

**PROFESSIONAL SERVICES AGREEMENT WITH THE LAWTON
FORT SILL CHAMBER OF COMMERCE FOR TOURISM, CONVENTION, AND RELATED
SERVICES
FY 2022-2023**

This Agreement is made and entered into by and between the **City of Lawton, Oklahoma**, a municipal corporation (the City) and the **Lawton Fort Sill Chamber of Commerce**, a non-profit organization (Chamber).

WITNESSETH:

WHEREAS, an ordinance known as the ‘City of Lawton Hotel/Transient Guest Tax Ordinance’, Ordinance No. 2020-19, hereinafter referred to as the “Ordinance”, has been adopted by the Lawton City Council, and approved by a majority of the qualified electors voting on the Ordinance; and,

WHEREAS, said Ordinance levies and assesses within the City an excise tax of 7 percent (7%) upon the gross proceeds derived from rents received from occupancy of hotel rooms; and,

WHEREAS, said Ordinance provides that the taxes collected under the provisions of said Ordinance shall be set aside in the City of Lawton Hotel Tax Fund established for the purpose of receiving and disbursing resultant tax proceeds for use to encourage, promote, and foster industrial development, economic development, conventions, and tourism; and,

WHEREAS, the Chamber benefits the City in the carrying out of certain goals and objectives set forth in the Ordinance; and

WHEREAS, it is the desire of the parties hereto to combine their respective efforts to promote, foster, and develop tourism/convention activities and economic growth in the City of Lawton; and

WHEREAS, the Chamber is a non-profit corporation organized and existing under the laws of the State of Oklahoma whose stated purpose, among others, is to generate tourism/convention activities and to foster economic development as it pertains to supporting business development in the City, to include supporting these endeavors through various legislative and governmental affairs activities; and

WHEREAS, the Chamber has demonstrated that is capable of promoting, fostering and otherwise encouraging tourism/convention activities and 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 contacts which will be of benefit to the City in meeting their tourism/convention activities and economic development goals and objectives; and

WHEREAS, the City desires to utilize the experience and knowledge of the Chamber, to engage the Chamber to provide professional program services and to develop certain work products that will benefit the City in its ongoing efforts to maximize tourism/convention and economic development activity within the City, which will enhance the social and economic wellbeing of its citizens; and

WHEREAS, it is within the legal discretion of the Council of the City to choose contractors to render professional services to the City, and the City desires to exercise its legal power to contract and to enter into this Agreement with the Chamber to provide the tourism/ convention and related economic development professional services outlined and described in the Agreement for the 2022-2023 Fiscal Year (“FY 2022-2023”); and

WHEREAS, the Chamber desires to provide the 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 in particular tourism/convention activities, and to a limited extent economic development as it pertains to supporting business development within the City of Lawton, to include supporting these endeavors through various legislative and government affairs activities.

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. Tourism/Convention Development - activities designed to enhance the tourism potential of Lawton Fort Sill, including recruitment and marketing activities reasonably related to enhancing convention and tourism activity, recruitment and marketing of sporting events that create positive impact for the community, and recruitment and marketing activities reasonably designed to increase the economic impact of the agriculture community of Lawton Fort Sill.

B. Military & Governmental Affairs - activities designed to promote the interests of Lawton Fort Sill by providing input and information in legislative matters at all levels of government and by serving as a partner with the military to sustain strong and positive relationships that promote and enhance the City of Lawton and as such encourage tourism and economic development. Activities include those reasonably related to: developing legislative strategies that outline the issues and positions of the city relative to matters that impact the city and communicate these positions to elected officials; presenting those strategies in forums that are designed to exhibit

the strong support of the business community for the armed forces missions and personnel; promoting unity and understanding between the business community of the Lawton Fort Sill Metropolitan Area and the personnel of Fort Sill in order to strengthen the positive relationship that exists between the city and the post.

C. Shared Administrative Expenses - costs reasonably related to support and accomplishment of the above defined programs. They are not directly attributable to the above defined programs because they are expenses that support the efforts of the Chamber staff and assist in providing professional Chamber facilities needed to effectively carry out direct program operations. "Shared Administrative Expenses" include such costs as salaries, corresponding payroll taxes, appropriate and corresponding employee benefits and retirement plan contributions, supplies, printing, rent, office equipment, and other appropriate expenses.

D. Goals – the objectives to be achieved under the Scope of Work.

E. Performance Measures – the agreed upon measures by which the Chamber's progress in achieving the Goals can be objectively determined.

F. Program Coordinator – the City staff member designated by the City Council to coordinate the City's administration of this Agreement. Unless otherwise changed by City Council during the term of this Agreement, the Program Coordinator shall be the City Manager or the City Manager's designee.

G. Report or Reports – the document or documents submitted by the Chamber to the Program Coordinator on a periodic basis (monthly, annually—see Section 7 of this Agreement, *infra*), which shall detail the work performed by the Chamber pursuant to this Agreement during the referenced time period.

H. Scope of Work – the plan of work to be accomplished under this Agreement, which must be proposed by the Chamber and approved by the Council, entitled the Lawton Fort Sill Chamber of Commerce Professional Services Plan and Performance Measures appended hereto as Attachment A and incorporated herein by reference.

SECTION 2. CHAMBER TO PROVIDE PROFESSIONAL SERVICES.

