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# MEMO

APPROVED  
1/11/21



DATE: January 6, 2021  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – Tulsa Regional Chamber, Inc.

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached Agreement between the Board of County Commissioners and Tulsa Regional Chamber, Inc. to promote and foster economic development in the Tulsa area through the “Tulsa’s Future: Road to Recovery” program.

Respectfully submitted for your approval and execution.

MME / arm

SUBMITTED FOR: The January 11, 2021 BOCC meeting agenda.

CMF# 20210065

**ECONOMIC DEVELOPMENT AGREEMENT**

**THIS ECONOMIC DEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered by and between the Board of County Commissioners of the County of Tulsa (“Tulsa County”) and the Tulsa Regional Chamber, Inc. (“TRC”) as of the date last signed below.

**WITNESSETH:**

**WHEREAS**, Tulsa County is desirous of contracting with TRC to provide services which will promote and foster economic development in Tulsa County as set forth in this Agreement.

**WHEREAS**, TRC has developed a program known as “Tulsa’s Future: Road to Recovery” (the “Program”) for economic development of the Tulsa region, which TRC will use to provide economic development services to Tulsa County for the benefit of Tulsa County, Oklahoma.

**WHEREAS**, the general objectives of the Program are as follows:

A.) **Program Overview:** The Program is a one-year, \$3 million funding campaign and strategic work plan that will address today’s urgent needs for recovery and stabilization. The Program will fund TRC’s 2021 economic development efforts while paving the way for a longer-term, five-year plan to launch in 2022. The program’s key outcome is to prepare the region for future job growth, which will be accomplished through two strategic ventures: business retention and expansion, and business recruitment.

B.) **Goals:** The Program’s two strategic ventures are underpinned by four strategic supports that will define the TRC’s scope of economic development activities in 2021: workforce development, research, marketing and key relationship building.

**1. Workforce Development**

- a. In support of business retention and expansion, workforce development efforts will include efforts to reskill the local workforce to meet employer needs. TRC will implement recommendations from a displaced workers study funded by amounts already received from Tulsa County pursuant to the Coronavirus Relief Fund, as established by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”).
- b. In support of business recruitment, workforce development will include efforts to increase the number of residents with bachelor’s degrees. Because studies have shown that highly engaged college interns are more likely to become regional residents following graduation, this work will include hosting 200 interns in Tulsa during 2021.

**2. Research**

- a. In support of business retention and expansion, research activities will involve identifying local companies the most challenged by current conditions, as well as those with the best opportunities for growth. TRC will identify 500 companies that can benefit from its assistance, whether

that is help locating incentives, help overcoming infrastructure obstacles, workforce help, or other items of need.

- b. In support of business recruitment, research activities will involve identifying high-value project leads. TRC will identify leads from 500 companies through research and a supplier recruitment program, further building targeted industry clusters.
- c. The 500 companies identified for assistance and the 500 companies identified as leads will serve as the inputs into a funnel that continues through the next two strategic activities: marketing and key relationship building.

### **3. Marketing**

- a. In support of business retention and expansion, marketing efforts will target companies poised for growth. From the 500 existing companies with the best growth potential TRC identifies during the research stage, TRC will engage 400 of them to further explore their growth opportunities.
- b. In support of business recruitment, marketing efforts will target key out-of-state businesses and site selectors. From the 500 company leads TRC identifies during the research stage, TRC will engage 400 prospect companies to explore location opportunities.

### **4. Key Relationship Building**

- a. In support of business retention and expansion, TRC will build key relations with local companies to provide economic navigation services. From the 400 existing companies with which TRC engages during the marketing stage, TRC will identify 50 for which TRC will implement customized assistance plans.
- b. In support of business recruitment, key relationship building will focus on corporate location and investment decision-makers. From the 400 prospect companies with which TRC engages during the marketing stage, TRC will aggressively pursue 50 qualified leads.

**WHEREAS**, TRC will use the Program to provide specific economic development services for the benefit of Tulsa County (the "Services") during the term hereof and will report on such services to Tulsa County as set forth below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants to be kept and performed by the parties hereto and upon the provisions and conditions contained herein, Tulsa County and TRC agree as follows:

1. The term of this Agreement shall be from January 11, 2020 to and including June 30, 2021, unless earlier terminated in accordance with the provisions hereof.
2. All funds paid to TRC hereunder shall be used in relation to the Program for the benefit of Tulsa County. On or before June 1, 2021, TRC will provide evidence reasonably satisfactory to Tulsa

County that such funds were used in accordance with this Agreement. The TRC will submit quarterly reports to Tulsa County to show the progress made on the metrics and economic development initiatives.

3. TRC shall have sole control and authority to implement, manage, and operate the Program in such a manner as TRC deems advisable, including, without limitation, the right to utilize funds paid hereunder to subcontract with others for the performance of any Services. Notwithstanding the above, neither Party may assign this Agreement or any part thereof to any third party without the other Party's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned.
4. TRC shall punctually keep and maintain, on a generally recognized accounting basis during the term of the Agreement, and for four (4) years thereafter, true and accurate records showing costs and reasonable expenses incurred by TRC as a result of its performance under this Agreement. Upon written request from Tulsa County, TRC shall make available the accounting records kept and maintained as herein required at TRC's offices at a reasonable time and date.
5. For provision of the Services set forth herein, Tulsa County shall pay to TRC an amount equal to \$125,000. This amount shall be paid to TRC in two (2) installments of \$62,500, due on or before the following dates:

January 30, 2021 - \$62,500  
April 30, 2021 - \$62,500

Each such payment shall be made by check. In the event Tulsa County fails to make payment as required hereunder, TRC may: (i) cease further Services under the Agreement until payment is made and/or (ii) immediately terminate this Agreement in accordance with the provisions hereof without further obligation to Tulsa County and retain all funds previously paid hereunder.

6. This Agreement shall not be deemed or construed to create any relationship of joint venture or partnership between the parties or to grant to TRC any powers as an agent or representative of Tulsa County for any purpose to bind Tulsa County.
7. The Contract Administrator for Tulsa County shall be the duly acting and qualified Chairman of the Board of County Commissioners of the County of Tulsa. All notices, invoices, statements, demands, requests, consents, approvals, authorizations, agreements, or other communication which may be or are required to be given by either party hereto to the other shall be deemed to have been sufficiently given on the third day following the day on which the same are mailed by certified mail, postage pre-paid as follows:

If to Tulsa County:                      Chairman  
    Board of County Commissioners of the County of Tulsa  
    500 S. Denver  
    Tulsa, OK 74103

If to the TRC:                                      Nancy Carter  
    Vice President, Finance

Tulsa Regional Chamber  
One West Third Street, Suite 100  
Tulsa, OK 74103

TRC and Tulsa County may, by notice given hereunder, designate different parties or addresses to which subsequent notices, certificates or other communications shall be sent.

8. Termination

(A) In the event any portion of the Services required of TRC shall not be performed in accordance with this Agreement, Tulsa County may terminate this Agreement by providing written notice to TRC and no additional payments shall be made hereunder; provided that TRC shall be given thirty (30) days from the date of receipt of written notice to cure such deficiency before the termination becomes effective.

(B) None of the funds delivered by Tulsa County to TRC for the Program shall be used for: (a) the support of candidates or their campaigns for office either directly or indirectly through the use of any political action committee or other similar organization, or (b) for the direct or indirect use, benefit, or support of any sect, church, denomination, or system of religion, or for the use, benefit, or support of any priest, preacher, minister, or other religious teacher or dignitary, or sectarian institution as such. In the event TRC uses, directly or indirectly, any of the funds delivered to TRC by Tulsa County for the political or sectarian purposes described above, then this Agreement shall terminate immediately without any further notice or action and no additional payments shall be made hereunder. Any funds disbursed by TRC for either of the foregoing purposes, whether or not intentional, shall be promptly refunded to Tulsa County.

(C) Either Party may terminate this Agreement, for any reason whatsoever, with or without cause, upon written notice to the other at least thirty (30) days prior to any of the payment due dates set forth in Section 5 above. Provided that such written notice is timely given, the parties shall have no further obligation to one another beyond the date of the written notice.

(D) Notwithstanding termination of this Agreement pursuant to this Section 8, Tulsa County shall remain liable for past due payments due at the time of termination. In any event, TRC shall not be required to return any funds already paid hereunder.

(E) Notwithstanding any other terms of this Agreement, Tulsa County shall have no liability for any payments if sufficient funds have not been appropriated to fund those payments during the fiscal year.

9. TRC shall use all funds paid hereunder in relation to the Program and shall manage, operate, and implement the Program in a good and professional manner in accordance with applicable local, state, and federal law. NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED HEREIN, TRC DOES NOT WARRANT OR GUARANTEE THE RESULTS OF THE PROGRAM. TRC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH MAY BE APPLICABLE TO THE PROGRAM AND/OR THE SERVICES RENDERED HEREUNDER.

10. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder shall be a waiver thereof or preclude the exercise of any other or future right, power, privilege, or remedy.
11. Tulsa County shall not be in default in the performance of any of its obligations hereunder until Tulsa County shall have failed to perform such obligations for thirty (30) days or such additional time as is reasonably required to correct any such default, with subsequent written notice by TRC to Tulsa County specifying wherein Tulsa County has failed to perform any such obligations.
12. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall affect materially the rights of either party as set forth herein.
13. This Agreement expresses the entire understanding of the TRC and Tulsa County with each other concerning the subject matter hereof. Neither TRC nor Tulsa County has made or shall be bound by any agreement or any representation to the other concerning the subject matter hereof which is not expressly set forth in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by the TRC and Tulsa County.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies on the dates set forth below.

TULSA REGIONAL CHAMBER, INC.

Date: January 5, 2009 By: 

President

ATTEST:

  
Corporate Secretary

