

**AMENDMENT NO. 1 TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH THE LAWTON ECONOMIC  
DEVELOPMENT CORPORATION  
FOR ECONOMIC AND INDUSTRIAL DEVELOPMENT SERVICES  
FY 2021-2022**

This Agreement is made and entered into by and between the **City of Lawton, Oklahoma**, a municipal corporation (the City), and the **Lawton Economic Development Corporation**, a domestic, non-profit corporation (LEDC) established under Oklahoma law.

**WITNESSETH:**

**WHEREAS**, an ordinance known as the ‘City of Lawton Hotel Tax Ordinance’, Ordinance No. 20-19, has been adopted by the Lawton City Council, and approved by a majority of the qualified electors voting on the Ordinance; and,

**WHEREAS**, Ordinance No. 20-19 levies and assesses within the City an excise tax of seven percent (7.0%) upon the gross proceeds derived from rents received from occupancy of hotel rooms; and,

**WHEREAS**, Ordinance No. 20-19 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**, on February 11, 2020, the voters of Lawton approved a Capital Improvement/Operation Expenditure Sales Tax by the passage of Ordinance No. 2019-30, which authorized the City Council to establish by resolution the administrative intent of the Mayor and Council regarding the funding of the specific projects/operational expenditures with the sales tax levied by said ordinance, such sales tax subject to the requirements of prior encumbrances. The Council passed Resolution No. 2019-116 setting forth its administrative intent on how quality of life enhancements would be financed, implemented, and managed, to include identifying \$29,000,000.00 for infrastructure and support of projects in furtherance of industrial development.

The Council subsequently passed Resolution No. 20-28 modifying its administrative intent by in part reducing the amount available for industrial development/retention to \$28,750,000.00; and

WHEREAS, on November 26, 2019, the City Council of the City of Lawton adopted the Non-Retail Business Economic Development Assistance Policy, Council Policy 1-11 (“Policy”) for the attraction, evaluation, and public support for investment and development of non-retail businesses in the community; and

WHEREAS, the City Council of the City of Lawton (“City Council”) adopted the Skills Training, Education, Development and Investment (STEDI) Project Plan (“Project Plan”) on December 10, 2019, in order to provide legal authorization and potential financial support for approved public and private ventures in connection with the City’s approved Policy; and

WHEREAS, on May 11, 2021, the City Council of the City of Lawton approved Resolution 21-68, Authorizing Performance and Allocation of Responsibilities for Implementation of the STEDI Project Plan, for the purpose of assigning responsibilities, providing for clear direction, prescribing financial priorities, and clarifying roles in order to maximize the potential success of the City’s strategy for encouraging investment and development in non-retail business enterprises and thereby generate corresponding benefits in terms of employment, economic opportunity, and the general health and welfare of the community; and

**WHEREAS**, the LEDC benefits the City in the carrying out of the goals and objectives set forth in Ordinance No. 20-19 and the portion of Resolution No. 20-28 pertaining to industrial development; and

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

**WHEREAS,** LEDC is a non-profit corporation organized and existing under the laws of the State of Oklahoma whose stated purpose, among others, is to create new jobs and foster economic/industrial development in the City; and

**WHEREAS,** LEDC has demonstrated that it is capable of promoting, fostering and otherwise encouraging economic and industrial 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 economic/industrial development goals and objectives; and

**WHEREAS,** the City desires to utilize the experience and knowledge of LEDC, to engage LEDC to provide professional program services and to develop certain work products that will benefit the City in its ongoing efforts to maximize economic/industrial development activity within the City, which will enhance the social and economic well-being 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 LEDC to provide the economic/industrial development professional services outlined and described in the Agreement for the 2021-2022 Fiscal Year (“FY 2021-2022”); and

**WHEREAS,** LEDC 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 economic/industrial development activities within the City of Lawton.

**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. Economic/Industrial Development - activities designed to create, attract and retain industry and quality primary job opportunities to ensure the continued organized economic and industrial growth and expansion of Lawton and 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 economic/industrial development opportunities for the entire city. 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 economic/industrial development and 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; participating in efforts to attract new missions and new military and civilian defense contractors to the community.

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 LEDC staff and assist in providing professional LEDC 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 LEDC's progress in achieving the Goals can be objectively determined.

