the part of the City, then the Chamber shall provide 10 days written notice of cancellation. If the cancellation is without cause and is for the convenience of the Chamber and not for any impropriety, default or breach of contract on the part of the City, then the Chamber shall provide 60 days written notice of cancellation. Such notice shall be deemed received by the City when deposited in the United States certified mail, with proper address and sufficient postage thereon.

23. Compliance with Ordinances, Regulations, and State Law

- A. The Chamber shall comply with all existing codes and ordinances of The City, the laws of the State of Oklahoma, and the laws of the United States of America relating or pertaining in any manner to this Agreement.
- B. The laws of the State of Oklahoma shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that any action, at law or in equity, regarding or relating to this Agreement shall be in a court of appropriate jurisdiction in Oklahoma County.

24. Immigration Compliance

The Chamber agrees to comply with all applicable provisions of the "Oklahoma Taxpayer and Citizen Protection Act of 2007," (Act) codified in part at 25 O.S. §§ 1312 and 1313.

25. Acceptance of Kickbacks and Gratuities Prohibited

No officer, employee, contractor, or subcontractor of the Chamber shall accept any gratuity or kickback for the performance of work under this Agreement. The services of any officer, employee, contractor, or subcontractor of the Chamber who is found to have accepted any such gratuity or kickback shall be immediately terminated by the Chamber.

26. Defend, Indemnify, and Save Harmless

To the fullest extent permitted by law, the Chamber agrees to release, defend, indemnify and save harmless the City and its officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Chamber's negligent acts, operations, errors and/or omissions under or in connection with this Agreement and the parties for whom either entity is legally responsible. The Chamber shall promptly advise the City in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Chamber, at its expense, shall assume the defense of the City with counsel satisfactory to the City. This section shall survive the expiration of this Agreement. Provided, however, the

Chamber need not release, defend, indemnify or save harmless the City or its officers, agents and employees, from damages or injuries resulting from the negligence of the City, its officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

27. Insurance

- A. Required insurance shall be carried and maintained throughout the term of this Agreement, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the City and any participating public trust.
- B. During the term of this Agreement, the Chamber shall provide, pay for, and maintain with companies satisfactory to the City the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the state of Oklahoma. All liability policies shall provide that the City and the Commission are named an additional insured as to the operations of the Chamber under this Agreement and shall also provide the following Severability of Interest Provision:

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

The insurance coverage and limits required under this agreement must be evidenced by properly executed certificates of insurance on the forms furnished by the City. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City on a timely basis if requested by the City. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty days prior written notice by registered or certified mail shall be given to the City of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Chamber shall immediately notify the City and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Chamber hereby agrees to promptly authorize and have delivered to the City such statement. The Chamber authorizes the City to confirm all information so furnished as to the Chamber's compliance with its insurance requirements with the Chamber's insurance agents, brokers, surety and insurance

carriers. All insurance coverage of the Chamber shall be primary to any insurance or self-insurance program carried by the City.

- C. No work shall commence under this Agreement unless and until the required certificates of insurance are provided and in effect.
- D. The insurance coverage and limits required of the Chamber under this Agreement are designed to meet the minimum requirements of the City. Such coverage and limits are not designed as a recommended insurance program for the Chamber. The Chamber alone shall be responsible for the sufficiency of its own insurance program. Should the Chamber have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the Chamber should seek professional assistance.
- E. The Chamber shall provide to the City the evidence of the following insurance as required herein:
 - 1. Worker's Compensation. The Chamber shall maintain, during the term of this Agreement, worker's compensation insurance as prescribed by the laws of the state of Oklahoma.
 - 2. Commercial general liability insurance. The Chamber shall maintain during the term of this Agreement sufficient commercial general liability Insurance to protect the Chamber and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under this Agreement, whether such activities, omissions and operations be by the Chamber or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time and currently are:
 - a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- | | |
|---|--|
| Bodily injury liability | \$175,000.00 Limit each person |
| | \$1,000,000.00 Limit each accident |
| Property damage liability | \$25,000.00 Limit each accident |
| | or |
| Bodily injury and property damage liability | \$1,000,000.00 Combined single limit each accident |

28. Whole Agreement

29. Amendment

30. Effective Date, Term, and Time

- Page 18 of 20

Should the Agreement not be renewed, the City agrees to use its best efforts to minimize any potential negative financial impact to the Chamber from financial exposure resulting from the activities performed in the normal course of business of convention and visitor development activities.

