

May 28, 2024

The Honorable Brian Maughan  
Chair, Oklahoma County Commission  
320 Robert S. Kerr Ave #101  
Oklahoma City, OK 73102

RE: Proposed FY (Fiscal Year) 2024/2025 Contract for Services

Commissioner Maughan:

Please find enclosed a request for an economic development services agreement between the Oklahoma City Economic Development Foundation and Oklahoma County government for FY 2024/2025. This contract supports the regional aerospace, defense and military economy which provides significant job creation and fiscal impacts to Oklahoma County, its residents, and the broader region. This year's partnership continues long-standing efforts to sustain and grow workload at Tinker Air Force Base, the FAA's Mike Monroney Aeronautical Center, other Federal government installations and the broader aerospace sector.

FY 2024/2025's contract is for \$250,000 with bi-annual reporting and invoicing to remain consistent from FY 2023/2024.

This contracted partnership between the Oklahoma City Economic Development Foundation and Oklahoma County works alongside other community partnerships to grow the regional economy.

Thank you again for your consideration, partnership and support.

Sincerely,

Jeffrey N. Seymour  
Executive Vice President, Economic Development  
Greater Oklahoma City Chamber  
405-808-5855 (cell)  
[jseymour@okcchamber.com](mailto:jseymour@okcchamber.com)

**PROFESSIONAL SERVICES AGREEMENT WITH THE  
OKLAHOMA CITY ECONOMIC DEVELOPMENT  
FOUNDATION FOR ECONOMIC DEVELOPMENT SERVICES  
FOR OKLAHOMA COUNTY**

**FY 2024-2025**

1. The Board of County Commissioners (BOCC) of Oklahoma County engages the Oklahoma City Economic Development Foundation (Foundation) to provide professional services for the approved economic development programs in Oklahoma County as outlined in Attachment A.
2. These professional services include all professional staff work and other related resources necessary, as well as all managerial, administrative, and fiscal services required to accomplish the defined scope of work. Such services include the submission of all required reports. In the performance of such services, the Foundation agrees to respond to all reasonable requests for services made by the BOCC. A detailed listing of services to be performed and performance measures to be employed, is provided as **Attachment A**.
3. In performing these services, the Foundation shall provide and be compensated for providing the necessary, qualified, and competent personnel assigned to the accomplishment of the objectives set for in scope of work. BOCC shall pay the Foundation for services rendered for FY (Fiscal Year) 2024/2025 in an amount not to exceed Two Hundred Fifty Thousand dollars (\$250,000) to conduct approved programs and activities. Semi-annually, the Foundation shall submit an invoice along with a report with sufficient detail to document the Foundation's work to accomplish the objective set forth in **Attachment A**.

The report shall include a narrative overview outlining:

- Major accomplishments
  - Ongoing work and project management
  - Quantitative progress toward stated goals
  - Additional attachments or information needed to support the program of work
4. The Foundation agrees to collect and maintain records and to provide access to BOCC upon its request to information related to the documentation of the accomplishment of and reporting on the program of work under this Agreement. BOCC agrees, to the extent permitted by law, to work with the Foundation to maintain the confidentiality of information related to prospects and projects. However, it shall be the obligation of the Foundation to intervene, on its own behalf, to protect its confidential, trade secret and copyrighted documents at any hearing or to initiate any action to determine the same.
  5. To the extent possible under law, BOCC shall assist the Foundation in protecting confidential, trade secret and copyrighted documents, whether disclosed or not under the terms hereof, by notifying the Foundation of any such request and providing the Foundation

the reasonable opportunity to file an appropriate action precluding the release of such documents by BOCC.

6. This Agreement shall be effective for the fiscal year beginning July 1, 2024, and shall continue through June 30, 2025, upon BOCC approval. Either party may cancel this Agreement upon sixty days written notice. If this Agreement is cancelled, BOCC will pay any prorated funds due the Foundation.
7. The Foundation is acting as an independent contractor and the employees, agents and consultants of the Chamber/Foundation are not employees of Oklahoma County.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
For the Oklahoma City Economic Development Foundation, Inc.

Enacted in open session this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
OKLAHOMA COUNTY, OKLAHOMA**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest:

\_\_\_\_\_  
Oklahoma County Clerk

Approved as to form and legality

  
Oklahoma County District Attorney

## ATTACHMENT A

### **Background**

The Greater Oklahoma City Chamber and its supporting foundation, Oklahoma City Economic Development Foundation, (herein referred to as the Chamber/Foundation) are the principal economic development organization(s) for Oklahoma City and Oklahoma County. The Chamber/Foundation takes a lead role in sustaining existing businesses, assisting business expansions, recruiting new companies and investment, and creating economic benefit through primary job creation for the region. The Chamber/Foundation is pleased to count Oklahoma County as one of its long-standing partners in improving the local economy and lives of residents.

### **Request**

The 2024/2025 FY request for \$250,000 supports long-standing initiatives centered on growing and retaining economic development prosperity attached to the region's aerospace, military, and defense economy.

To communicate effectively regarding its partnership with the County, the Chamber/Foundation is providing the attached metrics/deliverables outlining its goals and responsibilities per this Agreement to be reported on bi-annually through a written report. The Chamber/Foundation is also offering to provide verbal reports to the County Commission as requested.

For the 2024/2025 FY the Chamber/Foundation will focus its work in the following areas:

- Supporting the sustainment and growth of the missions and services of key Federal/military programs in the region including:
  - Tinker Air Force Base (the largest single site employer in Oklahoma County and State of Oklahoma)
  - The Mike Monroney Aeronautical Center (FAA) at Will Rogers World Airport
  - Other DoD, military and Federal workload located in the region
- Growing aerospace, DoD, and Federal investment including support for existing employers and new business investment.