F. Program Coordinator – the City staff member designated by the City's 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 LEDC to the Program Coordinator on a periodic basis (monthly, annually—see Section 7 of this Agreement, *infra*), which shall detail the work performed by LEDC 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 LEDC and approved by the Council, entitled the Lawton Fort Sill Economic Development Corporation Professional Services Plan and Performance Measures appended hereto as Attachment A and incorporated herein by reference.

## **SECTION 2. LEDC TO PROVIDE PROFESSIONAL SERVICES.**

The LEDC agrees to provide professional services to the City that will encourage and promote economic and industrial development in the City, with such services to include, without limitation, all managerial, administrative, and fiscal services needed to accomplish the Scope of Work. In performance of such services, LEDC 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 LEDC 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, LEDC 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. LEDC 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: industry retention and expansion strategies; industry cluster strategies; entrepreneurial development; business recruitment strategies; public relations and

marketing strategies; infrastructure strategies including employment lands; non-retail development; and research and marketing support strategies.

#### **SECTION 4. RESPONSIBILITIES OF LEDC.**

A. The LEDC 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 economic/industrial development in the City.

B. The parties understand that LEDC 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.

C. The parties understand that in the furtherance of the purposes of the STEDI Project Plan, and in accordance with Resolution 21-68, the LEDC shall undertake the responsibilities listed therein.

#### **SECTION 5A. PAYMENT FOR SERVICES RENDERED.**

A. The LEDC 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 for the 2021-2022 fiscal year is attached hereto and incorporated herein as Attachment B.

B. The City agrees to provide funds to LEDC in the amount specified in their approved budget for the services to be performed under this Agreement from the proceeds of the Hotel/Motel and 2019 Sales Tax Initiative collected and received by the City and allocated to this Agreement, subject to the limitations set forth herein. For the 2021-2022 fiscal year, the funds provided to LEDC under this Agreement shall not exceed Seven Hundred and Seventy-Five Thousand and Three Hundred Dollars (\$775,300.00) to be comprised of Three Hundred and Thirteen Dollars (\$313,000.00) from proceeds of the Hotel/Motel tax collections and Four Hundred Sixty-Two Thousand, Three Hundred Dollars (\$462,300.00) from the 2019 Sales Tax Initiative. The LEDC's receipt of such funds shall be subject to the City's collection of (1) sufficient Hotel/Motel tax revenue to cover the City's budgeted Hotel/Motel tax obligations, and (2) sufficient Sales tax revenue to cover the City's budgeted Capital Improvement/operational expenditures Sales 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 LEDC under this Agreement exceed Seven Hundred and Seventy-Five Thousand and Three Hundred Dollars (\$775,300.00).

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 LEDC.

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 LEDC 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. Revenue generated by the expenditure of 2019 sales tax funds shall maintain the same spending restrictions as those of Resolution 20-28 and must be recorded as income on the Monthly Report. All revenue not expended before June 30 of the contract year, which LEDC received or would have received from the City for services performed under this Agreement, shall remain in the City's 2019 Sales Tax Initiative account and no longer be obligated towards the purposes of this agreement.

G. As required by Section 7 of this Agreement, by the twentieth day following the end of a month, LEDC 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 LEDC'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 LEDC 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 LEDC. 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.

H. The LEDC understands and agrees that the payment of funds by the City to LEDC 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 LEDC 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 21-128, 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 Hotel/Motel tax revenue appropriated to LEDC under this Agreement, but not expended by LEDC 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.

#### **SECTION 6. CITY COUNCIL.**

The City Council shall periodically review the progress of LEDC 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, LEDC shall provide the following reports:

A.     Monthly Reports: Monthly Reports shall be submitted to the Program Coordinator no later than the twentieth 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 LEDC'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; and
  - c. Major work to be undertaken in the next quarter.
2.     FY 2021-2022 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 economic/industrial development activities undertaken on behalf of the City.

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 LEDC to the City Council not later than August 31, 2022. The Annual Report shall: detail the year's accomplishments under each Goal and Performance Measure; compare actual activities and accomplishments with the stated Goals and Performance Measures; identify and explain any significant variation from the Scope of Work; and outline recommendations, plans, and projections for FY 2022-2023 in the event the 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, LEDC 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 LEDC 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 LEDC 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 23 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 LEDC 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 LEDC 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 LEDC any monies paid to LEDC under this Agreement that are documented to have been used by LEDC in any manner that violates this Agreement. This right shall not expire upon the expiration or cancellation of this Agreement.