The Chamber agrees to provide professional services to the City that will encourage and promote in particular tourism/convention activities, and economic development as it pertains to supporting business development and legislative government affairs 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 Chamber agrees to respond to all reasonable requests for services made by or on behalf of the City Council. A detailed listing of services to be performed and performance measures to be employed, is provided in Attachment A.

SECTION 3. SCOPE OF WORK.

A. The professional services to be provided by the Chamber in performance of this Agreement shall consist of all professional staff 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 Monthly and Annual Reports and any other obligations set forth herein.

B. In performing this Agreement, the Chamber 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. The Chamber shall also provide all professional and related administrative services that are reasonably requested by or on behalf of the City and that are necessary to present viable promotional programs including, but not limited to: gathering and dissemination of information and ideas; servicing conventions, including the provision of all normal convention support services and equipment; provided, the Chamber shall not provide convention support services and equipment when the City has contracted with another entity to provide such items; representing local business, civic and hotel interests in negotiating with associations and other convention groups; implementing promotional programs; and assisting in the development and promotion of local activities and attractions to enhance the City's convention and tourism industries.

SECTION 4. RESPONSIBILITIES OF CHAMBER.

A. The Chamber shall be accountable to the City 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 tourism/convention activities and related economic development as it pertains to supporting business development and legislative government affairs in the City.

B. The parties understand that the Chamber is responsible to the Program Coordinator for the day-to-day provision of professional services to the City; 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 5A. PAYMENT FOR SERVICES RENDERED.

A. The Chamber shall, sixty (60) days prior to the beginning of the City's next fiscal year, submit an annual budget for approval by the City. The budget will be submitted in three (3) categories – Tourism/Conventions, Government & Military Affairs, and Shared Administrative Costs – attached hereto and incorporated herein as Attachment B.

B. The City agrees to provide funds to the Chamber in the amount specified in their approved budget for the services to be performed under this Agreement from the proceeds of the Hotel/Motel tax collected and received by the City and allocated to this Agreement, subject to the limitations set forth herein. For the 2022-2023 fiscal year, the funds provided to the Chamber under this Agreement shall not exceed Eight Hundred Thousand Dollars (\$800,000.00). The Chamber's receipt of such funds shall be subject to the City's collection of sufficient Hotel/Motel tax revenue to cover the City's budgeted Hotel/Motel tax obligations. Any claim

submitted to the City must be presented in writing and verified in the manner provided by law. No account or claim may be paid by the City unless it has been reviewed and approved by the Program Coordinator and an entry of the account or claim made in the proper books kept for that purpose. Only the expenditures approved as a part of the budget shall be paid based on properly documented claims.

C. Budget changes between and within the categories provided for in paragraph A. of this Section require City Council approval if the cumulative variance(s), is (are) greater than ten (10) percent of the approved annual budget. Notwithstanding this provision, in no event will the funds received by the Chamber under this Agreement exceed Eight Hundred Thousand Dollars (\$800,000.00).

D. The Finance Director will be responsible for monitoring compliance with the requirements for claims for payment submitted under this Agreement, and will promptly report in writing possible non-compliance to the City Manager, and the Chief Executive Officer of the Chamber.

E. Revenue generated by the expenditure of Hotel/Motel Tax funds shall maintain the same spending restrictions as those of the Hotel/Motel Tax Ordinance and must be recorded as income on the Monthly Report. All revenue not expended before June 30 of the contract year, which the Chamber received from the City for services performed under this Agreement, shall be deposited in the Economic Development Fund referenced in Section 5B of this Agreement.

F. As required by Section 7 of this Agreement, by the twenty-fifth day following the end of a month, the Chamber shall submit a Monthly Report to the Program Coordinator together with an invoice for the monthly installment due for services rendered during the prior month. The Program Coordinator shall forthwith review the Monthly 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 Chamber's work in furtherance of the objectives set forth in Section 2 of this Agreement and the Scope of Work. The Program Coordinator shall complete his or her review within five (5) business days of the submission of the Monthly Report and invoice by the Chamber and, if found to be satisfactory, shall submit the Monthly Report to the City Council and the invoice to the City's Finance Director for processing the invoice for payment; provided, if the Program Coordinator reasonably finds that the Monthly Report or invoice are not satisfactory, he or she may withhold such notification until any deficiencies in the Monthly Report or invoice have been corrected by the Chamber. Following such notification by the Program Coordinator, the Finance Director shall process payment of the claim within ten (10) business days unless non-compliance with the requirements for claims is reported in accordance with paragraph D of this Section.

G. The Chamber understands and agrees that the payment of funds by the City to the Chamber under this Agreement shall be subject to annual appropriation and budgeting by the City as required by Oklahoma law, and that any funds to be paid by the City to the Chamber for the professional services provided hereunder shall be limited to the amount of funds specified in this Section.

SECTION 5B. ECONOMIC DEVELOPMENT (RESERVE) FUND.

In accordance with City Council Resolution 22-97, all unexpended appropriations of the City's Hotel Tax shall be transferred to the Economic Development Fund created by the Resolution on June 30 of each fiscal year. As specified in Section 5A of this Agreement, all revenue appropriated to the Chamber under this Agreement, but not expended by the Chamber before June 30 of the contract year, shall be deposited into this fund as required by the Resolution. The expenditure of funds from the Economic Development Fund will follow the procedures set forth in the Resolution, and any amendment thereto.

