

**AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL
ECONOMIC DEVELOPMENT SERVICES WITH THE ALLIANCE FOR
ECONOMIC DEVELOPMENT OF OKLAHOMA CITY**

THIS AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES (“Agreement”) is made and entered into this 22nd day of June, 2021, by and between the Oklahoma City Economic Development Trust, a public trust whose sole beneficiary is the City of Oklahoma City, hereinafter referred to as (“OCEDT” or “Trust”), The City of Oklahoma City, a municipal corporation, hereinafter referred to as (“City”), and The Alliance for Economic Development of Oklahoma City, Inc., an Oklahoma not-for profit corporation, hereinafter referred to as (“The Alliance”).

WHEREAS, the Oklahoma City Economic Development Trust exists for the sole benefit of the City of Oklahoma City, a municipal corporation, and is organized and existing under the laws of the State of Oklahoma; and

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

WHEREAS, many of Oklahoma City’s economic development successes have been implemented through a series of formal and informal public-private partnerships; and

WHEREAS, the public aspect of these economic development partnerships have been implemented using the resources of several public entities and agencies; and

WHEREAS, to help ensure continued economic development success in the years to come, The Alliance was created in 2011 as a not-for profit corporation for the purposes of institutionalizing existing practices and consolidating and coordinating existing economic development functions of public agencies; and

WHEREAS, The Alliance will not exercise policy functions regarding economic development, which will remain with the City Council and the governing bodies of agencies served by The Alliance, but The Alliance will be a service provider that performs consolidated economic development functions pursuant to contracts with the policy-making bodies; and

WHEREAS, on or around April 26, 2011, OCEDT, with concurrence approval by The City and subject to annual appropriations and continued support from The City, entered into the Professional Economic Development Services Agreement (“Agreement”), for a term of five (5) years, with The Alliance to provide professional coordination, management, planning and implementation of services which include, but is not limited to the following:

- a. The City’s General Obligation-Limited Tax (GOLT) bond program and Tax Increment Finance (TIF) districts.

- b. The City's retail strategy and incentives
- c. Redevelopment programs of the City and the Oklahoma City Urban Renewal Authority (OCURA).
- d. Identification and development of job creation sites.
- e. Planning and coordination with Downtown MAPS 3 projects, particularly regarding the new convention center, anticipated convention hotel and other public-private redevelopment opportunities which can be generated by MAPS 3.
- f. Implementation of required financing mechanisms associated with the functions to be performed.
- g. Other tasks and functions delegated to The Alliance by the City Council, the governing boards of the various public entities served by The Alliance, or the City Manager/Trust Manager; and

WHEREAS, on July 5, 2016, OCEDT and The City and subject to annual appropriations and continued support from The City, entered into the Professional Economic Development Services Agreement ("Agreement"), for a term of five (5) years, with The Alliance to provide professional coordination, management, planning and implementation of services which include, but is not limited to the same list above; and

WHEREAS, The Alliance will advance economic development by:

- a. Continued institutionalization of current practices and relationships for use well into the future, and succession planning for existing personnel and professional resources.
- b. Dedication of personnel exclusively for economic development.
- c. Increased economic development efficiency and benefit to the private sector by a single point of contact for project facilitation and by the leveraging of resources from multiple sources.
- d. A project-centered approach to economic development, with success measured by the completion of projects rather than the administration of ongoing programs. The primary reason for The Alliance to administer programs will be as a means to complete projects.

WHEREAS, it is the mission of The Alliance to eliminate or reduce unnecessary duplication of management and administrative services by consolidating those services with one entity, thereby reducing costs to the public entities and to encourage, promote and/or foster economic development through various private and public collaborations designed to support, encourage and incentivize the creation of new job opportunities, and the creation of new and/or the expansion of retail, commercial, residential and industrial economic development growth opportunities within the City; and

WHEREAS, the City and Trust desire to utilize and engage The Alliance to provide professional economic development expertise, knowledge, and services; and

WHEREAS, the City, Trust, and City Manager desire to continue to utilize and engage the skills and services of the Alliance, by and through the experience and knowledge of the President/CEO to provide immediate staff related services on behalf of The City, the Trust and City Manager when requested and designated by the City Manager to provide said services as his designee; and

WHEREAS, it is within the authority granted to the City Manager under the City Charter, various public trust indentures, and the City Code for the City Manager to designate a surrogate or designee, as immediate staff to the City or Trust, to represent him or his office when providing services to The City, the Trusts and the City's various boards and commissions; and

WHEREAS, the Trust has determined that contracting with The Alliance to provide economic development services will greatly enhance governmental effectiveness and coordination with prospective entities desiring to expand or locate in Oklahoma 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 therefore, the Trust desires to exercise its legal power to contract and to enter into this Agreement with The Alliance to provide economic development professional services to the Trust and for the benefit of the City; and

WHEREAS, based on the forgoing and the continued support by The City, OCEDT desires to enter into an Amended and Restated Agreement for Professional Economic Development Services with The Alliance to provide professional services to the Trust during the term of the Agreement (July 1, 2021 through June 30, 2026) that will enhance the abilities of the Trust and City to meet their economic development and redevelopment objectives of encouraging, promoting and/or fostering economic development through the creation of new jobs, and through the creation and/or expansion of existing industrial, commercial, residential and retail opportunities in the City; and

WHEREAS, OCEDT is extensively involved in the creation and implementation of the City's development activities and projects; and

WHEREAS, OCEDT and the City are in need of certain professional services with respect to implementation, management and administration of their economic development activities and programs and for the purpose of better establishing public/private partnerships for ongoing economic development and redevelopment within Oklahoma City; and

WHEREAS, The Alliance desires to provide the Trust and City with the professional services requested herein and to provide the work products identified within the Agreement, which services and products will promote and foster economic development opportunities for Oklahoma City and will streamline and coordinate

management and administration of economic development programs currently provided by the entities associated with the Alliance.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

SECTION 1. DEFINITIONS.

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

1. “*Additional Services Fund*” means a fund established by OCEDT in an amount to be determined and approved annually as part of the determination of the Annual Professional Services Fee and may include funding for any revisions to the Scope of Work. The General/City Manager may use the fund to request Other Additional Services from The Alliance which the General Manager determines in his or her discretion would be advantageous to economic development and redevelopment projects in the City.
2. “*Agreement*” means this amended and restated professional services agreement.
3. “*Annual Professional Services Fee*” means the compensation for the services performed by The Alliance during each fiscal year during the term of this Agreement, pursuant to Section 6 herein.
4. “*City*” means The City of Oklahoma City, Oklahoma, a municipal corporation.
5. “*City Manager*” means the duly appointed City Manager of the City.
6. “*Council*” means the Mayor and City Council of the City.
7. “*The Alliance*” means The Alliance for Economic Development of Oklahoma City, Inc., assigned to perform the work required by this Agreement.
8. “*General Manager*” means the duly appointed General Manager of the Oklahoma City Economic Development Trust or his/her surrogate/designee.
9. “*Program Coordinator*” means the City staff member designated by the General Manager to coordinate the City’s and Trust’s administration of this Agreement.
10. “*Report or Reports*” means the document or documents submitted by The Alliance to the Program Coordinator on a periodic basis (“Monthly,” “Quarterly,” “Annually”) and which Reports shall describe the progress and status of the work performed by The Alliance during the referenced time period. Upon request by the General Manager or City Manager, said Reports shall address any other economic development related issues on which the General Manager, City Manager, Trustees or City Council may wish to inquire. In the event the Trustees and The Alliance

jointly agree on setting goals for certain economic development projects, the Report will address the progress made by The Alliance in meeting those goals.

