

**PROFESSIONAL SERVICES AGREEMENT WITH THE  
OKLAHOMA CITY ECONOMIC DEVELOPMENT FOUNDATION FOR  
COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES  
FY 2021-2022**

This Professional Services Agreement is made and entered into by and between **The Oklahoma City Economic Development Trust** ("The Trust") and, the **Oklahoma City Economic Development Foundation**, a private nonprofit corporation ("Foundation"),

**WITNESSETH:**

**WHEREAS**, The Trust exists for the purpose of benefiting The City of Oklahoma City ("The City"), a municipal corporation, in carrying out its economic and community development goals and objectives; and

**WHEREAS**, it is the desire of The City, the Trust, and Foundation to promote, foster, and develop economic growth in Oklahoma City; and

**WHEREAS**, the Foundation is a nonprofit corporation organized and existing under the laws of the State of Oklahoma, and its stated purpose is to create new jobs and foster economic development in Oklahoma City; and

**WHEREAS**, the Foundation has demonstrated over the years that is capable of promoting, fostering, and otherwise encouraging economic growth within the community, and, as a result, has retained professional staff with the knowledge and experience in this particular area, and has developed, and continues to develop, research, data, and information which can be used to benefit The City and the Trust in meeting their mutual economic and community development goals and objectives; and

**WHEREAS**, the Foundation, through the Forward Oklahoma City I, II, III, and IV programs, has funded and is pursuing key community and economic development initiatives that when fully developed will be of benefit to The City and its citizens; and

**WHEREAS**, The City and Trust desire to utilize the experience and knowledge of Foundation and to engage the Foundation to provide professional program services and to develop certain work products that will benefit The City and the Trust in their ongoing efforts to maximize community and economic development activity within Oklahoma City, which will enhance the social and economic well-being of its citizens; and

**WHEREAS**, the Foundation has retained a professional staff with experience effective in the delivery of community and economic development services desired by the Trust and The City; and

**WHEREAS**, for a number of years, The City has contracted with the Foundation to provide community and economic development services to The City through its retained professional staff; and

**WHEREAS**, in 2009, at the request of The City, and with the approval of the Foundation, the agreement between The City and Foundation for professional community and economic development services was assigned to the Trust for administration and oversight; and

**WHEREAS**, the Trust having had experience with this Agreement, has determined that continued contracting with the Foundation and renewal of this Agreement to provide community and economic development services will greatly enhance the effectiveness and coordination of those community and economic development programs and services provided by the Trust to The City and will provide the Trust with the professional services necessary to carry out its mission to maximize economic and community development within the City; and

**WHEREAS**, it is within the legal discretion of the Trustees of the Trust to choose contractors to render professional services to the Trust, and the Trust desires to exercise its legal power to contract and to enter into this Agreement with the Foundation to provide the community and economic development professional services outlined and described in the Agreement for the 2021-2022 Fiscal Year (“FYE 22”); and

**WHEREAS**, based on the forgoing, the Trust desires to enter into this Agreement with the Foundation to provide professional economic and community development services to the Trust during FYE 22 that will enhance the ability of the Trust to meet its objectives of encouraging, promoting and/or fostering community and economic development through the creation of new jobs, retention and expansion of existing industries, and the promotion of a more diverse retail tax base, which will serve to reduce sales tax leakage in the City; and

**WHEREAS**, the Foundation desires to provide the Trust with the professional services requested herein and to provide the work products identified within the Agreement, which services and products will promote and foster community and economic development for Oklahoma City.

**NOW, THEREFORE**, in exchange for the consideration, covenants, agreements, and premises set forth herein, the parties hereto agree as follows:

**SECTION 1. DEFINITIONS.**

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

- A. “Foundation” – the Oklahoma City Economic Development Foundation, Inc., a nonprofit corporation which agrees to perform the work required by this Agreement.
- C. “City” – The City of Oklahoma City, Oklahoma, a municipal corporation.
- D. “Trust”– the Oklahoma City Economic Development Trust, a public trust whose sole beneficiary is The City of Oklahoma City.
- D. “General Manager”– the duly appointed General Manager of the Trust or his/her surrogate/designee.
- E. “Council” – the Mayor and City Council of the City.
- F. “Goals”– the objectives to be achieved under the Scope of Work.
- G. “Performance Measures”– the agreed upon measures by which the Foundation’s progress in achieving the Goals can be objectively determined.
- H. “Program Coordinator”– the City staff member designated by the General Manager to coordinate the Trust’s administration of this Agreement.
- I. “Report or Reports” – the document or documents submitted by the Foundation to the Program Coordinator on a periodic basis (monthly, quarterly, annually—*see* Section 7 of this Agreement, *infra*), which shall detail the work performed by the Foundation pursuant to this Agreement during the referenced time period.
- J. “Scope of Work”– the plan of work to be accomplished under this Agreement, which is described in Attachment A and which includes the professional services plan and related performance measures (the “Scope of Work” is attached hereto and incorporated herein by reference).
- Q. “Strategic Investment Program” – The City of Oklahoma City’s Strategic Investment Program (“SIP”) that is funded by certain General Obligation Limited Tax Bond Proceeds and/or investment income that is utilized by The City and the Trust to support the expansion of existing industries or new-to-market companies

willing to locate within the city limits of Oklahoma City and provide the community with quality jobs.

- R. “Oklahoma City Economic Development Foundation Professional Services Plan and Performance Measures for FYE 22” – is included in this Agreement as part thereof as Attachment A.