SECTION 6. CITY COUNCIL.

The City Council shall periodically review the progress of the Chamber in accomplishing the objectives set forth in Section 2 of this Agreement and the Scope of Work; receive and review copies of Monthly Reports, and the Annual 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 Council 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 City informed of all progress and accomplishments, the Chamber shall provide the following reports:

A. Monthly Reports: Monthly Reports shall be submitted to the Program Coordinator no later than the twenty-fifth day after the last day of each month. The Monthly Report shall consist of two parts. The first part will follow the format of the approved budget and shall show revenues expended and remaining for each budget expense category. The second part will provide sufficiently detailed information to document the Chamber's work to accomplish the objectives set forth in Section 2 of this Agreement and the Scope of Work during the preceding month.

The Monthly 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;
- c. Major work to be undertaken in the next quarter.

and

2. FY 2022-2023 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 City Council concerning the status of each program service being performed or as may otherwise be requested by the City.

4. Examples of the latest media reports or marketing materials used to promote the City of Lawton as a tourism and convention destination.

B. Annual Report: The Annual Report is due by August 31, 2022, and shall include the following elements:

1. The Annual 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 Chamber to the City Council not later than August 31, 2022. The Annual Report shall: detail the previous fiscal 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 City has decided to renew this professional services agreement.

2. The Program Coordinator shall initially consider the Annual Report and shall either approve the content of the Annual Report or reject the Annual Report and return it for additional information and/or documentation. In the event the Annual Report is rejected, the Chamber shall amend, clarify, and/or update the Annual Report in response to any questions, concerns or deficiencies detailed by the Program Coordinator as a condition of forwarding the Annual Report to the City Council.

C. Presentations to City Council: The Chamber may be required to make periodic presentations to the City Council as requested by the Program Coordinator on its behalf.

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 City unless such work or services are first approved by the City. Any amendments to this Agreement to increase payments to the Chamber 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 City. Amendments to this agreement which impact the scope of work must be approved prior to initiation of such work. See Section 20 regarding amendments to this agreement.

SECTION 9. AUDITED FINANCIALS; RIGHT TO AUDIT; RECOVERY OF FUNDS.

A. On or before December 31st following each fiscal year the Chamber shall furnish the City audited special-purpose financial statements, prepared on a cash basis with modifications for accrued receivables and payables related to this Agreement, for the preceding fiscal year accompanied by an independent auditor's report from a reputable certified public accountant.

B. The City shall have the unrestricted right to examine or audit all documents supporting the receipt of and use of funds paid by the City to the Chamber under this Agreement. This right shall not expire upon expiration or cancellation of this Agreement.

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

SECTION 10. CHAMBER IS INDEPENDENT CONTRACTOR.

The Chamber is acting as an independent contractor of the City, and the employees, agents, consultants and subcontractors of the Chamber are not employees of the City. To the extent permitted by law, the Chamber and its employees hereby agree to waive any possible claims to any benefits of any kind or nature, available to qualified employees of the City.

SECTION 11. ASSIGNMENT.

Except as expressly provided in the Agreement, the Chamber agrees not to assign or otherwise transfer this Agreement or the rights, duties, or obligations herein contained without prior written approval of the City.

SECTION 12. NOTICES.

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

City Manager
City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501

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

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

President
302 W. Gore Blvd
Lawton, Oklahoma 73502

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

SECTION 13. CANCELLATION.

A. The City may cancel this Agreement, or any portion of this Agreement, with or without cause, upon written notice to the Chamber. If cancellation is for cause, which shall include any impropriety, default, or breach of contract on the part of the Chamber, then the City shall provide fifteen (15) days written notice of cancellation. If the cancellation is without cause and is for the convenience of the City and not for any impropriety, default or breach of contract on the part of the Chamber, then the City shall provide sixty (60) days

written notice of cancellation. Such notice shall be deemed received by the Chamber when deposited in the United States certified mail, with proper address and sufficient postage thereon.

B. The Chamber may cancel this Agreement, or any portion of this Agreement, with or without cause, upon written notice to the City. If cancellation is for cause, which shall include any impropriety, default, or breach of contract on the part of the City, then the Chamber shall provide fifteen (15) days written notice of cancellation. If the cancellation is without cause and is for the convenience of the Chamber and not for any impropriety, default or breach of contract on the part of the City, then the Chamber shall provide sixty (60) days written notice of cancellation. Such notice shall be deemed received by the City when deposited in the United States certified mail, with proper address and sufficient postage thereon.

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

SECTION 14. COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE/FEDERAL LAW.

A. The Chamber shall comply with all existing codes and ordinances of the City, the laws of the State of Oklahoma, and the laws of the United States of America relating or pertaining in any manner to this Agreement including, but not limited to, those applicable to the accounting, reporting, recording, and retention of all revenues and expenditures of Hotel/Motel tax funds.

B. In connection with the performance of services under this Agreement, the Chamber agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, disability or ancestry.

C. 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 Comanche County.

SECTION 15. IMMIGRATION COMPLIANCE.

If at any time during the term of this Agreement, the City, in its 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 Title 25, Okla. Stat. §§ 1312 and 1313 or any other such implemented legislation, the Chamber agrees that it will complete and submit to the City an Immigration Affidavit stating that the Chamber 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 under this Agreement within the State of Oklahoma. The Chamber agrees that it will timely complete and submit the Immigration

Affidavit to the City. The Chamber's failure to timely complete and tender the Immigration Affidavit will be a basis for termination of the Agreement.