11. “*Scope of Work*” means the plan of work to be accomplished under this Agreement, which is described in Attachment A attached hereto and incorporated herein by reference.
12. “*Trust*” or “*OCEDT*” means the Oklahoma City Economic Development Trust, a public trust whose sole beneficiary is The City of Oklahoma City.

SECTION 2. THE TRUST TO CONTRACT WITH THE ALLIANCE ON BEHALF OF THE CITY.

The City of Oklahoma City as the sole beneficiary of the Trust, desires that the Trust contract with The Alliance to provide the professional services and resources necessary to accomplish the Scope of Work as defined and set forth in Section 5 below. Subject to the City’s full compliance with Oklahoma law requiring annual appropriations and budgeting of funds to support any of the obligations set forth in this Agreement, the City hereby agrees that the Trust should contract with The Alliance to provide and make available the professional services and resources which include, without limitation, managerial services, administrative services, professional economic development and redevelopment services, and other contract professional services and resources needed to accomplish the Scope of Work.

The Trust, on behalf of its sole beneficiary, and subject to continued support from the City as further described herein, agrees to contract with The Alliance to provide and make available the professional services and resources which include, without limitation, managerial services, administrative services, professional economic development and redevelopment services, and other contract professional services and resources needed to accomplish the Scope of Work. Contracting with The Alliance to provide these professional services will benefit the citizens of Oklahoma City by providing greater job opportunities, better and improved residential and commercial facilities, and enhanced public services and infrastructure.

Further, the City hereby declares its intent to budget for and provide necessary funding to the Trust on an annual basis as necessary to carry out the objectives of this Agreement and in accordance with the terms of this Agreement, agrees to make available to The Alliance certain designated City staff and other administrative and professional resources to better enable The Alliance in meeting its obligations as set forth herein.

SECTION 3. 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. Unless terminated, as provided herein, this Agreement shall continue in force for a period of five (5) years beginning July 1, 2021, which shall be the primary term of the Agreement. However, this Agreement may be

renewed for additional five (5) year terms, upon terms mutually agreed upon between the parties but shall remain subject at all times to annual funding through a joint resolution approved by the Trust and City setting the Annual Professional Services Fee to be paid by the Trust for the Scope of Work to be rendered by The Alliance and setting the amount of funding for the Additional Services Fund. The Alliance shall give written notice to the General Manager of its desire and intent to renew the Agreement for each additional term at least 90 days prior to the end of the then current term.

SECTION 4. THE ALLIANCE TO PROVIDE PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES AND RESOURCES TO THE TRUST.

On behalf of itself and on behalf of its sole beneficiary, The City of Oklahoma City (a party with beneficial interest in this Agreement), the Oklahoma City Economic Development Trust engages The Alliance and The Alliance agrees to provide the professional services and resources which include, without limitation, managerial services, administrative services, professional economic development and redevelopment services, and other contract professional services and resources needed to accomplish the Scope of Work and to carry out the economic development programs undertaken or supported by the City and/or the Trust in furtherance of economic development and redevelopment within the City. It is agreed that the Board of Directors of The Alliance will not and shall not make public policy decisions regarding economic development, which decisions will remain with and shall be made by the City Council of The City of Oklahoma City, the Trustees of the Trust, and other public bodies.

The Scope of Services to be undertaken through the professional services provided by The Alliance under the terms of this Agreement is generally described in Section 5 below. It is expected that The Alliance will perform or provide all professional services, resources and/or contract professional services in accordance with the terms of this Agreement and in a manner consistent with that level of care and skill ordinarily exercised by similar entities providing such services in its industry. The Alliance and its President/CEO agree to comply with all laws applicable to any aspect of the services provided. The Alliance shall remedy any defect in the requested services promptly upon discovery or receipt of notice. The execution of this Agreement shall be considered as a representation that The Alliance and its management employees are familiar with Federal, State, and local laws, ordinances or regulations applicable to the services to be provided and which affect those engaged or employed in the carrying out the kinds of services to be provided under this Agreement.

Further, in addition to providing the program management and administrative services required by Section 5 of this Agreement, The Alliance agrees to provide and respond to all reasonable requests for Other Additional Services, as described in Section 5(C) below, when made by the General Manager, the City Manager, the City and/or the Trust.

SECTION 5. SCOPE OF WORK AND RESPONSIBILITIES OF THE ALLIANCE.

A. The professional services to be provided by The Alliance shall consist of providing the services of its designated President/Chief Executive Officer (CEO) who shall be responsible to oversee and provide management and direction to a professional staff and to secure, retain, coordinate and implement other related resources and professional services necessary for the accomplishment of the Scope of Work and the responsibilities set forth in this Agreement. The Scope of Work to be provided by The Alliance under this Agreement is delineated in Attachment A, which document may be amended from time by the parties. The professional services to be rendered by The Alliance under this Agreement also includes the timely submission of properly documented invoices, the submission of any required periodic Reports, the submittal of any other documentation (within the control of The Alliance or its President/CEO) requested by the Trust, the City, the General Manager and/or the City Manager, and the presentation of periodic updates and progress reports to the City Council and to the Trustees of OCEDT.

B. Except for the staff support and professional resources which may be provided by the City pursuant to the terms of Sections 2 and 8 of this Agreement, The Alliance shall be solely responsible and will provide all of the services, professional staff and resources necessary to fulfill its obligations under this Agreement and in the Scope of Work. The Alliance will be compensated by the Trust for providing the required professional services and resources, including any required professional contract resources necessary to accomplish the Scope of Work and other responsibilities set forth in this Agreement. The Alliance shall also provide all professional staff and resources necessary to accomplish Other Additional Services, as defined in Section 5(C) below, which are reasonably requested by the General/City Manager as authorized by this Agreement.

C. “Other Additional Services”. The General/City Manager is hereby authorized and delegated the authority to request and approve Other Additional Services from The Alliance which would be advantageous to the economic development and redevelopment projects undertaken by the City and/or Trust. The services may include special projects which the General/City Manager determines would be beneficial to the City and Trust in meeting the City’s or Trust’s economic development and redevelopment goals. Upon request by the General/City Manager, or upon a recommendation by The Alliance, The Alliance shall be responsible for preparing and submitting a general description of any proposed scope of services in addition to the scope of work to be provided, and a statement of proposed charges associated with the additional scope of work for any “Other Additional Services.” The description and statement of associated costs must be submitted to the General Manager/City Manager or Program Manager in writing for approval prior to the payment or reimbursement of such services. The General Manager/City Manager or Program Manager may request a detailed budget for the Other Additional Services. In the event the Other Additional Services will result in an increase in the amount authorized and budgeted for the Additional Services Fund on an annual basis, the General/City Manager shall submit the proposed scope of work to the Trust and/or City for approval and funding.

D. The Alliance shall be responsive to any reasonable request for information and/or documentation made by the General Manager, the City Manager, the Program Coordinator, and/or by the City and Trust related to any aspect of the professional economic development and redevelopment services and resources needed to accomplish the responsibilities of The Alliance as set forth in Sections 4 and 5, the Scope of Work, and for expanding and promoting assigned or delegated economic development and redevelopment programs in the City.

E. The parties agree that The Alliance is responsible to the General Manager, the Program Coordinator, and to the Trust for its day-to-day operations in providing the professional services and resources contracted for under this Agreement; for the accomplishment of the responsibilities set forth in this Section 5; for accomplishment of the Scope of Work; and for providing any required or requested professional contract services, periodic Reports and for attendance at any required periodic meetings. The periodic Reports shall include, but not be limited to, a financial report/statement itemizing the use or expenditure of all public funds received by The Alliance during the current fiscal year. The President/CEO of The Alliance shall submit any required Reports to the Program Coordinator for processing.