**SECTION 10.**        **LEDC IS INDEPENDENT CONTRACTOR.**

The LEDC is acting as an independent contractor of the City, and the employees, agents, consultants and subcontractors of LEDC are not employees of the City. To the extent permitted by law, LEDC 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. Additionally, LEDC shall notify the City in writing when it hires a subcontractor to perform services that fall within the scope of this agreement.

**SECTION 11.**        **ASSIGNMENT.**

Except as expressly provided in the Agreement, LEDC 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 LEDC shall be in writing, personally served or sent by fax or certified mail to:

President  
Lawton Economic Development Corporation  
302 W. Gore Blvd  
Lawton, Oklahoma 73502

or to such other official and/or address as LEDC 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 LEDC. If cancellation is for cause, which shall include any impropriety, default, or breach of contract on the part of LEDC, then the City shall provide ten (10) days written notice of cancellation. If the cancellation is without cause and is for the convenience of the City and not for any impropriety, default or breach of contract on the part of LEDC, then the City shall provide sixty (60) days written notice of cancellation. Such notice shall be deemed received by LEDC when deposited in the United States certified mail, with proper address and sufficient postage thereon.

B. The LEDC 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 LEDC shall provide ten (10) days written notice of cancellation. If the cancellation is without cause and is for the convenience of LEDC and not for any impropriety, default or breach of contract on the part of the City, then LEDC 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 LEDC shall be paid to LEDC by the City.

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

A. The LEDC 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 and 2019 sales tax funds.

B. In connection with the performance of services under this Agreement, LEDC agrees not to discriminate against any employee or applicant for employment because of race, creed, color, religion, age, national origin, sex (including pregnancy, sexual orientation or gender identity), disability or genetic information.

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 adjudicated 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, LEDC agrees that it will complete and submit to the City an Immigration Affidavit stating that LEDC 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. LEDC agrees that it will timely complete and submit the Immigration Affidavit to the City. The LEDC’s failure to timely complete and tender the Immigration Affidavit will be a basis for termination of the Agreement.

The LEDC’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 LEDC 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 LEDC, and will remain suspended, canceled or terminated until such time that said misrepresentation, or failure to comply, is corrected and compliance by LEDC 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 LEDC shall accept any bribe, gratuity or kickback for the performance of work under this Agreement. The services of any officer, employee, contractor, or subcontractor of LEDC who is found to have accepted any such bribe, gratuity or kickback shall be immediately terminated by LEDC.

**SECTION 17.**            **DEFEND, INDEMNIFY AND SAVE HARMLESS.**

To the fullest extent permitted by law, LEDC 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 LEDC'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 LEDC shall promptly advise the City in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and LEDC, 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, LEDC 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 LEDC 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 LEDC and City against liability for injuries to employees and persons (including wrongful death) and damage to property. The LEDC 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 LEDC shall provide to the City evidence of the following insurance as required herein:

1. Worker's Compensation. The LEDC 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 LEDC shall maintain during the term of this Agreement sufficient commercial general and automobile liability insurance to protect LEDC 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 LEDC 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.           WHOLE AGREEMENT.**

The work and scope of services to be provided by LEDC 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 20.           AMENDMENT.**

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

#### **SECTION 21.           EFFECTIVE DATE, TERM, AND TIME.**

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

B. This Agreement may be subsequently renewed annually upon mutual agreement of the parties. The LEDC will submit its FY 2022-2023 Program Proposal, Performance Measures and Budget no later than April 2022. An oral presentation of the Program Proposal will be made to the City no later than May 15, 2022.

**IN WITNESS WHEREOF**, the Lawton Economic Development Corporation adopts and approves this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**LAWTON ECONOMIC DEVELOPMENT  
CORPORATION**

\_\_\_\_\_  
PRESIDENT

ATTEST:

\_\_\_\_\_  
SECRETARY

**IN WITNESS WHEREOF**, the City of Lawton adopts and approves this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.



**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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
JOHN RATLIFF, CITY ATTORNEY