**SECTION 2. FOUNDATION TO PROVIDE PROFESSIONAL SERVICES.**

The Trust engages the Foundation and the Foundation agrees to provide professional services to the Trust that will encourage and promote community and economic development in the City, with such services to include, without limitation, all managerial, administrative, and fiscal services needed to accomplish the Scope of Work. In performance of such services, the Foundation agrees to respond to all reasonable requests for services made by the General Manager, Program Coordinator or the Trust. A detailed listing of services to be performed and performance measures to be employed, is provided as Attachment A, the Professional Services Plan and Performance Measures.

**SECTION 3. SCOPE OF WORK.**

A. The professional services to be provided by the Foundation in performance of this Agreement shall consist of all professional staff work 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 Quarterly and Final Reports and any other obligations set forth herein.

B. In performing this Agreement, the Foundation shall provide and be compensated for providing the necessary, qualified and competent personnel predominantly assigned to the accomplishment of the objectives set forth in Section 2 of this Agreement and the Scope of Work, identified in Attachment A. The Foundation shall also provide all professional and related administrative services that are reasonably requested by the General Manager, Program Coordinator or the Trust and that are necessary to promote community and economic development programs including, but not limited to: (a) retention and expansion strategies; (b) industry cluster strategies; (c) entrepreneurial development; (d) business recruitment strategies; (e) public relations and marketing strategies; (f) infrastructure strategies including employment lands; (g) retail development; (h) research and marketing support strategies; (i) SIP services; and

(j) “Other Services” as requested by the General Manager or his designee. The scope of work of any “Other Services” must be submitted to the General Manager in writing for approval prior to the commencement of such services. The General Manager may request a detailed budget for the “Other Services”. The General Manager shall approve any “Other Services” requested by his/her designee before such services can be rendered.

**SECTION 4. RESPONSIBILITIES OF FOUNDATION.**

A. The Foundation shall be accountable to the General Manager, Program Coordinator and the Trust 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 expanding community and economic development in the City.

B. The parties understand that the Foundation is responsible to the General Manager and the Trust for the day-to-day provision of professional services to the Trust; 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 7 of this Agreement.

**SECTION 5. PAYMENT FOR SERVICES RENDERED;**

A. The Trust shall pay the Foundation for services rendered in an amount not to exceed \$990,000 to be paid in four (4) equal (quarterly) installments, for the accomplishment of the professional services objectives set forth in Section 2 of this Agreement and items (a) through (h) in Section 3(B) of this Agreement at the end of each quarter beginning with October 1, 2021. In addition, the Trust shall pay the Foundation approximately \$2,500 for each SIP application (Section 3.B.i.) that has been received, reviewed, and evaluated for the Trust’s consideration, provided however, the payment for SIP Services shall be capped at \$25,000 for the 2021-2022 fiscal year. The Foundation shall also provide the Trust “Other Services” (Section 3.B.j.) as requested by the General Manager or his designee in the amount not to exceed \$100,000 during FYE 22. Except as agreed by the General Manager, payment for “Other Services” shall be made upon completion and acceptance of end work product by the General Manager. Under the “Other Services” provision, the General Manager is authorized to approve progressive reimbursement to the Foundation for work product that is provided in stages. However, the balance of any “Other Services” amount may not be carried over from fiscal year to fiscal year or to a subsequent renewal of the Agreement.

B. As required by Section 8 of this Agreement, by the fifteenth business day following the end of a Quarter with the quarter beginning with the month of October 2021, the Foundation shall submit a Quarterly Report to the Program Coordinator, together with an invoice for the quarterly installment due under this Section 6 for services rendered during the prior quarter. The invoice submitted shall meet the requirements for claims by contractors as set forth in the Oklahoma City Municipal Code, 2010, § 2-801. The Program Coordinator shall forthwith review the Quarterly Report and invoice to verify work performed and activities set forth therein meet the requirements of this Agreement. The Program Coordinator may request any additional information needed to fully document the Foundation'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 Foundation and, if found to be satisfactory, shall process the invoice for payment; provided, if the Program Coordinator reasonably finds that the Quarterly 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 Foundation. Following such notification by the Program Coordinator, the claim shall be processed for payment within ten business days.

C. The Foundation understands and agrees that the payment of funds by the Trust to the Foundation under this Agreement shall be subject to annual appropriation and budgeting by The City of Oklahoma City as required by Oklahoma law, and that any funds to be paid by the Trust to the Foundation for the professional services provided hereunder shall be limited to the amount of funds appropriated within the City's General Fund and transferred to the Trust for use in making payment to the Foundation.

**SECTION 6.**            **OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST.**

A. The Trust shall periodically review the progress of the Foundation in accomplishing the objectives set forth in Section 2 of this Agreement and the Scope of Work; receive and review 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 Trust desire to review or that are referred to them by the Program Coordinator.

**SECTION 7.**            **REPORTS.**

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

A. Reports to the Trust and City Council: Quarterly Reports shall be submitted to the Program Coordinator no later than the fifteenth day after the last day of each quarter. The reports will provide sufficiently detailed information to document the Foundation's work to accomplish the objectives set forth in Section 2 of this Agreement and the Scope of Work during the preceding quarter. The Quarterly Reports shall contain the following elements:

1. Narrative Overview briefly outlining:
  - a. Major accomplishments
  - b. Performance measures and related explanations as to why the measure was met or not; and
  - c. Major work to be undertaken in the next quarter; and
2. Supporting data in row and column format comprising quarterly job information including newly established company names, job counts, salary information, and capital investment.
2. FYE 22 Scope of Work and Goals, updated to show the quantitative progress toward each stated goal; and
3. Attachments or information needed to fully inform the Trust and City Council concerning the status of each program service being performed or as may otherwise be requested by the Trust or General Manager.
4. Examples of the latest media reports or marketing materials used to promote The City of Oklahoma City and the economic development activities undertaken by the Trust on behalf of The City, its sole beneficiary.

B. Fourth Quarter Report: The 4<sup>th</sup> Quarter Report is due by August 30, 2022, and shall include the following elements:

1. The 4<sup>th</sup> Quarter 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 Foundation to the Trust or Program Coordinator by not later than August 30, 2022. The 4<sup>th</sup> Quarter Report shall: detail the year's accomplishments under each Goal and Performance

Measure; compare actual activities and accomplishments with the stated Goals and Performance Measures; identify and explain any significant variation from the Scope of Work; and outline recommendations, plans, and projections for FY 2022-2023 in the event the Trust has decided to renew this professional services agreement.

2. The Trust shall consider the 4<sup>th</sup> Quarter Report and shall either approve the 4<sup>th</sup> Quarter Report and the work there under as acceptable and complete or reject the 4<sup>th</sup> Quarter Report and return it for additional information and/or documentation. In the event the Trust rejects the material presented, the Foundation shall amend, clarify, and/or update the 4<sup>th</sup> Quarter Report in response to any questions, concerns or deficiencies detailed by the Trust as a condition of acceptance of the Scope of Work as complete. The Trust shall accept the Scope of Work for FYE 22 as complete upon acceptance/approval of the 4<sup>th</sup> Quarter Report.

C. Presentations to City Council and Trust: The Foundation will be required to make presentations on a regular basis to the Trust, and upon request by the General Manager. In addition, the Foundation shall make periodic presentations to the City Council as requested by the General Manager.

#### **SECTION 8. 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 Trust unless such work or services are first approved by the Trust. Any amendments to this Agreement to increase payments to the Foundation for services above the amounts specified in this Agreement or to change the Scope of Work specified herein shall also be subject to approval by the Trust. Amendments to this agreement which impact the scope of work must be approved by both parties prior to initiation of such work. See Section 23 regarding amendments to this agreement.

#### **SECTION 9. DISCLOSURE.**

To the extent permitted under Oklahoma law, the Trust shall assist the Foundation in protecting confidential, trade secret and copyrighted documents whether disclosed or not under the terms hereof, by notifying the Foundation of any such request and providing the Foundation



the reasonable opportunity to file an appropriate action precluding the release of such documents by the Trust. Provided however, the Foundation shall intervene on its own behalf to establish all grounds for protecting its confidential, trade secret and copyrighted documents at any hearing to determine whether disclosure is required under the laws of Oklahoma.

**SECTION 10.**      **FOUNDATION IS INDEPENDENT CONTRACTOR.**

The Foundation is acting as an independent contractor of the Trust and the employees, agents and consultants of the Foundation are not employees of the City or the Trust. The Foundation and its 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 or the Trust.

**SECTION 11.**      **BEST EFFORTS.**

The Foundation agrees to devote its best efforts and resources to the Trust's and City's interests and to endeavor in every way to successfully promote the City as a first class place to expand or grow a company and to perform all services reasonably requested or required in accordance with this Agreement.

**SECTION 12.**      **ASSIGNMENT.**

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

**SECTION 13.**      **CERTIFICATE OF NONDISCRIMINATION.**

In connection with the performance of work and services under this Agreement, the Foundation 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.

**SECTION 14.**      **NOTICES.**

A. Notices to the Trust shall be in writing personally served, faxed, or sent by certified mail to:

Craig Freeman, General Manager  
Oklahoma City Economic Development Trust  
200 North Walker, 3rd Floor  
Oklahoma City, OK 73102,

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

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

Roy H. Williams, President & CEO  
Oklahoma City Economic Development Foundation  
123 Park Avenue  
Oklahoma City, OK 73102,

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

**SECTION 15. PROHIBITION AGAINST CONTINGENT FEES.**

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

**SECTION 16. CANCELLATION.**

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

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

C. In the event of any cancellation, any work product under development (complete or incomplete) shall be returned to the Trust. In addition, any pro rata amount of funds due to the Foundation shall be paid to the Foundation by the Trust.

**SECTION 17. COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE LAW.**

A. The Foundation 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.

**SECTION 18. IMMIGRATION COMPLIANCE**

The Foundation 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.

**SECTION 19. ACCEPTANCE OF KICKBACKS AND GRATUITIES PROHIBITED.**

No officer, employee, contractor, or subcontractor of the Foundation 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 Foundation who is found to have accepted any such gratuity or kickback shall be immediately terminated by the Foundation.

**SECTION 20. DEFEND, INDEMNIFY AND SAVE HARMLESS.**

To the fullest extent permitted by law, the Foundation agrees to release, defend, indemnify and save harmless the Trust and 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 Foundation'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 Foundation shall promptly advise the Trust in writing, of any action, administrative or legal proceeding or investigation as to which this

indemnification may apply, and the Foundation, at its expense, shall assume the defense of the City with counsel satisfactory to the Trust. This section shall survive the expiration of this Agreement. Provided, however, the Foundation need not release, defend, indemnify or save harmless the Trust or its officers, agents and employees, from damages or injuries resulting from the negligence of the Trust, 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.

## **SECTION 21.**                      **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 Trust and any participating public trust.

B. During the term of this Agreement, the Foundation shall provide, pay for, and maintain with companies satisfactory to the Trust 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 Trust and City are named as additional insured as to the operations of the Foundation 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 Trust. 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 Trust on a timely basis if requested by the Trust. 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 Trust 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 Foundation shall immediately notify the Trust and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Trust requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Foundation hereby agrees to promptly authorize and have delivered to the Trust such statement. The Foundation authorizes the Trust to confirm all information so furnished as to the Foundation's compliance with its insurance requirements with the Foundation's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Foundation shall be primary to any insurance or self-insurance program carried by the Trust.