F. Presentations to City Council and Trust. The Alliance, by and through its President/CEO, will be required to make presentations on at least a quarterly basis to the Trust and at other times to the Trust and/or City Council upon request by the General Manager.

G. Annual Request for Compensation and Proposed Scope of Services. On or before February 15th of each fiscal year this Agreement is in effect, The Alliance shall deliver to the General Manager of the Trust a proposed preliminary budget for performing the Scope of Services, including the amount of Annual Professional Services Fee requested, and a Scope of Work proposed as the professional services and resources to be performed during the fiscal year. The General Manager and Alliance President shall meet and confer as to the request, including an amount, if any, to be placed in the Additional Services Fund for Other Additional Services. The agreed upon request will be presented to the Trust and Council in accordance Section 6(B).

H. The Alliance will also provide a list of its current Board members to the Program Coordinator on an annual basis or when any change to the membership is made.

I. Performance of Staff and Professional Assignments by the President of The Alliance. Upon request by The City, the Trust, or the City/General Manager, The Alliance agrees that its President/CEO shall undertake and provide immediate staff related assignments directly on behalf of The City, the Trust and when delegated or assigned by the City/General Manager, to be the City/General Manager's delegated or designated immediate staff representative in projects related to economic and community development projects, including, but not in any manner limited to, the City's MAPS Projects. Said staff and administrative services shall be under the direction of the City Manager and include, when requested by the City/General Manager, providing staff related services to the City's

boards and commissions. Said staff related and support services of Catherine O'Connor shall be provided without additional compensation (other than the compensation provided for in Sections 5 and 6 of this Agreement). It is anticipated and acknowledged that Ms. O'Connor will represent The City and Trust as the City Manager's designee and staff representative in the procurement of property for economic development and MAPS projects. While providing the requested immediate staff and support services to the City, or the Trust, or the City Manager, it is expected that Ms. O'Connor will serve as the City Manager's designated immediate staff support or designee in meetings with the City Council, the Trust, other related public trust, and the City's various boards and commissions.

SECTION 6. COMPENSATION AND PAYMENT FOR SERVICES RENDERED.

A. As more specifically set forth below, the Trust shall pay to The Alliance an Annual Professional Services Fee. For purposes of this Agreement the fiscal year shall be the period starting on July 1 and ending on June 30 of the subsequent calendar year. During the first fiscal year of this Agreement (beginning on July 1, 2021), The Alliance shall receive as compensation (the Annual Professional Services Fee) for the professional services to be rendered under the terms of this Agreement, the amount of Five Hundred Thirty-five Thousand Dollars (\$535,000). This amount is to be paid out in equal monthly installments, subject to properly submitted invoices from The Alliance. In addition thereto, the amount of funding for Other Additional Services for the July 1, 2021 – June 30, 2022 Fiscal Year shall be \$115,000 which amount shall be placed in the Additional Services Fund of OCEDT.

B. For each subsequent Fiscal Year during the Term of this Agreement, the Annual Professional Services Fee and the amount authorized and budgeted in the Additional Services Fund for "Other Additional Services" shall be set and established annually by a Joint Resolution of OCEDT and The City. In setting and establishing the amount of the Annual Professional Management Fee and the amount to be transferred into the Additional Services Fund to be paid by OCEDT, The City and OCEDT may consider the recommendation of the General Manager, or such other information as provided by The Alliance or City management. During each subsequent fiscal year, the President/CEO of The Alliance shall submit a monthly invoice and/or an invoice for Additional Services to the Program Coordinator for payment processing. The invoice submitted shall meet City/Trust requirements for claims by contractors as set forth in the Oklahoma City Municipal Code, 2020, § 2-801. The Program Coordinator shall forthwith review any 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 Alliance's work. The Program Coordinator shall complete his or her review of the invoice within five business days of the submission and, if found to be satisfactory, shall process the invoice for payment. If the Program Coordinator reasonably finds that the invoice is not satisfactory, he or she may withhold such invoice until any deficiencies have been corrected by The Alliance. The Trust is expected to process payment of the claim within ten business days. If for any reason the processing and payment of the invoice is delayed, the Program Coordinator shall promptly notify the President/CEO as to the

reasons for the delay. Any monies remaining in the Additional Services Fund after the end of the fiscal year shall be returned to the City or Trust fund from which it originated.

C. The Alliance will be responsible for all expenses and costs associated with the operations of The Alliance except those matters which the City or OCEDT has specifically agreed to be responsible for pursuant to this Agreement. Except as may otherwise be provided in this Agreement, all revenue generated by The Alliance, if any, shall be retained by the Alliance consistent with The Alliance's not-for-profit status and with its mission of supporting economic development and redevelopment in Oklahoma City.

D. Effective for the fiscal year beginning July 1, 2021, the President/CEO of The Alliance and the Program Coordinator and/or General Manager (and as needed the Chairman of The Alliance and the Chairman of the Trust) shall meet as necessary to determine a proposed budget and the Annual Professional Service Fee to be paid to The Alliance during the next succeeding fiscal year. To initiate this process and to meet the requirements of Section 8 below, The Alliance is expected to submit a budget proposal, anticipated and recommended revisions to the Scope of Work (if any) to the Program Coordinator for the subsequent Fiscal Year no later than February 15th of each year. The Program Coordinator will provide the proposed budget and proposed revisions to the Scope of Work to the General/City Manager and to the Chairman of the Trust and will facilitate meetings needed to agree upon a budget, the Annual Professional Services Fee, the funding for the Additional Services Fund and any revisions to the Scope of Work. The goal of the meetings is to reach an agreement on a budget, funding amounts, and any revisions to the scope of work in a timely manner so that a proposal can be presented to the Trust and City during their annual budget determination and adoption process. It is expected that a proposed budget shall be prepared and ready to submit to the Trust on or before April 15th of each year.

E. The Alliance understands and agrees that some or all portions of the funds used to pay for the professional services and Scope of Work required under this Agreement may be subject to annual appropriation and budgeting by The City of Oklahoma City and the Trust as required by Oklahoma law. The Alliance understands and acknowledges that any City controlled funds to be transferred to and used by the Trust to meet its obligations hereunder may be limited to appropriation of funds within the City's General Fund which may be transferred to the Trust for use in making payment to The Alliance. In the event that the City is unable or fails to appropriate, budget or transfer funds to the Trust to meet its obligations hereunder, the Trust shall notify The Alliance and may exercise its right to terminate this Agreement in accordance with the terms of Section 20 below.

F. OCEDT reserves the right to direct that all or a portion of the payment for Other Additional Services provided under the terms of Section 5(C) above be withheld in the event The Alliance fails to perform the services as required by this Agreement or by direction of the General Manager. In such event the General Manager or OCEDT agrees to notify The Alliance at least 10 days prior to such action and The Alliance will be provided the opportunity to correct any such failure.

SECTION 7. OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST.

A. In addition to other obligations contained in this Agreement, the Trust shall periodically review the progress and performance of The Alliance in accomplishing the objectives set forth in the Scope of Work, and by and through its General Manager and Chairman, shall meet with The Alliance and/or its President/CEO to discuss progress and revisions to the Scope of Work. The Trust shall receive and review Reports and any other issues or topics relevant to the accomplishment of the objectives set forth in this Agreement or any attachment or amendment thereto. The Trust, by and through its General Manager and/or Chairman shall meet with The Alliance and/or its President/CEO to establish the Annual Professional Service Fee and the Additional Services Fund for the next fiscal year period. These meetings should take place in a timely manner to allow the recommended funding levels to be included in the City's and the Trust's annual fiscal year budgets.