These efforts run parallel to industry sector development efforts supported by community partnerships including the Oklahoma City regional business community (through Forward Oklahoma City) and public sector partners, including the City of Oklahoma City.

**2024/2025 Chamber/Foundation Contract Metrics**

<p><b>Tinker AFB/FAA Strategic Support &amp; Sector Programming</b></p>	<p>Provide staff support to optimize Tinker Air Force Base operations. Staff effort will give particular attention to:</p> <ul style="list-style-type: none"> <li>• Protecting existing base operations and missions</li> <li>• Supporting the growth of base missions</li> <li>• Supporting physical infrastructure investments to protect and secure base operations.</li> </ul> <p>Provide staff support to ensure the continued success of the FAA Mike Monroney Aeronautical Center and other local Federal government employers.</p> <p>To measure impact staff will provide:</p> <ul style="list-style-type: none"> <li>• Activity report of key efforts to support Tinker Air Force Base operations during the fiscal year</li> <li>• Updates on key efforts to support Oklahoma City FAA operations during the fiscal year</li> <li>• Updates on efforts to expand or maintain other Federal government programming and operations in Oklahoma City</li> </ul>
<p><b>Existing Business Support</b></p>	<p>Engage targeted aerospace/defense employers in Central Oklahoma as part of broader existing business support efforts. Staff will provide:</p> <ul style="list-style-type: none"> <li>• Connections to local, State, or Federal resources to support business sustainment or expansion</li> <li>• Business-to-business partnership opportunities between existing aerospace companies and/or Federal workload</li> <li>• Other support as required to support company growth</li> </ul> <p>Staff will provide reports on</p> <ul style="list-style-type: none"> <li>• Outreach conducted</li> <li>• Types of support provided</li> <li>• Insights on business/industry growth or decline</li> </ul> <p>In total 18-20 (or more) outreach visits will be conducted annually with existing aerospace employers</p>
<p><b>New Industry Investment</b></p>	<p>Provide ongoing project management for new aerospace/DoD industry partners considering investment in region.</p>

The Chamber/Foundation appreciates the sustained leadership and enthusiasm of the County for economic development. The County is an integral part of the effort to make a positive impact for

Oklahoma County residents and communities. Thank you for the ongoing opportunity to partner on many of the most notable and impactful projects that have occurred in the region.

Your support in the fiscal year 2024/2025 will further extend the record of accomplishment of partnership and success and help Oklahoma County to remain a desirable and vibrant place to live, work, and play. We look forward to working together during the new fiscal year.

*Remainder of Page Intentionally Left Blank.*

**AFFIDAVIT FOR CONTRACTS AND PAYMENTS**

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

The Undersigned (Architect, Contractor, Supplier or Engineer), of lawful age, being first duly sworn, on oath states that this contract is true and correct, and that the Affiant is the President and CEO (title) for OKC Economic Development Foundation (contractor name), and that the affiant is authorized by the Contractor to sign this Affidavit and thereby bind both the Affiant and the Contractor.

Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

That the Affiant understands and agrees that the Affiant, by signing this Affidavit under oath, hereby represents and warrants that the Contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County [(the "Board")] on 10-4-99, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such resolution: (a) contracts entered into by the Board with publicly held corporations; or (b) contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney; (c) the depositing of funds or contracts for the depositing of funds in a bank or other depository; or (d) contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.

The Oklahoma City Economic Development Foundation, Inc.  
Business name of Contractor, Architect, Supplier or Engineer

By \_\_\_\_\_  
Printed Name of Affiant: \_\_\_\_\_  
Individually and on behalf of the Contractor

Attested to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

Note: 62 OKL.ST.ANN. §§ 310.9 (A & B), require counties executing contracts with an Architect, Contractor, Engineer or Supplier of Materials of Twenty-five Thousand Dollars (\$25,000.00) or more to complete the statement required by Section 3109 of Title 74

County Request No. 370

**REQUEST FOR LEGAL SERVICES**

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 06/03/2023 Department: District 2

State the nature of the legal request: \_\_\_\_\_

Please review as to form and legality - Greater Chamber Oklahoma City Economic Development Foundation Agreement.

Requested by Jessica Clayton Chief Deputy, District 2

**RECEIVED**

JUN 03 2024

CIVIL DIVISION  
DISTRICT ATTORNEY

\_\_\_\_\_  
County Officer or Department Director

Reply of District Attorney's Office: \_\_\_\_\_

*OK as to form  
& legality*

Date of Reply: 6/4/2024

*[Signature]*  
Assistant District Attorney

Bill To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK  
 73102

Requisition 12500189-00 FY 2025

Acct No:  
 UNDEFINED ACCOUNT.  
 Review:  
 Buyer: 6065bbkeltho  
 Status: Created

Vendor  
 THE OKLAHOMA CITY ECONOMIC DEVELOPMENT  
 123 PARK AVENUE

Ship To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

OKLAHOMA CITY, OK 73102

Tel#405-297-8887  
 Fax 405-297-8986

Deliver To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	000829				General Government

LN Description / Account	Qty	Unit Price	Net Price
001 OKC Eco Dev Foundation FY 2024/25	250000.00	1.00000	250000.00
	EACH		

Ship To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

Deliver To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total 250000.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*  
 Account

Amount Remaining Budget