The Chamber'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 Chamber 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 City, 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 City for any losses, expenses, or damages incurred by the Chamber, and will remain suspended, canceled or terminated until such time that said misrepresentation, or failure to comply, is corrected and compliance by the Chamber is obtained and reinstatement approved by the City.

The administration and enforcement of compliance with this provision is hereby delegated by the City Council to the Program Coordinator.

SECTION 16. ACCEPTANCE OF KICKBACKS AND GRATUITIES PROHIBITED.

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

SECTION 17. DEFEND, INDEMNIFY AND SAVE HARMLESS.

To the fullest extent permitted by law, the Chamber agrees to release, defend, indemnify and save harmless the City and its officers, officials, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Chamber's negligent acts, operations, errors and/or omissions under or in connection with this Agreement and the parties for whom either entity is legally responsible. The Chamber shall promptly advise the City in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Chamber, at its expense, shall assume the defense of the City with counsel satisfactory to the City. This section shall survive the expiration of this Agreement. Provided, however, the Chamber need not release, defend, indemnify or save harmless the City or its officers, officials, agents and employees, from damages or injuries resulting from the negligence of the City, its officers, officials, 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 18. **INSURANCE.**

A. The Chamber shall carry employer and liability insurance policies with an insurance company or companies authorized for business in the State of Oklahoma, with said companies to have at least an “A” rating by A.M. Best Company, insuring the Chamber and City against liability for injuries to employees and persons (including wrongful death) and damage to property. The Chamber shall furnish the City with certificates of such insurance upon acceptance of this agreement, which insurance shall provide the City is a named co-insured under said policy or policies.

B. No work shall commence under this Agreement unless and until the required certificates of insurance are provided and in effect.

C. The Chamber shall provide to the City evidence of the following insurance as required herein:

1. Worker's Compensation. The Chamber shall maintain, during the term of this Agreement, worker's compensation insurance as prescribed by the laws of the state of Oklahoma.

2. Commercial general and automobile liability insurance. The Chamber shall maintain during the term of this Agreement sufficient commercial general and automobile liability insurance to protect the Chamber and additional insured from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under this Agreement, whether such activities, omissions and operations be by the Chamber or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the City’s maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time.

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

SECTION 19. **MISCELLANEOUS PROVISION**

The Chamber hereby agrees that the City of Lawton Mayor and City Manager shall be allowed to attend all Chamber sponsored events at no additional cost to the City.

SECTION 20. **WHOLE AGREEMENT.**

The work and scope of services to be provided by the Chamber 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 21. **AMENDMENT.**

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

SECTION 22. **EFFECTIVE DATE, TERM, AND TIME.**

A. This Agreement shall become effective as of July 1, 2022, and shall supersede any prior agreements between the parties. The Chamber shall complete all work and services to be performed hereunder by June 30, 2023, except as otherwise specifically provided.

B. This Agreement may be subsequently renewed annually upon mutual agreement of the parties. The Chamber will submit its FY 2023-2024 Program Proposal, Performance Measures and Budget no later than April, 2023. An oral presentation of the Program Proposal will be made to the City no later than May 15, 2023.

IN WITNESS WHEREOF, the Lawton Fort Sill Chamber of Commerce adopts and approves this Agreement this ____ day of _____, 2022.

LAWTON FORT SILL CHAMBER OF COMMERCE

PRESIDENT

ATTEST:

SECRETARY

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IN WITNESS WHEREOF, the City of Lawton adopts and approves this Agreement this _____ day of _____, 2022.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

STAN BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

REVIEWED as to form and legality this _____ day of _____, 2022.

TIMOTHY WILSON, DEPUTY CITY ATTORNEY

ATTACHMENT "A"
LAWTON FORT SILL CHAMBER OF COMMERCE PROFESSIONAL SERVICES PLAN AND
PERFORMANCE MEASURES
FY 2022-2023

INTRODUCTION

Tourism is the third largest industry in Oklahoma and is a significant component of our local economy. *The Oklahoma Travel Impacts Dashboard for 2010-2018 shows that in 2018 the total direct spending for travelers visiting Comanche County was \$200 million and the total direct earnings was \$44.3 million.* That data represents the most current verified data as of July 2020. The Convention and Visitors Bureau is continually updated to reflect changes in community assets, attractions and funding, as well to capitalize on trends in the travel industry. The program is structured to focus more funding where results can be measured in terms of visitors and room nights with marketing efforts directed at attracting groups, individuals, meetings, sporting events, and equine and livestock events.

SUMMARY OF PROGRAM FOR 2022-2023

The local hotel/motel tax collections assist with tourism growth and opportunity. Citizens and stakeholders in Lawton help guide the decisions made by the Chamber's Convention and Visitor Bureau (CVB) in bringing conferences and events to the region. Strategies include recruitment of groups and conventions, production of events and competitive financial support grants for area events bringing visitors and hotel room nights to the city. The CVB's Staff and the Advisory Council have general oversight of tourism funding, with final approval by the Lawton Fort Sill Chamber's Board. Lawton Fort Sill will be continue to be promoted as "See Yourself in Lawton," as well as "Visit Lawton Fort Sill" in the upcoming year.