SECTION 8. STAFF AND PROFESSIONAL RESOURCES TO BE PROVIDED BY THE CITY.

A. The City, by and through the City Manager in the due course of his duties as City Manager and as authorized by this Section, and subject to annual appropriation and budgeting requirements, the Charter of The City of Oklahoma City, and any other applicable laws, statutes or ordinances, agrees to make available (and pay all associated employment related costs) certain designated City employees to support the economic development and redevelopment services provided to the Trust and City by The Alliance under the terms of this Agreement. All costs associated with the staff and support personnel, and any costs associated with other professional services provided by or through the Trust or City will be considered a component of the Annual Professional Services Fee. The employment related cost associated with employees provided or made available by the City will be the sole responsibility of the City.

Nothing herein is intended to prohibit The Alliance from assuming responsibility for providing the staff and professional support necessary to provide the professional services and resources required to fulfill its obligations in regard to the Scope of Work. However, if at any time The Alliance decides to hire its own employee(s) to do the work performed by a provided City employee under this Section, The Alliance agrees to provide a minimum of 60 days written notice to the City and Trust by and through the Program Coordinator. In the event the notice from the Alliance includes a requested adjustment to the Annual Professional Service Fee the General/City Manager, the Chairman of the Trust, the President/CEO of the Alliance, and representatives from The Alliance will meet to discuss and make recommendations to the parties as to any adjustments needed to account for the increased operational costs to The Alliance in relation to its hiring of its own employees. There is no obligation on the parties to reach an agreement as to any such adjustment.

B. Employees Provided by the City. For the past several years, the City and the Trust, by and through an economic development team assembled by the City

Manager, has been responsible for day to day administration and operations of the City's and the Trust's economic development programs and objectives. As a result, certain employees of The City have developed significant and useful experience, particularly in regard to economic development and redevelopment services beneficial to the City, the Trust and the community. The parties recognize and agree that continued use of these specialized City employees will be beneficial to all parties and to the general public. Therefore, the City agrees that the City Manager and/or the Municipal Counselor, on behalf of the City, shall assign certain employees and/or certain designated positions or service level employees, as listed on Attachment B hereto, to work with The Alliance in the performance of this Agreement ("City-Provided Employees"). At the sole discretion of the City Manager and/or Municipal Counselor, the City-Provided Employees may be assigned either on a full time or part-time basis, or on a project to project basis. The City-Provided Employees may be assigned to work at the offices of The Alliance or at their regular city offices. As directed by the City Manager or the Municipal Counselor, the City-Provided Employees are to perform tasks for and work with The Alliance and may be given work assignments, goals, and objectives from the President/CEO of The Alliance, or his or her designee, for the purposes of carrying out The Alliance's obligations under this Agreement. However, the City-Provided Employees shall at all times be considered solely City employees and shall report to assigned City supervisors. The City-Provided Employees will remain on the City payroll, and retain all other benefits of City employment. The City-Provided Employees shall in no way be considered employees of The Alliance. The Alliance agrees that City-Provided Employees will be subject to the City Charter, the City's personnel policies and procedures, ordinances, and applicable collective bargaining agreements. City-Provided Employees will not be subject to any employment or personnel policy of The Alliance that is different from or in addition to the City's policies. As provided in the City Charter, the City Manager (or the Municipal Counselor in regard to assigned Assistant Municipal Counselors) shall at all times have ultimate charge, control and supervision of City-Provided Employees.

Although it is expected that any performance or disciplinary matters involving City-Provided Employees will be handled through the City's personnel policies and procedures, The Alliance, by and through its President/CEO, or his or her designee, may meet with the City Manager, Municipal Counselor, or the City's designated supervisor to discuss any disciplinary or performance issues regarding the City-Provided Employee. While the President/CEO or his or her designee is expected to work through the City-Provided Employee's chain of command to address performance issues, the President/CEO shall have the right to meet with the City Manager, or his or her designee, (or the Municipal Counselor in regard to assigned Assistant Municipal Counselors) to discuss and, if deemed necessary, request the removal and/or replacement of any City-Provided Employee. In such situations the President/CEO is expected to demonstrate in good faith that the particular City-Provided Employee has been conducting himself or herself in a manner that is in opposition to the City's policies or is detrimental to the operations and management of The Alliance, or that the employee's performance is not otherwise performed in a business-like manner. The City Manager or Municipal Counselor will have a reasonable period of time to investigate and respond to the President/CEO, or may otherwise take appropriate action to remedy the conduct in question, within the full parameters of the

City's personnel policies and procedures, and any applicable collective bargaining agreement. If said employee is removed from The Alliance's worksite, the City will have a reasonable period of time within which to replace said employee. Consistent with the City Charter, the City's personnel policies and procedures, and/or any collective bargaining agreement, The City, by and through the City Manager or Municipal Counselor, as appropriate, reserves and retains the right to reassign, replace or discipline any City-Provided Employee at any time, without the consent of The Alliance or the President/CEO. The Alliance shall be excused from any performance impact caused by any such action until a replacement is made by the City.

C. Employees of The Alliance. It is the purpose and intent of this Agreement for The Alliance to independently provide certain professional services required under this Agreement. As further prescribed in Section 14 below, The Alliance shall at all times be an independent contractor and all employees, agents, contractors, subcontractors or consultants of The Alliance, whether paid or unpaid, shall work under the direct and total control of The Alliance or its President/CEO. Neither The Alliance, its employees, contractors, nor consultants shall at any time be considered employees of the City or OCEDT and at no time shall the City or OCEDT be responsible in any manner for the employees, contractors, agents, or consultants of The Alliance. However, the parties recognize that in order for The Alliance to carry out the administrative functions necessary to meet its obligations and requirements under this Agreement, The Alliance may from time to time assign The Alliance employees to work under the general direction and supervision of City-Provided Employees. In all such situations, the City-Provided Employee will be working under the general direction of the President/CEO of The Alliance and the assigned Alliance employee(s) shall be considered exclusively under the employment of The Alliance. At no time shall the City-Provided Employee be allowed or required to terminate or discipline an employee of The Alliance without the express direction and approval of the President/CEO.

SECTION 9. APPROPRIATION REQUIREMENTS.

All or a portion of the payments promised hereunder by the Trust may be funded by monies to be received from the City from fiscal year to fiscal year, or may be funded from proceeds received from various financing options available to the Trust. Funds to be received from the City will be subject to annual appropriation and encumbrances of revenues received by the City, as mandated by Okla. Const. Art. 10, § 26, and the Oklahoma Municipal Budget Act, 11 O.S. §§ 17-201, *et seq.* However, it is agreed and recognized among the parties to this Agreement that under no circumstances does or shall the City incur any financial obligation to The Alliance under this Agreement. The City is simply a beneficiary of OCEDT, and OCEDT remains solely responsible for payment of all financial obligations made hereunder. In the event OCEDT is unable to obtain funds from the City for any subsequent fiscal year to fund this Agreement, and other Trust funds are not available, either the Trust or The Alliance may terminate this Agreement.

The City agrees, subject to annual budgeting and appropriation requirements, to timely transfer any approved funding to the Trust in a lawful manner and in accordance

with the City's adopted ordinances, policies and procedures. The Trust agrees that any funds transferred by the City to the Trust to fund the professional services and resources, and the Scope of Work to be performed by The Alliance will be used solely for those purposes and for no other purposes.

SECTION 10. COOPERATION BY THE ALLIANCE IN REGARD TO FINANCING OPTIONS AVAILABLE TO THE CITY AND/OR OCEDT.

OCEDT and/or The City may desire to finance or fund the financial obligations required under this Agreement with the proceeds from the issuance of bonds, or other financing instruments, including, but not limited to, bonds authorized by Article 10, § 35 of the Oklahoma Constitution and 62 O.S. § 801, *et seq.* In the event OCEDT and/or The City decide to finance the obligations contemplated by this Agreement through the issuance of bonds or other financing instruments, The Alliance agrees to cooperate and assist the OCEDT/City in any reasonable manner, which includes the submission of documentation or other support required to qualify this Agreement for funding or financing under any financing mechanisms available to OCEDT or City under the laws of the State of Oklahoma.

SECTION 11. RECORDS-AUDIT.

A. The Alliance, at its expense, agrees to cause its financial statements to be audited on an annual basis by an auditing firm selected by The Alliance, subject to approval by the General/City Manager, which approval shall not be unreasonably withheld, and to provide three copies of the audited financial statements to the Program Coordinator. The audit report shall contain an opinion expressed by the auditor concerning the fair representation, in all material respects, of the financial position of The Alliance and the accuracy of the financial records maintained by The Alliance. The audit shall include a statement prepared in accordance with generally accepted accounting principles by a certified public accountant reporting whether any payments made by The Alliance on behalf of the Trust or City during the audit period were made in compliance with the Agreement.

B. The Alliance shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of The Alliances expenditures and revenues associated with any funding provided by the Trust or City; and OCEDT or City shall have the right, at any reasonable time, to inspect and audit those records by authorized representative of its own or of any public accounting firm selected by it. (*See Subsection C below*). The records to be thus maintained and retained by The Alliance shall include (without limitation): (a) payroll records; (b) invoices for purchases, receiving and issuing documents, and other unit inventory records for The Alliance's supplies, equipment, stocks or capital items; and (c) paid invoices and bank statements showing payment for materials and services (including professional services) purchased and for subcontractors' and any other third parties' charges.

C. The Trust's authorized representatives, including the City Auditor or any independent auditor selected by the Trust, shall have the right to interview any current or former employee of The Alliance and shall have unrestricted access to inspect The Alliance's books and records and any and all information, materials and data of any kind and character that may in the judgment of the Trust's authorized representative reasonably relate to, any matters, rights, duties or obligations under this Agreement, during reasonable business hours to the extent necessary to adequately permit evaluation and verification of The Alliance's compliance with the terms of the Agreement. Any such inspection and other actions shall be conducted in a manner and time and place to not unreasonably interfere with the Alliance's business and activities. All proprietary, non-public information of The Alliance will be kept confidential and no copies of The Alliance's books, records, information, materials or data shall be made available without the Alliance's prior written consent. The Trust's authorized representative shall be provided adequate and appropriate work space in order to conduct audits in accordance with this section. The Trust's right to such an audit of any fiscal year shall expire five (5) years after the end of the fiscal year, or longer, if required by law, but may not be conducted more often than once every fiscal year without just cause.

SECTION 12. 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 and funded by the Trust. Any amendments to this Agreement to increase payments to The Alliance 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 and concurrence by the City Council. Amendments to this agreement which impact the Scope of Work must be approved by all parties prior to initiation of such work. *See Section 27 regarding Amendments to this Agreement.*

SECTION 13. DISCLOSURE OF DOCUMENTS.

The parties recognize that a purpose of this Agreement is to allow Oklahoma City to participate in the most effective manner possible in the national and international competition for local economic development and job creation, with the further recognition that premature disclosure of economic development prospects may lead to the elimination of Oklahoma City from economic development competitions. It is further acknowledged that The Alliance will not make public policy decisions regarding economic development, but that the Oklahoma City Council, the trustees of the Trust and other public bodies will make such public policy decisions and that documents and records coming into the possession of these public bodies, or their employees or representatives will be subject to public inspection. It is also recognized that the citizens of Oklahoma City have a legitimate interest in having the opportunity to inspect documents associated with economic development.

In an effort to give balance to these factors, the parties agree as follows:

A. Certain professional services to be rendered by The Alliance in fulfilling the Scope of Work have previously been performed by City employees. All documents and records that come into the possession of City employees, including those assigned to assist The Alliance, shall be available for public inspection to the extent required by the Oklahoma Open Records Act.

B. All documents and records of The Alliance directly related to Scope of Work shall be available for public inspection, except as otherwise provided by this Section.

C. All final studies or reports procured by The Alliance shall be subject to public inspection regardless of the funding source. Any preliminary or interim study or report received by The Alliance or any of its employees or agents, funded directly or indirectly with public funds received from the City or any public trust or entity, shall be subject to public inspection if the study or report is abandoned or terminated for any reason.

D. The Alliance shall not be obligated to make available for public inspection the following:

- (i) Business plans, feasibility studies, financing proposals, marketing plans, financial statements or trade secrets submitted by a person or entity seeking economic advice, business development or customized training from The Alliance. However, those documents may not be kept confidential when and to the extent the person or entity submitting the information consents to disclosure.
- (ii) Proprietary information of the business submitted to The Alliance for the purpose of business development or customized training, and related confidentiality agreements detailing the information or records designated as confidential.
- (iii) Except as provided in Subsection (C) above, preliminary and working drafts of documents and records.
- (iv) Documents and records that disclose a prospective economic development prospect or location and related financial data and other information in the possession of The Alliance for the purpose of evaluating and advancing an economic development prospect. Documents and records exempt from public disclosure by this Subsection (iv) shall nonetheless be made available for public inspection one year after the work of The Alliance terminates with respect to an economic development prospect.
- (v) Those materials that would not be subject the Oklahoma Open Records Act if The Alliance were a governmental entity subject to the Oklahoma Open Records Act.

E. The receipt of any request by the City Clerk or Secretary of the Trust for public inspection of documents in the possession of The Alliance shall be promptly forwarded to The Alliance, which shall respond to such request in a timely manner.

F. Nothing herein is intended to alter or impact otherwise legally required compliance with the Oklahoma Open Records Act by any person or entity.

SECTION 14. THE ALLIANCE IS AN INDEPENDENT CONTRACTOR.

The Alliance is acting as an independent contractor of the Trust and the employees, agents and consultants of The Alliance are not employees of the City or the Trust. The Alliance 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. It is also expressly understood that no employer/employee relationship is created by this Agreement nor does it cause The Alliance, or any of its employees or agents to be an officer or official of OCEDT or the City. By executing this Agreement, each party hereto certifies that its performance will not constitute or establish a violation of any statutory or common law principal pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by any party.

SECTION 15. BEST EFFORTS.

The Alliance agrees to devote its best efforts and resources to the Trust's and City's interests and to endeavor in every way to successfully carryout the administrative and management responsibilities contracted for under this Agreement and to promote the economic development plans and programs approved by the City and Trust.

SECTION 16. ASSIGNMENT AND MANAGEMENT SUBCONTRACTS.

The fact that The Alliance is an alliance of private and public entities joined together to foster and promote economic development within Oklahoma City through public and private partnerships, and the fact that The Alliance is dedicated to staffing and employing qualified economic development personnel to carry out the administrative and management responsibilities is of particular concern to the community, the City, and the Trust. In this light, The Alliance recognizes that it is because of such qualifications and identity that the Trust is entering into this Agreement, and, in so doing, is further willing to accept and rely on the obligations of The Alliance for the faithful performance of all undertakings and covenants hereby undertaken, without requiring a surety bond or similar undertaking for its obligations and covenants in this Agreement. Therefore, The Alliance agrees not to assign or otherwise transfer this Agreement or the rights, duties, or obligations herein contained without prior written approval of the Trust and concurrence by the City.

The Alliance will have the right to contract with one or more third parties from time to time for the services to be provided under this Agreement which are necessary or appropriate. The Alliance agrees to require all of its contractors, subcontractors, or

consultants working on any aspect of this Agreement to provide services at the same standard of reasonable care, skill, diligence and professional competence required of The Alliance. Upon request, The Alliance agrees to provide the General/City Manager with the names of The Alliance's contractors and consultants that The Alliance has engaged to perform any of the services related to this Agreement. If such services are directly funded by the Trust under the terms of this Agreement, the Trust reserves the right for the General/City Manager to meet with the President/CEO of The Alliance to discuss the status and continued need of such contractor or consultant.

SECTION 17. CERTIFICATE OF NONDISCRIMINATION.

In connection with the performance of work and services under this Agreement, The Alliance 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 18. 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

with copies to:

City Clerk/Secretary
The City Oklahoma City
200 N. Walker, 2nd Floor
Oklahoma City, OK 73102

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

- B. 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

with copies to:

City Clerk

The City Oklahoma City
200 N. Walker, 2nd Floor
Oklahoma City, OK 73102

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

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

Chairman of the Board
The Alliance for Economic Development of Oklahoma City, Inc.
105 N. Hudson, Suite 101
Oklahoma City, OK 73102

or to such other official addresses as The Alliance may from time to time specify in writing.

SECTION 19. PROHIBITION AGAINST CONTINGENT FEES.

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

SECTION 20. TERMINATION/CANCELLATION.

A. The Trust may cancel or terminate this Agreement, or any portion of this Agreement, with or without cause, upon written notice to The Alliance. If termination is for cause, which shall include any impropriety, default, or breach of contract on the part of The Alliance or its President/CEO, then the Trust shall provide thirty (30) days written notice of such termination. If the termination 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 Alliance or its President/CEO, then the Trust shall provide ninety (90) days written notice of cancellation. Such notice shall be deemed received by The Alliance when deposited in the United States certified mail, with proper address and sufficient postage thereon.

B. The Alliance may cancel or terminate this Agreement, or any portion of this Agreement, with or without cause, upon written notice to the Trust. If said termination is for cause, which shall include any impropriety, default, or breach of contract on the part of the Trust or City, then The Alliance shall provide thirty (30) days written notice of said termination. If the termination is without cause and is for the convenience of The Alliance and not for any impropriety, default or breach of contract on the part of the Trust or City, then The Alliance shall provide 120 days written notice of said cancellation. This notice

period is required to allow the City and/or Trust to secure and provide for replacement of the professional services provided under this Agreement. 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 or termination, 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 Alliance shall be paid to The Alliance by the Trust.

SECTION 21. VENUE AND COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE LAW.

A. The parties 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 22. IMMIGRATION COMPLIANCE.

If at any time during the term of this Agreement, The City or Trust, in their sole discretion, determines that the parties to this Agreement must comply with the provisions of the “Oklahoma Taxpayer and Citizen Protection Act of 2007,” (Act) codified in part at 25 O.S. §§ 1312 and 1313 or any other such implemented legislation, The Alliance agrees that it will complete and submit to the Trust an Immigration Affidavit, on a form submitted by Trust, stating that The Alliance has registered with and will participate in the Status Verification System, as defined in the Act, to verify the work eligibility status of all new employees hired on or after January 1, 2011 to perform services on this agreement within the State of Oklahoma. The Alliance agrees that it will timely complete and submit the Immigration Affidavit to Trust. The Alliance’s failure to timely complete and tender the Immigration Affidavit will be a basis for termination of the Agreement.

The Alliance’s statement in any Immigration Affidavit submitted pursuant to this section will be deemed to be incorporated into this Agreement and will be deemed to be material to the Agreement. Any intentional or material misrepresentation by The Alliance in the Immigration Affidavit, or failure during the term of this Agreement to comply with the Status Verification requirements, will be deemed to be a material breach of the Agreement for which the Trust, in its discretion, may withhold payments, and/or recover losses, expenses, and damages, and/or cancel, suspend or terminate the Agreement without liability upon the Trust for any losses, expenses, or damages incurred by The Alliance, and will remain suspended, canceled or terminated until such time that said misrepresentation, or failure to comply, is corrected and compliance by The Alliance is obtained and reinstatement approved by the Trust.

The Trustees of OCEDT and the City Council agree and consent that administration and compliance enforcement of this provision is hereby delegated to the Program Coordinator.

SECTION 23. **DEFEND, INDEMNIFY AND SAVE HARMLESS.**

To the fullest extent permitted by law, The Alliance agrees to release, defend, indemnify and save harmless the Trust and The City and their 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 Alliance'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 Alliance 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 Alliance, at its expense, shall assume the defense of the City and/or Trust with counsel satisfactory to the City and/or Trust. This section shall survive the expiration of this Agreement. Provided, however, The Alliance need not release, defend, indemnify or save harmless the Trust, City, or their officers, agents and employees, from damages or injuries resulting from the negligence of the Trust or City, their 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 24. **FORCE MAJEURE.**

Failure in performance by any party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war; insurrection; strikes; lock outs; riots; floods; earthquakes; fires, acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond the control, and without the fault, of the party claiming an extension of time to perform.

SECTION 25. **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.

B. During the term of this Agreement, The Alliance 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 the City are named an additional insured as to the operations of The Alliance 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/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 Trust/City 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 (30) days prior written notice by registered or certified mail shall be given to the Trust or 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 Alliance 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 or City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, The Alliance hereby agrees to promptly authorize and have delivered to the Trust or City such statement. The Alliance authorizes the Trust or City to confirm all information so furnished as to The Alliance's compliance with its insurance requirements with the Alliance's insurance agents, brokers, surety, and insurance carriers. All insurance coverage of The Alliance shall be primary to any insurance or self-insurance program carried by the Trust or 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 Alliance 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 Alliance. The Alliance alone shall be responsible for the sufficiency of its own insurance program. Should The Alliance have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, The Alliance should seek professional assistance.

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

1. Worker's Compensation. The Alliance 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 Alliance shall maintain during the term of this Agreement sufficient commercial general liability Insurance to protect The Alliance 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 Alliance 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. Automobile liability insurance shall be maintained by The Alliance 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
Bodily injury and property damage liability	\$1,000,000.00 Combined single limit each accident

or

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 or terminate this Agreement for nonperformance.

SECTION 26. **ENTIRE AGREEMENT.**

The work and services to be provided by The Alliance 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 27. **AMENDMENT.**

This Agreement supersedes all prior contracts and understandings and may only be modified by written amendment executed by The Alliance, the City and the Trust.

SECTION 28. **AUTHORITY.**

OCEDT, City and The Alliance, by execution of this Agreement, do hereby warrant and represent to each other that they are duly organized and validly existing entities, are qualified to do business in the State of Oklahoma, have full right, power and authority to enter into this Agreement, and that each person signing on behalf of OCEDT, City and The Alliance is authorized to do so.

SECTION 29. **TRUST OR CITY REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

No member, official, or employee of the Trust or the City shall be personally liable to The Alliance or any of its employees or agents, in the event of any default or breach by the Trust or City for any amount which may become due to The Alliance on any obligations under the terms of the Agreement.

SECTION 30. **NON-WAIVER.**

The failure of any party, at any time hereafter, to require strict performance by any other party of any provision of this Agreement will not constitute a waiver or affect or diminish any right of any party thereafter and demands strict compliance and performance therewith. Any suspension or waiver by the party of a default of any occasion under this Agreement will not suspend, constitute a waiver of affect any other default by the other party.

SECTION 31. **COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall, for all purposes of this Agreement, be deemed an original, but allow which shall constitute one and the same agreement.

SECTION 32. **REMEDIES CUMULATIVE.**

No remedy conferred under this Agreement shall be exclusive of any other remedy, and each remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement or now or hereafter existing at law, in equity, by statute or otherwise. The elector of any one or more remedies by a party hereto shall not be deemed, and shall not constitute, a waiver of that party's right to pursue any other available remedy or remedies.

SECTION 33. **SEVERABILITY.**

This Agreement shall be deemed to consist of a series of separate covenants. The City, OCEDT and The Alliance each believe that the covenants in this Agreement are reasonable, valid and enforceable. However, should a determination nonetheless be made by a court of competent jurisdiction at a later date that any covenant on the part of OCEDT or the City violates any law, it is the intention and the agreement of OCEDT, the City and The Alliance that this Agreement shall be construed by the court in such a manner as to impose only those obligations on OCEDT or the City which are permitted by law. If, in any judicial proceeding, a court shall refuse to enforce all of the separate covenants including herein because such covenants extend beyond that permitted by law, then those covenants which, if eliminated, would permit the remaining separate covenants to be enforced in such proceedings shall, for the purpose of such proceeding, be deemed eliminated from this Agreement. If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement, and this Agreement shall continue in force to the fullest extent permitted by law; *provided*, however, in such event, The Alliance will have the option to terminate this Agreement.

SECTION 34. **CAPTIONS.**

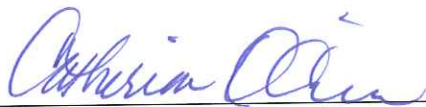
The captions provided herein, above each section, shall not in any way limit, restrict, affect, or define the meaning of the section.

[The remainder of this page intentionally left blank. Signature pages to follow.]

[Signature Page for The Alliance for Economic Development of Oklahoma City, Inc.]

IN WITNESS WHEREOF, The Alliance for Economic Development of Oklahoma City, Inc., adopts and approves this Agreement this _____ day of _____, 2021.

THE ALLIANCE FOR ECONOMIC DEVELOPMENT
OF OKLAHOMA CITY, INC.



Catherine O'Connor, President

ATTEST:

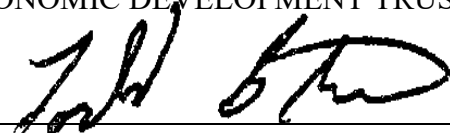
Secretary

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[Signature Page for Oklahoma City Economic Development Trust]

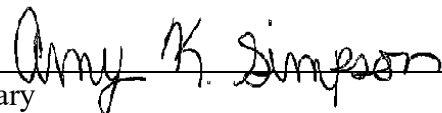
IN WITNESS WHEREOF, the Oklahoma City Economic Development Trust
adopts and approves this Agreement this 22nd day of June, 2021.

OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST



CHAIRMAN

ATTEST:



Secretary



REVIEWED as to form and legality.



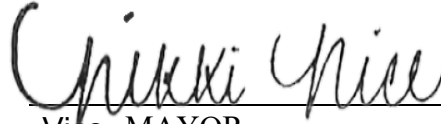
Assistant Municipal Counselor

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[Signature Page for The City of Oklahoma City]

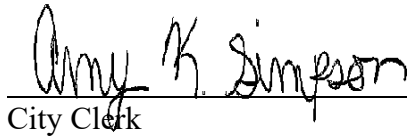
IN WITNESS WHEREOF, The City of Oklahoma City adopts and approves this Agreement this 6th day of July, 2021.

THE CITY OF OKLAHOMA CITY



Vice MAYOR

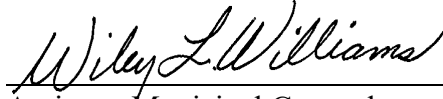
ATTEST:



City Clerk



REVIEWED as to form and legality.



Assistant Municipal Counselor

Attachment A Scope of Work

Attachment B
City Provided Employees

As required by Section 8 of the Agreement for Professional Services with the Alliance for Economic Development of Oklahoma City, the following listed employees or positions are being designated by the City Manager and the Municipal Counselor as the “City Provided Employees” to work with The Alliance for Economic Development of Oklahoma City during the 2021-2022 fiscal year.

Employees Designated by the City Manager:

1. Brent Bryant, Finance Director
2. Joanna McSpadden, Economic Development Program Manager
3. Lacy Kelly, Trust Specialist

Employees Designated by the Municipal Counselor:

1. Wiley Williams, Deputy Municipal Counselor
2. Jerod Beatty, Assistant Municipal Counselor

For purposes of Land Use/Condemnation:

1. Wiley Williams, Deputy Municipal Counselor
2. Dan Brummitt, Assistant Municipal Counselor
3. Susan Randall, Assistant Municipal Counselor

ATTACHMENT A

FISCAL YEAR 2021-2022

The Alliance for Economic Development of Oklahoma City

The Oklahoma City Economic Development Trust (“Trust”), with the participation of The City of Oklahoma City (“City”), is retaining The Alliance for Economic Development of Oklahoma City (“The Alliance”) to provide professional services and resources which include, without limitation, managerial services, administrative services, professional economic development and redevelopment services, and other contract professional services and resources needed to accomplish the Scope of Work as set forth below, and to serve as the contact entity for certain designated and described economic development services and activities, which will serve the general public and participating public entities by reducing duplication of efforts and services and by providing a centralized point of contact for potential economic development and redevelopment activity in Oklahoma City.

The Alliance for Economic Development of Oklahoma City has been established out of recognition of the importance of creating a centralized or single point of contact among the various public entities and private interest engaged in economic development within Oklahoma City. This centralization reduces unnecessary duplication of services, eliminates confusion to potential developers, and consolidates available financial and professional resources, which will bring greater efficiency to economic development and redevelopment efforts in Oklahoma City. It is deemed advantageous to the Trust and the City, and other public entities, that The Alliance for Economic Development of Oklahoma City serves to be the officially designated Lead Administrative Entity to coordinate, initiate, and implement economic development and redevelopment efforts that may require public participation through available economic development tools or incentives from the participating public entities.

SCOPE OF WORK

The Alliance serves as the Lead Administrative Entity for coordination, initiation and implementation of economic development or redevelopment projects that require assistance from the public sector. The projects and developments to be undertaken by the Alliance in its capacity as the Lead Administrative Entity may include, without any limitations, the following:

1. Implementation of the MAPS Program projects.
 - A. Engage in the planning, implementation and coordination of efforts and programs, including the development of available financing options, and acquisition of property for purposes of private development. The services may require engaging qualified consultants to provide studies and analysis of possible public-private investment opportunities. Investigate and develop possible public and private funding sources for projects that may require

economic development incentives in order to encourage private development and redevelopment that would not otherwise be possible without incentives.

- B. Provide consultation services for land use planning and private investment strategies for private development in the vicinity of Downtown, Core to Shore and other MAPS Program areas.
 - C. Participate as requested in the planning and development of the MAPS 3 projects. Assist with the evaluation of infrastructure needed to support development plans. The Alliance will also evaluate methods to leverage development along the streetcar route through Transit Oriented Development Strategies. Other projects include those that impact private investment and economic development.
 - D. Participate in the planning and development of the Innovation District, Affordable Housing, Homelessness and the Clara Luper Civil Rights Center MAPS 4 projects. Coordinate any other MAPS 4 projects as requested by the City. Evaluate methods to leverage other private investment to support MAPS 4 projects.
2. Innovation District Economic Development, Land Use and Placemaking Initiatives.
- A. Participate in the implementation of the Innovation District Land Use Plan working with the Innovation District.
3. Economic Development Incentive Policies.
- A. Provide administration services for all of the City's economic development policies. Provide periodic review of economic development policies and make recommendations to the City and Trust as to possible revisions to policy.
 - B. Implementation of the Community Economic Resiliency Plan.