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 Foundation under this Agreement are designed to meet the minimum requirements of the Trust. Such coverage and limits are not designed as a recommended insurance program for the Foundation. The Foundation alone shall be responsible for the sufficiency of its own insurance program. Should the Foundation have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the Foundation should seek professional assistance.

E. The Foundation shall provide to the Trust the evidence of the following insurance as required herein:

1. Worker's Compensation. The Foundation 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 Foundation shall maintain during the term of this Agreement sufficient commercial general liability Insurance to protect the Foundation 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 Foundation 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 Trust'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.
3. Automobile liability insurance shall be maintained by the Foundation as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

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

Any lapse of insurance coverage is declared a breach of this Agreement. The Trust may, at its option, suspend this Agreement until there is full compliance with this Section 21 or may terminate this Agreement for nonperformance of the insurance requirements set forth in Section 21.

## **SECTION 22. WHOLE AGREEMENT.**

The work and services to be provided by the Foundation are defined solely by this Agreement, and not by any other statements, documents, representations, contracts or agreements that may be associated with this Agreement or the negotiation or procurement hereof.

## **SECTION 23. AMENDMENT.**

This Agreement supersedes all prior contracts and understandings and may only be modified by written amendment executed by the Foundation and the Trust.

**SECTION 24.**            **EFFECTIVE DATE, TERM, AND TIME.**

A.        This Agreement shall become effective as of July 1, 2021, and shall supersede any prior agreements between the parties. The Foundation shall complete all work and services to be performed hereunder by June 30, 2022, except as otherwise specifically provided.

B.        It is provided that this Agreement may be subsequently renewed annually upon mutual agreement of the parties. The Foundation will submit the FY 2022-2023 Program Proposal, Performance Measures and Budget no later than January 31, 2022. The Foundation will also provide a list of its Board members. An oral presentation of the Program Proposal may be made to the Trust at a date and time established by the General Manager.

**SECTION 25.**            **CAPTIONS.**

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

(The remainder of this page intentionally left blank)

**[Signature Page for Oklahoma City Economic Development Foundation]**

**IN WITNESS WHEREOF**, the Oklahoma City Economic Development Foundation adopts and approves this Agreement this 10th day of June, 2021.

**OKLAHOMA CITY ECONOMIC  
DEVELOPMENT FOUNDATION**

  
\_\_\_\_\_  
President

**ATTEST:**

  
\_\_\_\_\_  
Assistant Secretary

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**Signature Page for  
Oklahoma City Economic Development Trust & City of Oklahoma City**

**IN WITNESS WHEREOF**, this Agreement is approved by the Oklahoma City Economic Development Trust this 22nd day of June, 2021.

**OKLAHOMA CITY ECONOMIC  
DEVELOPMENT TRUST**

ATTEST:

 _____ SECRETARY		 _____ CHAIRMAN
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**CONCURRENCE** by the City Council and **SIGNED** by the Mayor of The City of Oklahoma City this 6th day of July, 2021.

**THE CITY OF OKLAHOMA CITY**

ATTEST:

 _____ CITY CLERK		 _____ VICE-MAYOR
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**REVIEWED** for form and legality.

  
\_\_\_\_\_  
ASSISTANT MUNICIPAL COUNSELOR

**OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST**  
**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance under the Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, sexual orientation, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of The City of Oklahoma City setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above clause and agree to abide by its requirements.

***This form must be fully completed and signed  
by the Contractor or Contractor's Authorized Agent.***

Oklahoma City Economic Development Foundation

Name of Individual, Partnership, Limited Liability  
Company, or Corporation, herein called "Contractor"



\_\_\_\_\_  
Signature of Contractor or Contractor's Authorized Agent

Roy H. Williams, President & CEO

Type or print name and title of person who signed above

[This Certificate is required by the Trust in compliance with Oklahoma City Municipal Code, Chapter 25, Article III, Section 25-41.]

## ATTACHMENT A

### SCOPE OF WORK

#### **BUDGET REQUEST**

#### **OKLAHOMA CITY ECONOMIC DEVELOPMENT FOUNDATION FY 21/22 ECONOMIC DEVELOPMENT SERVICES AGREEMENT**

The Greater Oklahoma City Chamber, through the Oklahoma City Economic Development Foundation, is pleased to provide the following contract for economic development services supported by the City of Oklahoma City for Fiscal Year 2021/2022.

This year's contract supports multiple programs of work within the larger Chamber/Foundation economic development framework including efforts to recruit new primary business investment, support existing businesses with expansion needs, develop additional land inventory and grow the talent base in the region through alignment, recruitment and retention efforts. Other work includes marketing, branding and research initiatives to increase Oklahoma City's profile and ability to respond to specific economic opportunities.

This year's contract also continues to call out and expand efforts that focus on innovation and entrepreneurship to strengthen the texture and diversity of our market. Many of these efforts are undertaken in partnership with the City of Oklahoma City and Alliance for Economic Development of Oklahoma City. Initiatives in those areas complement a specific program of work to support retail activity in the City of Oklahoma City to not only increase local quality of life but also stabilize and increase the local sales tax base.

These efforts are undertaken with a view towards strengthening the economic conditions for all Oklahoma City residents. This contract also continues the Chamber's relationship with the City and Alliance to support businesses and residents affected by the fiscal, social and healthcare turmoil of COVID-19 and larger historic economic challenges. As was demonstrated acutely during the last year, the fragility of certain parts of our community's economy, including but not limited to our minority business community, continues to face challenges in its ability to compete in a new economy. Work to close gaps and improve overall economic outcomes will continue to be an important focus of the Chamber's work.

It is important to note that funding allocated by the City works in tandem with dollars invested by the Oklahoma City area business community, and other public partners, to support economic development outcomes described at the end of this document.

Requested contract funds to support the City of Oklahoma City's portion of these initiatives for Fiscal Year 2021-2022 is \$990,000

## **PROGRAM 1: CREATE ADDITIONAL LOCAL ECONOMIC OUTCOMES**

The components of this year's partnership between the Chamber/Foundation and the City of Oklahoma City to increase economic development outcomes are organized with the following goals in mind:

- Increasing Oklahoma City's economic diversity
- Increasing income and wages across income brackets
- Increasing the local tax base
- Increasing Oklahoma City's market visibility and presence

To accomplish this work, the Chamber/Foundation work is organized and measured in the following ways:

### **A. Diversify the Local Economic Base**

#### **Objectives:**

- Recruit new companies that add to the economic fabric and dexterity of the region
- Assist new companies and primary job industries as they start, grow, scale and remain in Oklahoma City
- Create additional land and building inventory in Oklahoma City that supports new business locations and business scaling
- Support the City of Oklahoma City/Alliance for Economic Development in the review and processing of applications for the Strategic Investment Program

Specific to this year's contract, the Chamber/Foundation are employing efforts in the following areas:

*Aerospace/Transportation Cluster:* The Chamber deploys specific efforts to recruit additional assembly/manufacturing, software and research and development opportunities for the aerospace/transportation cluster locally. This strategy further diversifies this growing economic cluster and reinforces past investments made by regional public and private partners.

*Class A & B Office Tenants:* Continuing to develop a specific niche within Oklahoma City to continue to upscale its positioning with higher-end back-office, shared services and cyber

security/software/tech tenants, the Chamber has developed a recruitment strategy to attract businesses that would require Class A&B office space to Central Oklahoma from other markets. The Chamber is specifically highlighting industry strengths, currently available labor and real estate ideal for these sectors as well as highlighting the quality-of-life investments Oklahoma City has made for many years that attracts long-term talent.

*Manufacturing/Warehouse Cluster Recruitment and Expansion:* As demonstrated by project workload over the past year, the demand for new manufacturing, warehouse and logistics operations sites in the Oklahoma City region continues to increase. To continue to place emphasis in this sector, the Greater Oklahoma City Chamber recruitment team is placing additional resources in relationship building and recruitment efforts in this space. This work complements efforts to build a bigger inventory of land resources within the region and additional workforce resources, specifically automation, manufacturing skills, engineering disciplines and warehouse skills.

*Innovation/Entrepreneurship Program Expansion:* The Greater Oklahoma City Chamber, along with its partners at the City of Oklahoma City and Alliance for Economic Development, continues to seek and implement best-practices for innovation and entrepreneurship programming to support the Oklahoma City metro. Specifically, the Chamber has identified core needs within the metro to support innovation/entrepreneurship growth that include:

- Programs to equitably increase the breadth of technical talent in Oklahoma City
- Strengthening the environment for corporate innovation, ensuring a resilient base of local and headquarter companies and connecting existing corporate companies to early-stage companies
- Recruitment of entrepreneurs and high-growth businesses to Oklahoma City
- Tailored resources for entrepreneurs and startup businesses at all stages of development, including grants and financial incentives, pre-accelerator and accelerator programs, incubators, mentorship programs, and community events
- Engagement with local universities and talent providers to bolster working relationships between the business community and education providers

To support these priorities, the Chamber will continue to conduct best-practice engagements between Oklahoma City and key markets who excel in the core competencies listed above, bring opportunities to the public sector to support additional growth in these areas, and support connectivity and growth between existing innovation/entrepreneurship entities.

Performance Measure-Recruitment	FY 21/22 Target
Engage in efforts to maintain and grow the number of active prospects considering locations or expansions	<p>Average number of recruitment or expansion projects in pipeline each month (goal of 45)</p> <p>Number of company prospect visits/virtual tours annually (goal of 15)</p> <p>Projects in pipeline that reached a stage of active negotiation (goal of 15 annually)</p>
Conduct outreach to national site consultants and company decision makers	<p>Conduct outreach to 250 national site consultants and real estate executives annually</p> <p>Conduct outreach to 100 corporations annually</p>
Participate in target industry trade shows and forums to market Oklahoma City (examples include aerospace shows, back-office/shared services, manufacturing/logistics, software/cyber/tech, bioscience)	Participate in 6 target industry shows or forums annually
<p>Active recruitment of projects in the following key areas:</p> <ul style="list-style-type: none"> <li>• aerospace/transportation</li> <li>• back-office, shared service, and other Class A&amp;B office user projects</li> <li>• Manufacturing and Warehouse/distribution</li> </ul>	Implement specific business development campaigns and outreach efforts in the described sectors.

Strategic Investment Program	Assist in the review of applicants to the SIP program and conduct economic modeling to determine incentive offerings
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Performance Measure- Innovation/Entrepreneurship	FY 21/22 Target
Actively support Innovation District	<p>Actively assist Innovation District board and staff launch and promote programming.</p> <p>Provide project management for recruitment/expansion projects that could locate in the Innovation District boundaries</p>
Research and development	Support the expansion of research and development efforts and partnerships in the Oklahoma City metro. Examples include further development of the bioscience, UAV/UAS and radar research technology clusters. Also support the development of new research and development initiatives.
Community best practices	<p>Host engagements/site visits with consultants providing “best-in-class” programming in core innovation competencies</p> <p>Conduct best practice outreach to other communities (goal of 2)</p>
Support existing and new programs	<p>Identify/support programming with the following emphasis areas:</p> <ul style="list-style-type: none"> <li>• Expanding technology skills for Oklahoma City residents</li> <li>• Business technical capabilities including accounting, marketing, and other forms of business acumen</li> <li>• Pre-accelerator and accelerator programming</li> <li>• Corporate innovation and partnerships between existing businesses and existing entrepreneurs in</li> </ul>

	<p>the metro area</p> <ul style="list-style-type: none"> <li>• R&amp;D/business and technology partnerships</li> <li>• Early/growth-stage company growth including programming to support additional financial and mentorship partnerships</li> <li>• New technology/entrepreneur business recruitment</li> </ul>
Performance Measure-Inventory	FY 21/22 Target
Assist the Alliance for Economic Development and the City of Oklahoma City to identify and accelerate development of industrial land sites.	Identify and work on two (2) industrial land sites to engage with owners/ representatives in a process of moving them forward for use.
Create meaningful relationships with brokers and developers to assist in the creation and marketing of primary job site locations	<p>Actively market Oklahoma City primary job employment sites to outside developers.</p> <p>Host at least two formal annual local broker engagement events</p>
Assist Will Rogers Airport actively market Lariat Landing property for new investment	Actively partner with airport to market sites to brokers, developers and tenants throughout year.

## **B. Increase Income and Wages Across Income Brackets**

### **Objectives:**

- Create a framework for the identification of skills development in the local workforce to meet the current and future needs of in-demand occupations.

To accomplish this objective the Chamber/Foundation are leveraging City investment in the following ways:

*Digital Talent:* Forming an industry-owned talent consortium around the development of digital skills required for the 21<sup>st</sup> Century economy. This work, labeled as “Project Accelerate” and led by existing industry representatives includes the development of better methods to source, train,



hire and retain this key skill-set for the Oklahoma City metro region. Digital skills include but are not limited to information technology, cyber security, software and automation.

*Aerospace Talent:* An additional key talent sector with specific labor demands in the Oklahoma City market is aerospace skillsets. Included in the aerospace talent demand profile are touch labor, engineering talent, propulsion technology and technology skills including those digital skills described above. The Greater Oklahoma City Chamber has formed an industry owned consortium that works to source, recruit and retain this key talent for current and future Oklahoma City aerospace employers.

Performance Measure	FY 21/22 Target
Actively meet with existing Oklahoma City companies regarding current and future talent needs	Formal one-on-one surveys of 50 companies regarding talent development needs
Talent consortium	Continue talent consortium work in the following areas: <ul style="list-style-type: none"> <li>• Digital skills including IT/cyber/software and automation</li> <li>• Aerospace sector skills</li> </ul>

### C. Increase Local Investment in Oklahoma City and Increase the Tax Base

#### Objectives:

- Develop relationships with existing businesses to support their long-term growth
- Assist existing businesses with specific expansion opportunities
- Communicate the needs and challenges of existing businesses to the public sector

Performance Measure-Local Companies	FY 21/22 Target
Existing company engagement	Have one-on-one contact with 250 primary businesses in Oklahoma City supporting opportunities for growth, expansion and service provision (provide assist to 125-150 of these companies)  Actively maintain at least 5 expansion projects as part of project pipeline

	Provide annual update to the Economic Development Trust regarding business outreach findings including needs, challenges and opportunities for partnership with the City, Alliance and Chamber.
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#### **D. Improve Oklahoma City's Reputation (Marketing and Research Support)**

- Improve perceptions of Oklahoma City as a location for business investment
- Improve perceptions of individuals considering employment in Oklahoma City
- Help businesses in Oklahoma City better connect and retain new talent entering the market
- Generate leads from companies considering new locations with special emphasis on target industries such as aerospace and Class A & B office tenants
- Support Chamber's retail recruitment and development strategy through OKCRetail.com, ICSC visibility and shop local retail support
- Support the region's efforts to expand innovation and entrepreneurship economy
- Ensure that data and research capabilities are in place to support overall economic development programming and business growth.

To accomplish these objectives the Chamber/Foundation are leveraging City investment in the following ways:

*Business attraction:* Increasing awareness of Oklahoma City's business climate and advantages and generating leads in targeted industries through direct mail, content marketing, online advertising and earned media programs.

*Trade show efforts:* Maximizing Oklahoma City's presence at key trade shows and meetings to generate industry awareness and increase leads during and after the event. Exhibiting at international trade shows is a key strategy of the Chamber's when it comes to improving the perception of Oklahoma City and generating business leads. These events leverage the funds the City provides to further enhance Oklahoma City's visibility and impact at these shows.

*Talent attraction/retention:* As workforce needs in the region have grown substantially, the need to recruit new residents to our city has become more critical to ensuring the city's growth continues. To ensure resources used for these efforts have the most impact, the Chamber focuses on high-demand skills and capabilities our research identifies. Online marketing programs target this talent to provide greater awareness of Oklahoma City opportunities.

Additionally, recruiting new talent to the market is only the first step of the process, and retention of new talent is a priority. This program includes website/content market, targeted publications, retention events and more.

*Public relations/reputation management:* Maintaining and improving Oklahoma City's reputation in the national press is a critical component of the Chamber's marketing strategy. The Chamber leverages City funds with Chamber/Foundation funds to implement an aggressive media relations program that includes: media outreach, familiarization tours, engagement with local PR firms on OKC messaging, website development and asset development.