INITIATIVES/OBJECTIVES FOR FUTURE CONSIDERATION

- Enhance Tourism by expanding CVB services to provide more visibility and information to those visiting LawtonFort Sill.
- Seek out, or partner with new unique opportunities for drawing visitors to Lawton Fort Sill.

PERFORMANCE MEASURES

The Lawton Fort Sill CVB's staff work diligently to either meet or exceed all targeted goals, but recognizes external factors are constantly at work that must be considered when measuring performance target goals. Over the years, the visitor/tourism industry has experienced ups and downs due to a number of factors including natural disasters, war, good or bad economic conditions, and most recently, the COVID-19 pandemic. Elements not within the CVB staff control can impact goal attainment.

A. CONVENTION SALES

Mission

The mission of Convention Sales is to generate group room nights through new and repeat business. The focus is to increase hotel-motel occupancy in the City of Lawton by soliciting multiple property bookings; city-wide, multiple year commitments and securing annual or permanent rotations for Lawton.

Performance Measures:

1. The annual production goal for FY **2022-2023** will be 1,800 definite room nights in the convention and meetings market.
2. Tentative future room night goal of 850 related to proposals submitted but not yet awarded for FY 2023-2024
3. Provide support, including registration, funding, visitor material and housing services (as needed), to 25 arriving conventions or meetings.

A. CONVENTION SALES Performance Measures continued:

4. Host a minimum of 7 sales/planning site inspections by June 31, 2023.
5. Attend and participate in at least 2 appointment based sales conferences and/or educational conferences.
6. Conduct 22 in-market sales calls.

Strategies

1. Host a monthly meeting between the Chamber of Commerce and the Hotel Motel Managers within the community to review trends, conduct analysis and develop opportunities to bridge gap in occupancy and revenue on slow periods by increasing promotion and marketing of group and convention travel to our community.
2. Conduct an annual review of Hotel Motel Occupancy and report the data as part of the regular reporting procedures.
3. Encourage local residents to invite their organizations to Lawton for conventions, meetings, and strategic conferencing.
4. Concentrate on multiple year contracts, annual groups or groups that could become permanent rotations.
5. Strengthen tourism industry partnerships within the Lawton hospitality industry.
6. Identify associations and specific meetings that would fit the convention center and develop specific plans to attract each.

Action Steps

- 1. Prioritize solicitation efforts to new groups that can fill need periods or match up with specific venues.
2. Work with hotel partners to identify additional community leaders who are active in organizations and can influence decision makers. Invite the public to open recruitment meetings to begin development of prospect list for future proposals.
3. Focus solicitation to qualify groups for multiple properties or city-wide and work with staff to prioritize solicitation efforts. Focus solicitation efforts on large groups over and above the hotel solicitation efforts of single property bookings while responding appropriately to opportunities to solicit or help solicit any business for Lawton.
4. Continue to increase efforts in markets that have not been the traditional successful markets worked by the CVB. Multi-cultural associations are excellent opportunities for additional development; as well as financial institutions, Military reunion groups and religious organizations.
5. Prioritize solicitation efforts to larger groups and groups with greater economic impact potential. Train and direct team members to "ask the questions" and position Lawton to secure as many multiple year contracts, annual groups, and permanent rotations as possible in order to continue building strong definite room night base for future years and to utilize the new conference center.
6. Work in conjunction with convention center management to initiate plans for an appropriate cooperative sales strategy.
7. Develop relationships and solicit faculty participation from the higher education community in the area.
8. Conduct qualified sales calls in large markets during scheduled events.
9. Conduct face-to-face sales calls with potential clients in key feeder cities identified by market segment.
10. Seek out and take advantage of opportunities to obtain industry certification offered by various organizations.
11. Track economic impact for direct visitor spending during sponsored events.

A. CONVENTION SALES Action Steps continued:

Performance Measure	FY 22-23 Target
Number of definite rooms	1,800 annually
Number of tentative future rooms	650 annually
Convention/meeting support	40 groups
Minimum number of sales/planning site inspections	7 by June 30, 2023
Industry trade shows and/or education conferences	2 shows
Number of specific association/planner calls	15 calls to large markets

B. SPORTS BUSINESS DEVELOPMENT

Mission

The mission of Sports Business Development is to generate group room nights through new and repeat business. The focus is to maximize occupancy in Lawton by soliciting sports team activities and events that will utilize multiple properties, make multiple year commitments, or regular rotations for Lawton.

Performance Measures:

1. The production goal for FY 2021-2022 will be **100** definite room nights.
2. Tentative future room night goal of **100** for sporting events that will be happening in the remaining 2022-2023 FY, and/or proposals submitted but not yet awarded for FY 2022-2023 or later.
3. Host a minimum of 2 sales/planning site inspections by June 30, 2023.
4. Conduct **6** sports related in-market sales calls.

Strategies

1. Research new and additional sports tradeshow/conference opportunities. Include local hotel representatives and other partners when appropriate.
2. Participate in local and national sports associations-USSSA, OSSAA, AAU, USA, OKNASP and others.
(Note: *subject to COVID-19 limitations/restrictions/decisions by governing orgs*)
3. Continue to seek out and assist local organizing committees as they plan and execute sports events in Lawton.
4. Work with City of Lawton Parks & Rec Department-to develop additional collateral materials for specific events and needs and continually update existing materials.
5. Research new sports related conventions and meetings we can host.

Action Steps

1. Prioritize solicitation efforts to new groups that can fill need periods or match up with specific venues.
2. Identify additional community leaders who are active in sports organizations and can influence decision makers.
3. Meet regularly with the appropriate sports organization contacts to further develop partnership and support opportunities.
4. Research information provided in sports industry journals for new opportunities.

B. SPORTS BUSINESS DEVELOPMENT Action Steps continued:

5. Meet quarterly with Sports Committee on new sporting events Lawton can recruit.
6. Track economic impact for direct visitor spending during sponsored events.

Performance Measure	FY 22-23 Target
Number of definite rooms	100 annually
Number of tentative future rooms	100 annually
Minimum number of sales/planning site inspections	2 by June 30, 2023
Minimum trade shows/sports conferences	1 attended
Number of in-market sales calls	6 calls
Annual Meeting and/or Board Meeting for a sports association conducted	1 meeting conducted

C. EQUINE AND LIVESTOCK EVENTS

This market segment continues to represent a significant amount of business for the City of Lawton area. The focus is to increase occupancy in Lawton by developing lasting relationships with the key participants in events that primarily use the Comanche County Fairgrounds Complex (CCFC), multiple lodging properties and make multiple year commitments.

Performance Measures:

1. In conjunction with CCFC management, book a minimum of **5** events with **500** definite room nights.
2. Tentative future room night goal of **250** related to equine and livestock events that will be happening in the 2022-2023 FY, including any proposals submitted, or to be submitted but not yet awarded for FY 2022-2023 or later.
3. In conjunction with CCFC management, continue to identify strategic opportunities to add new events and take a leadership role in formulating plans for these opportunities.
4. Produce the Wichita Mountains Classic Heifer and Pre-Junior Show.

Strategies

1. Maintain close working relationships with equine and livestock associations to ensure current events are retained.
2. Work with the various events to identify services that are needed and can be supplied or augmented by existing CVB programs or personnel.
3. Support the major shows and promote to their members through advertising in targeted publications.
4. Identify dates that are open for concurrent activities at CCFC that will not interfere with existing use of the facilities.
5. Increase efforts for additional funding through the Wichita Mountains Classic Heifer and Pre-Junior Show.

Performance Measure	FY 22-23 Target
Number of booked events with definite rooms	5 events; 500 rooms
Number of tentative future rooms	250 rooms
Number of Chamber-produced events	1, WMC

D. GROUP SERVICES

Mission

The mission of Group Services is to offer event planners a broad range of service assistance and maintain a high level of service that exceeds what is provided by our competitive cities. The variety and quality of services provided play a significant role in client satisfaction as well as repeat business.

Performance Measures:

1. Provide each arriving group with a *Customer Service Survey* for them to fill out regarding their experience.
2. Have a 90% customer satisfaction rating.
3. Continue to analyze services offered by competing destinations and make recommendations for upgrades as appropriate.
4. Maintain and continually update "Support Services" information in any meeting planners guide, online and bid books submitted to clients.
5. Coordinate and host recruitment meetings with the public to build a prospect list covering Conventions, Sports and Agriculture
6. Work with Marketing & Communications; utilize social media and other appropriate outlets to promote Lawton to future meeting and event attendees to help build attendance.

Performance Measure	FY 22-23 Target
Customer Service Survey	90% satisfaction rating
Host recruitment meetings	2 meetings

E. VISITOR SERVICES

Mission

The mission of Visitor Services is to provide City of Lawton visitors with information about everything Lawton has to offer, with the specific objective being to extend the length of stay of these visitors by educating, exciting and enticing them. Extending visitor stays and enticing visitors to come back contributes to Lawton's economic vitality by increasing expenditures at hotels, shops, restaurants and attractions.

In order to achieve this mission, visitor services staff must be knowledgeable of the area, the attractions, local events, and demonstrate enthusiasm for tourism in Lawton.

Performance Measures:

1. Explore options for technology solutions to visitor services needs for future implementation
2. Monitor internet and other requests for information and provide timely response
3. Whenever possible, provide Internet based response to requests in order to save time and money while still meeting the customer's needs
4. Keep State Department of Tourism and other partners well supplied with City of Lawton brochures
5. Provide timely, accurate and positive information to potential tourists who inquire about Lawton
6. Enhance getaway packages focused around local signature events or festivals to include local partners as appropriate
7. Provide funding, based on increased visitor enhancements, impact to the local economy, and accountability, for arts and attractions in the Lawton community
8. Host at least 1 CVB Advisory Council meeting at an area attraction to create awareness

E. VISITOR SERVICES continued:

Strategies

1. Continue to update and modernize the Chamber website for the CVB
2. Continue to update and expand the Chamber mobile app, and use for CVB outreach
3. Conduct annual welcome to community exposition
4. Promote the visitors guide to visitors and local residents
5. Present enticing and exciting information about City of Lawton facilities and attractions that cause tourists to extend their visit
6. Respond on a timely basis to potential tourists' mail, fax, voice mail or e-mail requests
7. Provide personal attention to each caller; ensure complete and accurate information is given via phone, fax or e-mail to tourists who plan to depart for Lawton before mailed information can reach them
8. Encourage each caller to visit Lawton; present information about our attractions and events.

Action Steps

1. Continue to equip and train the CVB Advisory Council and tourism partners with complete and up-to-date information on a continual basis including the CVB's web site and web-based calendar of events on VisitLawtonOK.com
2. Continually record an accurate inventory of brochures and visitors' guides, city maps, tourism guides and other materials distributed and maintain an adequate supply of visitors' guides and other materials in house for walk-ins.
3. Provide an adequate supply of visitors' guides and promotional materials to the State Department of Tourism and Airport/Retail Information Centers.
4. Send a notice of upcoming events, ~~pulled from LawtonCalendar.com~~, to local hoteliers on the first of each month.

Performance Measure	FY 22-23Target
Number of responses to internet/email requests for information	100
Number of responses to regular mail/fax/voicemail requests for information	750
State Department of Tourism and other partners well supplied with City of Lawton brochures	25,000 brochures
Enhance getaway packages	5 packages
National Travel and Tourism Week	May <u>2023</u>

F. MARKETING & COMMUNICATIONS

Mission

The mission of Marketing & Communications is to promote the City of Lawton as a growing visitor and meeting/conventions destination, as well as to increase awareness of tourism and its impact on the local economy. Specific promotion tactics include, but are not limited to, paid advertising in print and online, a strong online presence, media relations, and local event support.

Performance Measures:

Advertising

1. Paid advertising plan to be implemented in FY 2022-2023.
2. Continue to focus advertising efforts on local, regional, state and nationally.
3. Continue promoting Visit Lawton Fort Sill with new ads for Convention Sales, Sports, and Tourism.
4. Find new ways to tell Lawton Fort Sill's story through advertising.
5. Research new advertising outlets that are directed towards meeting/event planners.

Media/PR

1. Continue to enhance Comprehensive Marketing Strategy. The focus of the strategy is to be more proactive with target media outlets and to increase our reach on social media. This strategy will also include a monthly editorial calendar that will drive efforts across platforms, i.e. a list of important events happening in the City of Lawton each month that should be promoted wherever applicable (online, social media, news releases, advertising, etc.). Specific objectives include:
 - a. Increase social media presence across Convention and Visitors Bureau platforms by increasing followers by 10%.
 - b. Began tracking positive exposure of Lawton Fort Sill in popular media outlets including Discover Oklahoma, Oklahoma Today, online articles and printed publications.
2. Coordinate industry-related press releases to trade publications, meeting planners, etc. to further educate audiences on all that is occurring in the City of Lawton. Collaborate to maximize our resources for sharing Lawton's story.
 - a. Submit 1 media advisory to traditional local and surrounding media outlets each month regarding upcoming conventions, sporting events, livestock shows, and tourism activities.

Online

1. Continue to increase number of site visits by driving traffic to the website via print advertising and an online display campaign.
2. Continue utilization of expanded online resources.
3. Promote the Visit Lawton Fort Sill mobile app and begin research on how to expand and enhance the app.

E. MARKETING & COMMUNICATIONS continued:

Event Promotion/Support

Research marketing opportunities for those events which the CVB offers event sponsorship funding. Review opportunities for co-op/partnership with marketing dollars.

Performance Measure	FY 22-23 Target
Addition of media presence on social media platforms	300 postings on Facebook
Increase Followers on social media accounts	10%
Positive Lawton Exposure	5 articles
Media Advisories	12 Media Advisories

G. CVB ADMINISTRATION

Mission

The mission of Administration is to oversee the total operation of the Convention and Visitors Bureau. and to provide resources and guidance to the team, enabling them to be successful in meeting the performance objectives outlined in this professional services plan.

Performance Measures

Performance measures for Administration are much more subjective than most of the other areas. Primary objectives in this area include:

1. Continue to develop and refine expanded revenue opportunities while maintaining current funding relationships. Create a partnership advertising/sponsorship program to generate new revenue for additional Chamber work in addition to bringing new partners into the activities of the industry.
2. Participate in industry specific benchmarking programs to monitor existing Chamber operations and provide for future growth in offerings.
3. Utilize industry standard research information from providers such as Smith Travel Research (STR), Fenich and Associates and Trends, Analysis, Projections, LLC, and work to conduct industry specific research projects as needed.
4. Continue to identify opportunities to collaborate with the State Department of Tourism on a variety of programs including research projects that involve the entire state but provide targeted information to specific areas on a "buy-in" basis.
5. Provide monthly highlights overview report to the Lawton City Council and Chamber Board, as well a quarterly detailed report.
6. Provide the best hospitality resources for all arriving groups, individual traveler/visitor, conferences and events.

H. LEGISLATIVE AND MILITARY AFFAIRS

INTRODUCTION

The ability to maintain an environment in Lawton Fort Sill conducive to positive economic development is directly tied to Legislative and Military affairs. The Lawton Fort Sill Chamber of Commerce has a long history of providing opportunities to link the military at Fort Sill with the Lawton community. The Chamber provides a great deal of legislative support for issues facing the military and business community.

H. LEGISLATIVE AND MILITARY AFFAIRS continued:

SUMMARY OF PROGRAM FOR –2022-2023

The Lawton Fort Sill Chamber of Commerce will provide programs and events to build relationships between the military and civilian communities. The Chamber will develop legislative agendas and press them forward with the aid of consultants in Oklahoma City and Washington DC. The Chamber will provide events to allow face-to-face connections with legislators in Oklahoma City and Washington DC.

INITIATIVES/OBJECTIVES FOR FUTURE CONSIDERATION

Initiate stronger volunteer support for Fires Patriot's (formerly known as Cannon Cockers) group and Lawton Fort Sill Working Group in order to better support the Lawton business community and Fort Sill.

Mission

The mission of Legislative Affairs is to develop and promote legislative agendas conducive to maintaining and improving Lawton Fort Sill as a great place for businesses and the military. The Chamber will build relationships with decision makers on all levels of government.

The mission of Military Affairs is to build relationships with the Command Staff and Soldiers of Fort Sill.

Performance Measures

1. The Chamber will raise:
 - \$75,000 in private funds to pay for legislative consultants in Washington DC through Fires Patriots group
 - \$8,000 in private funds to support events and programs with the Command Staff of Fort Sill
 - \$18,000 in private funds to support programs between the business community and the military at Fort Sill
2. Use business surveys, military input, and focus groups to develop an agenda of legislative issues to promote in Washington DC - the Federal Legislative Agenda.
3. Use business surveys, military input, and focus groups to develop an agenda of legislative issues to promote in Oklahoma City - the State Legislative Agenda.
4. Use business surveys and focus groups to develop an agenda of legislative issues to promote locally - the Local Legislative Agenda.
5. The Chamber will retain the services of a legislative consulting firm in Washington, DC. (Due to budget reductions, a state legislative consultant will not be retained for the present time).
6. Develop community leaders into elected positions, and volunteers on government authorities, commissions and task forces.
7. Increase promotion of active engagement by voters.
8. The Chamber will produce and host:
 - Lawton Fort Sill Day at the Capitol
 - Southwest Oklahoma Legislative Reception, in conjunction with other southwest Oklahoma Chambers
 - Legislative Lunch Forum featuring our Oklahoma delegation
 - State of the City Luncheon featuring the Mayor of the City of Lawton
 - State of Fort Sill Luncheon featuring the Commanding General of Fort Sill
 - Lawton Fort Sill Washington DC Fly-In to educate attendees while pressing forward with our federal agenda
 - Bill Smith Memorial Golf Tournament in which the four-man scramble teams will be a mix of military and civilian
 - Armed Forces Day Parade purported to be the largest such parade in the nation
 - Armed Forces Day Breakfast for 150 guests, military/civilians
 - At least two receptions to welcome and farewell officers in the Command Staff

H. LEGISLATIVE AND MILITARY AFFAIRS continued:

- Two Supporting our Hero's Coordinating Council meetings and execute programs and events beneficial to the connection of military and civilians
 - Supporting our Hero's Welcome Reception at no charge to those attending-military or civilian
9. In the case of visiting Army dignitaries, the Chamber will host receptions to recognize them and to further the relationships between civilians and Soldiers.
 10. The Chamber will provide the ceremonial sword for the Cameron ROTC cadet of the year.
 11. In support of Fort Sill and to develop relationships, the Chamber will attend various events on the installation to include but not limited to the Commanding General's St. Barbara's Day Ball, Welcome and Retreat ceremonies, Patriot Spouses events, EEOC luncheons and award luncheons for the NCO and Soldier of the Quarters as well as the NCO and Soldier of the Year.
 12. The Chamber will sponsor Fort Sill Morale, Welfare and Recreation events to include Military Appreciation and Family Fun Day and the Annual Buffalo Burger Cookout, if Fort Sill conducts the event as in years past.
 13. The Chamber will recruit volunteers and sponsor the Trash Off campaign conducted by the City of Lawton.

Strategies

1. Identify issues to support or oppose in order to provide an environment for business and military growth.
2. Develop positive relationships between our Washington DC delegation and the business and military community.
3. Develop positive relationships between our Oklahoma City delegation and the business and military community.
4. Enhance awareness of southwest Oklahoma, Lawton and Fort Sill to all Oklahoma legislators.
5. Monitor legislation on a state and federal basis in order to act quickly when the need arises.
6. Provide information on voting opportunities through social media, email blasts and newsletters: how, when and where to register, sample ballots and reminders.
7. Develop positive relationships between community leaders and Fort Sill command staff.
8. Support Fort Sill events.
9. Provide necessary and requested support of Fort Sill as they move to fully integrate new missions, identify private sector businesses that support the new missions and share that information with the Economic Development Team.

Action Steps

1. Raise funds to support legislative consultants, and military programs and events.
2. Provide programs and events that build relationships between the Washington DC delegation and Lawton Fort Sill.
3. Provide programs and events that build relationships between the Oklahoma City delegation and Lawton Fort Sill
4. Provide communications between Fort Sill and the Lawton business community.
5. Provide programs and events that build relationships between military and civilians.

H. LEGISLATIVE AND MILITARY AFFAIRS continued:

Performance Measure	FY 22-23Target
Consulting Services	\$75,000 in private funds
Legislative Agenda Development	2 , Federal, State, Local
Lawton Fort Sill Day at the Capitol	April 2023
Southwest Oklahoma Legislative Reception	March 2023
Washington DC Fly-In	March 2023
Legislative Lunch Forum	April 2023
Other Lunch Forums	2 , Mayor, CG
Command Group Programs and Events	\$6,000 in private funds
Supporting our Hero's Programs and Events	\$15,000 in private funds
Command Group Receptions	2 , spring and fall
Supporting our Hero's Programs and Events	3 hosted off post, attend 3 on post. 6 Total