Ernst & Young has been retained to provide recommendations to support the development of an economic resiliency and recovery plan for the City of Oklahoma City. After all recommendations are received, The Alliance will work to implement the plan.
 - C. Tax Increment Financing (TIF).

The City and Trust recognize consolidation and centralization of economic development activities is crucial to the overall economic development successes and will benefit the TIF Districts. Therefore, the Scope of Work includes the obligation to provide professional executive leadership to coordinate, implement and oversee economic development activities within the TIF Districts and to assist those responsible entities in the management and administration of the TIF Districts.
- The duties to be provided by The Alliance through its President include, but are not limited to the following:
- i. Evaluate the progress of current TIF projects and provide reports to The City and Trust regarding the status and progress of the projects, make

recommendations regarding projects and activities designed to enhance and promote the successes of the various TIF districts.

- ii. Identify opportunities for corridors of development and make recommendations for the effective management and administration of The City's TIF Districts.
- iii. Attend meetings related to current and future TIF projects, including, but not limited to meetings of the City Council, Trust and Tax Increment Review Committees.
- iv. Provide oversight City's TIF Review Committees as necessary. Oversee and coordinate the preparation of agendas, agenda items, and reports for the TIF Review Committees.
- v. Evaluate potential developments and redevelopments for current established TIF Districts, serve as the coordination and development point for the creation of new and future TIF Districts, and make recommendations to the City and Trust regarding tax increment financing districts.
- vi. Prepare analysis of the financial feasibility and the estimated return on investment for possible projects applying for public incentives and analyze the market demand for the proposed project(s).
- vii. Evaluate how TIF is used and provide consultative services to assist The City and Trust in developing and promoting new or improved models and frameworks for TIF.
- viii. When requested by The City, provide reports and recommendations to The City and The Trust regarding any state or federal legislation impacting TIF and when authorized by The City and the Trust, provide information regarding proposed legislative changes in order to protect or enhance economic development activity made possible by TIF.
- ix. Provide recommendations and consultation on methods and programs available enabling TIF to leverage other resources such as other tax credit programs.
- x. Implementation of all of the TIF Project Plans and Guidelines for tax increment financing projects.
- xi. Engage qualified consultants to provide studies and analysis of possible public-private investment opportunities in all TIF Project Areas, as needed.

4. City's GOLT Bond Program.

- A. Provide consultation, recommendations, oversight and management of the City's/Trust's General Obligation-Limited Tax Bond Program ("GOLT Bonds"). Programs included in the GOLT Bond Program include: Strategic Investment Program (SIP), Infrastructure Program, Affordable Housing and the Downtown Parking Incentive Program. The Alliance will provide management and oversight of the programs in GOLT Bond Program including:

- i. Update of the Strategic Investment Program (SIP).
 - ii. Review and evaluate applications submitted for incentives under the GOLT Bond Program and make recommendations to the City and Trust.
 - iii. Periodically review incentive policies to ensure the policies and offered incentives are maximized to assist the Trust and The City attract and retain quality jobs.
 - B. Develop strategy and implementation plan to address the need to reserve land for large employment prospects.
 - C. Affordable Housing Strategy and Implementation.
 - i. Facilitate the implementation of strategies identified in the Comprehensive Housing Affordability Study and other affordable housing plans and studies.
 - ii. Meet regularly with Oklahoma City Planning Department, Oklahoma City Housing Authority, and Oklahoma Housing Finance Agency to coordinate guidance on strategies, funding, and implementation to address affordable housing challenges.
 - iii. Periodically review incentive policies to ensure the policies and offered incentives are maximized to assist The Trust and The City attract and retain quality affordable housing.
 - iv. Implement the GOLT Bond Affordable Housing Program by perform due diligence in the evaluation of the proposed project and the applicant's financial viability and experience to create affordable housing units in a manner consistent with the eligibility requirements and guidelines set forth in the affordable housing policy and make recommendations to the City and Trust regarding and allocation of funds.
 - v. Procurement of development sites for incorporation of affordable housing.
- 5. Economic Recovery Efforts.
 - A. Creation, implementation and maintenance of Small Business Programs using information and lessons learned from OKC Small Business Continuity Program (SBCP) to improve resiliency.
 - B. Develop programs that encourage the growth of small business and entrepreneurship.
 - C. Implementation of the Community Economic Resiliency Plan. Ernst & Young has been retained to provide recommendations to support the development of an economic resiliency and recovery plan for the City of Oklahoma City. After all recommendations are received, The Alliance will implement the plan.

- D. Assist with the development and implementation of other programs such as American Rescue Plan that benefit Oklahoma City residents and businesses.
6. Downtown/Core to Shore Area.
- A. Facilitate the downtown development, redevelopment and housing development projects. Provide consultation and implementation bringing Economic Development in the Core to Shore Area and development of retail opportunities. Participate and implement, as needed the Downtown Housing Studies and assist the City and the Central Oklahoma Transportation and Parking Authority with the planning of the placement of new garages, development of garages as mixed-use facilities and pursuing public/private partnerships when feasible.
7. Job Creation/Retention.
- A. Provide consultation and implementation services for retail projects that qualify for incentives under the City's retail incentive policy. These projects include retail in underserved neighborhoods, redevelopment areas, regional retail development projects and new to market retailers. Participate with the City and the Chamber of Commerce to develop retail strategies and priorities and attend and participate in RECON, the annual International Council of Shopping Centers (ICSC) convention and other ICSC activities.
 - B. Coordinate with other City departments on job creation projects to bring high-quality jobs to the Oklahoma City market.
 - C. Coordinate Economic Development efforts with the City, The Greater Oklahoma City Chamber of Commerce and The State of Oklahoma Department of Commerce.
8. Oklahoma City Port Authority.
- A. Provide management services for the administration of the Oklahoma City Port Authority and Foreign Trade Zone.
9. Land Use Planning/Implementation.
- Facilitate the implementation of strategies identified in various adopted strategic plans or other land use planning documents.
- A. Engage qualified consultants to provide economic development plans and studies for specific districts and areas in Oklahoma City, such as Stockyards, Adventure District, and transit oriented development corridors.
 - B. Provide advice and expertise in economic development and redevelopment issues.

- C. Meet regularly with Oklahoma City Planning Department staff to coordinate the implementation of adopted strategies and projects designed to create enhanced synergy between private and public development.

10. Other Public Interest Projects.

- A. Coordinate with the General/City Manager to serve as the representative or liaison on the development of projects that have a high level of public interest or concern such as fine arts or community related developments.

11. General Consultation Services.

Provide consultative services to various economic development and community development projects, including projects proposed by the City and Trust, which services could include, as necessary, contracting with and retaining the services of other professional consultants to assist The Alliance and impacted public entities in evaluating and promoting possible economic development projects.

12. Other General Economic Development Activities.

As requested by the General/City Manager, or by the Trust or City Council: provide liaison services between the City and the development community on issues concerning design review or other city processes; serving as the point of contact for the real estate and development community in Oklahoma City and provide to information about public/private partnership opportunities; identifying and initiating projects and programs to enhance the mission of Tinker Air Force Base, and provide information and strategies for utilizing New Market Tax Credits on development projects and other development finance tools.