31. City Consideration of Sponsorship of Events upon Cancellation or Non-renewal of this Agreement

In the event this Agreement is cancelled by either party pursuant to Section 21 hereof or is not renewed by either party for FY 2024-2025, the City agrees, subject to the appropriation and encumbrance of necessary funds as required by Oklahoma law, to consider assuming on its own the sponsorship of any events to be held in the City that have been previously arranged by the Chamber pursuant to this Agreement or otherwise. Provided, the Chamber understands that City assumption of sponsorship of such an event shall require that an agreement be made between the City and the event promoter or its authorized agent and that any such agreement and the funding therefore shall be subject to approval by the Council.

32. Captions

The captions provided herein, above each section, shall not in any way limit, restrict, affect, or define the meaning of the section.

[Remainder of page is blank. Signature page follows.]

IN WITNESS WHEREOF, the Greater Oklahoma City Chamber of Commerce adopts and approves this Agreement this 17 day of June, 2024.

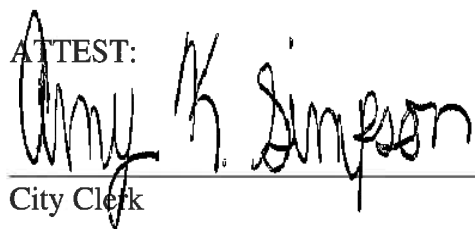
**GREATER OKLAHOMA CITY
CHAMBER OF COMMERCE**

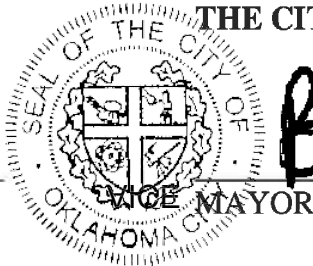
ATTEST:


Assistant Secretary


President

IN WITNESS WHEREOF, The City of Oklahoma City adopts and approves this Agreement this 2ND day of JULY, 2024.

ATTEST:

City Clerk



THE CITY OF OKLAHOMA CITY


VICE MAYOR

REVIEWED for form and legality.


Assistant Municipal Counselor

NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT AWARD

Sign Here 	President and CEO
Signature of Individual	Title

Christy Gillenwater
Printed Name of Individual

Greater Oklahoma City Chamber	123 Park Avenue, Oklahoma City, OK 73102
Company Name and Address	Zip Code

(405) 297-8900
Telephone Number and Fax Number if any

NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

Christy Gillenwater
Type Name of Authorized Agent/Representative
Signature
Greater Oklahoma City Chamber of Commerce
Company Name
123 Park Avenue, Oklahoma City, OK 73102
Address
(405) 297-8900
Telephone Number and Fax Number, if any
President and CEO
Title
Zip Code

TO BE COMPLETED BY THE NOTARY:

State of * Oklahoma)
County of * Oklahoma) SS.
[*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this 17 day of June, 2024 by Christy Gillenwater
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 02006793
[Oklahoma]
My Commission Expires: 5/27/2026
[Date/Year]
02006793
EXP. 05/27/26
PUBLIC
STATE OF OKLAHOMA
September 2022

Loyce Turner
Type Name of Notary Public
Signature of Notary Public
[49 Okla. Stat. 2011 §119]



GREAOKL02C

TTINNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1017969 INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT Tara Tinney, ARM, CRIS, ERIS NAME: PHONE (A/C, No, Ext): (405) 556-2273 FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: Tara.Tinney@INSURICA.com
INSURED Greater Oklahoma City Chamber of Commerce, Inc. 123 Park Avenue Oklahoma City, OK 73102	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 18058

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	PHPK2590371	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROFESSIONAL \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	PHPK2590371	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB877611	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oklahoma City Convention and Visitors Commission, City of Oklahoma City and the Office of the City Manager are listed as Additional Insured with respect to General Liability if required or agreed to in a written contract subject to all provisions and limitations of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City
Office of the City Manager
200 N. Walker - 3rd Floor
Oklahoma City, OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE