

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH THE
LAWTON FORT SILL CHAMBER OF COMMERCE FOR TOURISM, CONVENTION, AND
RELATED SERVICES FY 2020-2021

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH THE LAWTON FORT SILL CHAMBER OF COMMERCE FOR TOURISM, CONVENTION, AND RELATED SERVICES FY 2020-2021 ("Amendment"), is entered into as of June 8, 2021, by and between the **City of Lawton, Oklahoma**, a municipal corporation ("City") and the **Lawton Fort Sill Chamber of Commerce**, a non-profit organization ("Chamber").

RECITALS:

- A. On July 28, 2020, the City and the Chamber entered into a Professional Services Agreement for Tourism, Convention, and Related Services for fiscal year 2020-2021, in which the Chamber agreed to provide professional services to the City that would encourage and promote tourism/convention activities in the City. The Chamber further agreed to submit an annual budget for approval by the City. In consideration thereof, the City agreed to provide funds to the Chamber in the amount specified in the Chamber's approved budget for said services from the proceeds of the Hotel/Motel tax in an amount not to exceed Two Hundred Seventy Thousand Dollars (\$270,000.00), subject to the City's collection of sufficient Hotel/Motel tax revenue to cover the City's budgeted Hotel/Motel tax obligations.
- B. Parties agree to amend the Professional Services Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Chamber agree to amend the Professional Services Agreement for Tourism, Convention, and Related Services as follows:

1. Section 5A. PAYMENT FOR SERVICES RENDERED is hereby amended as follows:

- 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. The Chamber shall, in connection with a proposed Amendment to increase funding, submit a revised annual budget for approval by the City. Said revised annual budget will be attached hereto and incorporated herein as Attachment C.
- B. The City agrees to provide funds to the Chamber in the amount specified in their approved budget or approved revised annual 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 2020-2021 fiscal year, the funds provided to the Chamber under this Agreement shall not ~~to~~ exceed ~~Two Hundred Seventy Thousand Dollars (\$270,000.00)~~ Three Hundred Seventy

Thousand and Forty-Two Dollars (\$370,042.00). 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 or revised 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 or approved revised budget. Notwithstanding this provision, in no event will the funds received by the Chamber under this Agreement exceed ~~Two Hundred Seventy Thousand Dollars (\$270,000.00)~~ Three Hundred Seventy Thousand and Forty-Two Dollars (\$370,042.00).

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H. The Chamber may request an advance of funds up to a maximum amount of Thirty-Three Thousand Dollars (\$33,000.00) for the purpose of paying necessary expenses associated with the Wichita Mountains Classic Show, scheduled for on or around December 4th to the 6th of 2020. Any funds so advanced to the Chamber shall maintain the same spending restrictions as those of the Hotel/Motel Tax Ordinance, and the Chamber agrees to be bound by those restrictions. Any funds so advanced to the Chamber shall be credited to the City of Lawton on the invoices submitted to the City in the months following December 2020, until the entire amount has been satisfied. Notwithstanding this provision, in no event will the funds received by the Chamber under this Agreement exceed ~~Two Hundred Seventy Thousand Dollars (\$270,000.00)~~ Three Hundred Seventy Thousand and Forty-Two Dollars (\$370,042.00).

2. Except as amended hereby, the PROFESSIONAL SERVICES AGREEMENT WITH THE LAWTON FORT SILL CHAMBER OF COMMERCE FOR TOURISM, CONVENTION, AND RELATED SERVICES FY 2020-2021 remains unmodified and in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lawton Fort Sill Chamber of Commerce adopts and approves this First Amendment this _____ day of _____, 2021.

**LAWTON FORT SILL CHAMBER OF
COMMERCE**

PRESIDENT

ATTEST:

SECRETARY

IN WITNESS WHEREOF, the City of Lawton adopts and approves this First Amendment this 8th day of June, 2021.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

REVIEWED as to form and legality this _____ day of June, 2021.

JOHN RATLIFF, CITY ATTORNEY