Performance Measure-Marketing	FY 21/22 Target
<b>Marketing:</b> Increased unique visitors to greateroklahomacity.com, okcretail.com and abetterlifeokc.com	Five percent gain year over year
Increase sessions generated by online marketing initiatives on greateroklahomacity.com and abetterlifeokc.com	10% gain year over year
Media Relations: Number and quality of stories pitched/placed and assisted.	Up to 300 media stories nationally

Performance Measure-Research	FY 21/22 Target
Research tool capacities	Maintain a robust array of research tools capable of analyzing local, regional and national economic trends as well proving

	local data to support existing and new companies
Economic impact analysis	Maintain specific research tools to help the City and Alliance review and analyze request for Strategic Investment Program funding

## **PROGRAM 2: RETAIL RECRUITMENT AND DEVELOPMENT**

The Greater Oklahoma City Chamber, through the Oklahoma City Economic Development Foundation is pleased to offer its plan for retail recruitment and development services for Fiscal Year 2021/2022. This program of work acts as a complimentary effort for the Chamber/Foundation's other economic development efforts to grow the local economy.

Efforts to increase retail development are organized in the following ways:

- Improving Oklahoma City's brand recognition with key retailers and developers
- Recruiting new destination retail within Oklahoma City city limits
- Assisting the City of Oklahoma City predict and increase local sales tax collections
- Increasing the quality-of-life of local residents and supporting existing retailers and retail districts

Objectives and associated metrics for this work are described in detail below:

### **A. Improve Oklahoma City's Brand Recognition with Retailers and Developers**

#### **Objectives:**

- Improve Oklahoma City's overall brand recognition with and connections to key retailers and developers driving destination retail decisions
- Improve Oklahoma City's visibility through leadership in retail industry conversations

<b>Performance Measure-Brand Recognition</b>	<b>FY 21/22 Target</b>
Participate in key retail industry shows and forums to highlight Oklahoma City retail offerings	Participate in at least 8 shows and forums annually

Industry leadership	<p>Maintain an active role in the leadership of ICSC, ULI, CREC and other industry leadership programs as appropriate.</p> <p>Participate in speaking events and best practice forums to highlight Oklahoma City retail successes (goal of 2 annually)</p>
Maintain on-line and physical material that highlights Oklahoma City's strength and opportunities for new retail development	<p>Maintain and market a retail focused website that highlights Oklahoma City retail strengths and opportunities</p> <p>Support the creation of marketing/sales materials that highlight Oklahoma City's advantages and assets.</p>

## **B. Recruit New Destination Retail to Oklahoma City**

### **Objectives:**

- Recruit new destination retail within the city limits of Oklahoma City
- Develop relationships with local property owners and brokers to facilitate retail development transactions

<b>Performance Measure-Recruit Retail</b>	<b>FY 21/22 Target</b>
Meet with target destination retailers and developers on on-going basis	Goal of 35 annually
Maintain an active pipeline of new destination retail projects	<p>Maintain an average of 20 projects</p> <p>Coordinate and host a minimum of three (3) site visit or virtual site visits from new to market retailers and developers in Oklahoma City.</p>
Lead Oklahoma City's retail recruitment efforts at ICSC ReCon Events	Lead Oklahoma City's effort to coordinate the meetings, logistics and booth responsibilities for ICSC ReCon as

Lead Oklahoma City's retail recruitment efforts at other industry events as appropriate	appropriate  Develop an annual program of work to market Oklahoma City retail opportunities at national and regional events.
Continue an active partnership with Oklahoma City, national and local brokers/developers to identify and recruit destination and high quality retail in targeted areas of the city.	Contact and track 100 individual brokers, retailers, or developers

### **C. Assist the City of Oklahoma City Predict and Increase Sales Tax Collections**

#### **Objectives:**

- Provide timely and meaningful information to the City and Alliance to assist in the prediction of retail trends that can impact sales tax revenue collections
- Assist the City in reviewing and analyzing specific, qualifying retail projects seeking public incentives

<b>Performance Measure-Brand Recognition</b>	<b>FY 21/22 Target</b>
Provide data and reports to the City regarding retail trends to support public policy	Present an annual retail industry report for the City of Oklahoma City
Assist the City of Oklahoma City and other partners determine the viability and need for retail project incentives	Support retail development incentive discussions as appropriate

### **D. Increase Oklahoma City Resident's Quality-Of-Life/Support Existing Retailers**

#### **Objectives:**

- Recruit new quality retail tenants to underserved markets in key geographies throughout Oklahoma City
- To assist Oklahoma City neighborhoods and districts retain and recruit retail and restaurants that add to the fabric and quality-of-life of Oklahoma City residents

- Support existing Oklahoma City retailers and retail districts by connecting them to resources and relationships that enable their success in the Oklahoma City retail market. Also provide marketing and product development support as appropriate.

Performance Measure- Quality-of-Life	FY 21/22 Target
Recruit destination retailers and developers to economically challenged regions	Continue to actively support retail development in NE OKC, Innovation District and South/Southeast OKC
Support existing retail districts and neighborhoods	Goal of engagement/support of 5 OKC retail or neighborhood districts annually. Support can include marketing and product development or partnership matchmaking support.
Support and assist existing retailers	Assist 36 local retailers.

### **PROGRAM 3 (AS NEEDED): ECONOMIC RECOVERY AND REVITALIZATION:**

Knowing Central Oklahoma continues to face unprecedented economic uncertainty in 2021/2022 created by multiple economic and social factors, the Greater Oklahoma City Chamber continues to work with and support partnerships with the City of Oklahoma City, Alliance for Economic Development of Oklahoma City and others to support economic rebuilding/recovery and resiliency work caused by the COVID-19 pandemic and other social and economic challenges that continue to be prevalent throughout Central Oklahoma.

#### **A. Support the City of Oklahoma City/Alliance for Economic Development with economic recovery programming related to COVID-19 and other related economic and social insecurity**

##### **Objectives:**

- Support the continuation of programming that provides financial and technical assistance for Oklahoma City's small business community
- The creation and implementation of an economic resiliency plan with a specific eye towards programs and policies that continue to diversify and strengthen Oklahoma City's primary job base and provides broader support for the small business and minority business community

- Support the disbursement of Federal, State and local funds to assist with economic recovery including any support that can be provided for neighborhood development/redevelopment, housing assistance, business financial assistance and job training as appropriate
- Other programming and economic recovery measurements as required

Performance Measure- Economic Recovery	FY 21/22 Target
Assist the City of Oklahoma City with programming to support business sectors impacted by the COVID-19 health crisis and long-term social and economic instability	Actively support the continued formatting, creation and implementation of economic recovery, rebuilding and resiliency programming in partnership with the City of OKC and Alliance for Economic Development
Partner with the City, Alliance and other partners with the disbursement of local, State and Federal funds designed to aid economic recovery and community resiliency	Assist the City/Alliance, others with disbursement funding as appropriate.
Other efforts as required to aid in economic recovery/revitalization	Other efforts as required

## OVERALL OUTCOMES SUMMARY

The combined efforts of the City of Oklahoma City, other public sector investments, and private sector business funding continue to create meaningful economic outputs for the Greater Oklahoma City region. In total, through public and private investment, the Greater Oklahoma City Chamber and its programs deployment over \$3 million in programming and staff time to provide economic development services to the Greater Oklahoma City region.

The following table represents the desirable top-line economic development outcomes being monitored across Chamber programs and includes 2020 actuals as well as tracks the cumulative totals of the current five year program period (includes first four years, 2016, 2017, 2018 and 2019).

## Selected Topline Performance Outcomes (One and Five Year Figures) 2016-2020



	Five Year Targets	Five Year Actuals To Date (End of Year 5 of 5 year plan)	Annual Targets	2020 Actuals
New jobs resulting from Chamber assisted projects (Existing Business Support + Recruitment)	20,000	23,914	4,000	3,866
Average salary of new jobs	15% above MSA avg. of \$47,059 (2015)	\$51,772	15% above MSA avg. of \$47,059	\$54,983
Capital investment from projects	\$2 billion	\$2.2 Billion	\$400 Million	\$307.8 Million
Increase in taxes from Chamber-assisted companies and efforts	\$110 million	\$121.3 million	\$22 million	\$11 million

**NOTE:** *Targets and Actuals are provided on a calendar year to coincide with Forward Oklahoma City V reporting. For jobs outcome measure, the overall target is an annual average of 4,000. That likely would be split between existing employer growth (est. 2,500) and new employer locations (est. 1,500). Target wages for existing employment growth is 10% above metro average and for new locations it is 15-20% above metro average (overall target wage for new jobs is 15% above average wage).*

## **BACKGROUND ON CHAMBER-CITY PARTNERSHIP**

Since 1889, the Greater Oklahoma City Chamber has played a lead role in economic development in the Greater Oklahoma City region. With both public and private sector partnerships that are envied throughout the country, the Chamber's model to both attract and grow significant economic engines, particularly aerospace, biosciences, energy and professional service operations has stood the test of time.

For more than 20 years, the City of Oklahoma City has been a vital financial partner in these efforts, taking full advantage of the synergy that exists when the public and private sectors work together for business development. This leverage of our resources, both financial and staff, creates the highest possible value for our citizens and companies.

With the City increasing their investment in economic development in 1993, the private sector followed suit in 1996 with an initiative that is a part of the Oklahoma City Economic Development Foundation and the Greater Oklahoma City Chamber called Forward Oklahoma City. Founded through four campaigns (a \$9.2 million program in 1996; a \$10.2 million program in 2001; a \$15.2 million program in 2006; and a \$16.9 million program in 2011-2015), these efforts have exponentially increased the level and quality of the business development program. The Chamber/Foundation is currently in the fifth iteration of the Forward Oklahoma City program.

Other partnerships that leverage regional resources include contracted services with Oklahoma County to protect and grow Tinker Air Force Base and the Federal Aviation Administration's presence in Oklahoma City. The Chamber also organized and manages a 10 county Greater Oklahoma City Regional Partnership that further leverage assets and regional branding throughout Central Oklahoma.

All of these efforts combined, including the significant investment by the City of Oklahoma City on an ongoing basis, support this coordinated approach to create, retain and grow jobs, investment and industries within the Greater Oklahoma City region.



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2020

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).

<b>PRODUCER</b> <b>INSURICA - Oklahoma City</b> <b>5100 N. Classen Blvd, #300</b> <b>Oklahoma City, OK 73118</b>	<b>CONTACT NAME:</b> Debbie Johns, CIC, CRM, CISR <b>PHONE (A/C, No, Ext):</b> (405) 556-2238 <b>FAX (A/C, No):</b> (405) 556-2332 <b>E-MAIL ADDRESS:</b> Debbie.Johns@INSURICA.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>INSURER B:</b> Security National Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b>  <b>The Oklahoma City Economic Development Foundation, Inc.</b> <b>123 Park Avenue</b> <b>Oklahoma City, OK 73102</b>	<b>NAIC #</b> <b>18058</b> <b>19879</b>	

## 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 INSD	SUBR 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		PHPK2187569	9/30/2020	9/30/2021	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
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		PHPK2187569	9/30/2020	9/30/2021	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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB740403	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SWC1318347	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Oklahoma City</b> <b>Office of the City Manager</b> <b>200 N. Walker - 3rd Floor</b> <b>Oklahoma City, OK 73102</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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