

AGREEMENT

THIS AGREEMENT, made on this _____ day of _____, 2026, between the City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as the "City"), and the Norman Convention and Visitors Bureau, Inc., a not-for-profit corporation doing business as VisitNorman (hereinafter referred to as the "VisitNorman").

WHEREAS, an ordinance known as the "Norman Transient Guest Room Tax Ordinance" directs imposition within the City of an excise tax upon the gross proceeds derived from rents received from occupancy of hotel rooms with further direction that the taxes collected be set aside and used exclusively for purpose of encouraging promoting and fostering the convention and tourism development of the City; and

WHEREAS, City and VisitNorman agree that the promotion of arts and humanity activities are an important part of attracting tourists and conventions to the City; and

WHEREAS, the existence of adequate park facilities likewise fosters and encourages visitors to a city; and

WHEREAS, VisitNorman was formed for the sole purpose of promoting and fostering convention and tourism development in the City and as a result thereof has certain knowledge and expertise in this particular area of endeavor; and

WHEREAS, VisitNorman first contracted with the City to provide such services in 1993 and has operated since that time under an ongoing contract with the City; and

WHEREAS, the voters of Norman recently approved an increase in the Transient Guest Room Tax Rate from 8% to 10%, to be expended in furtherance of the purposes of the Ordinance and pursuant to agreements with VisitNorman and the Norman Arts Council; and

WHEREAS, it is the desire of the parties hereto that VisitNorman continue to provide such programs and services to the City as authorized in said Norman Transient Guest Room Tax Ordinance and in prior agreements VisitNorman and to utilize its facilities, employees, services and expertise as hereinafter provided.

THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants and conditions herein stated, and in consideration of the mutual benefits which will accrue to each of the parties hereof, the parties hereto agree as follows:

1. Operations. VisitNorman agrees to provide a qualified and competent staff to be assigned to the solicitation of conventions and tourism business for the City and in this connection to provide all the management and administrative services necessary to present a viable promotional program including but not limited to the gathering and dissemination of information and ideas, research, promotional programs, servicing conventions including all normal convention support services and equipment, represent local business, civic and hotel interests in negotiating with associations and other convention groups to preclude unreasonable demands and assist in the development and promotion of local activities and attractions designed to enhance City's tourist desirability. This

shall include administrative tasks required for national and state grant programs such as the State's Quality Events program.

- A. It is agreed that VisitNorman's operation under this Agreement shall be in accordance with the City's Code of Ordinances and applicable state law and its sole purpose shall be the promotion of convention and tourism within the City. The VisitNorman Board of Directors shall consist of a minimum of nineteen (19) voting members chosen generally from organizations and businesses within Norman that are significantly affected by convention and tourism activities in Norman. The City shall be represented on the Board as follows:
 - i. Two (2) Directors shall be nominated by the Mayor of the City of Norman and appointed by formal action of a majority of the City Council, and chosen generally from organizations and businesses within Norman that are significantly affected by convention and tourism activities in Norman.
 - ii. Two (2) Ex-Officio representatives as follows:
 - a) The Mayor of the City of Norman; or a City Councilmember of the City of Norman as appointed by the Mayor to serve in this role; and
 - b) The Director of Parks and Recreation for the City of Norman, or his or her designee;
- B. VisitNorman agrees to provide consulting services to assist City in creating and procuring welcoming messages and designs for use on City's light poles, contingent on VisitNorman Board approval and appropriation of funding. Consulting services under this provision include, but are not limited to, designing and procuring decorative street pole banners for City's use on its light poles. All services provided under this section shall conform to City policies, which may be updated from time to time. Final approval of any designs generated from this agreement are subject to final and sole approval of the City Manager or his or her designee. All designs and banners produced as a result of these services shall be property of the City.
- C. VisitNorman agrees to provide office space in Norman, Oklahoma, with same being used for the purpose of implementing said promotional programs as provided herein.
- D. VisitNorman agrees to provide all utility services, including telephone, and to further provide all stationary, postage, materials, supplies and equipment necessary for the purpose of this Agreement.
- E. VisitNorman understands and agrees that all persons working for VisitNorman under this Agreement shall be employees of VisitNorman and shall in no way be considered employees of the City. Should any liability arise under the Worker's Compensation Act of the State of Oklahoma due to injury of any employee of VisitNorman, the same shall be the sole liability of VisitNorman. VisitNorman agrees as part hereof to have in force and paid for Workers' Compensation insurance during any time that employees doing work for VisitNorman are covered by the Oklahoma Administrative Workers' Compensation Act.

- F. VisitNorman agrees to comply with all applicable competitive bidding statutes and ordinances with regard to contracts for the procurement of goods and services by VisitNorman.
- G. VisitNorman agrees to comply with the Oklahoma Open Meetings Act and Open Records Act to the extent each Act applies to private entities accepting public funding.
- H. VisitNorman agrees to prepare and submit to City for review a travel policy for all out-of-town travel by representatives of VisitNorman. Said policy shall provide in detail the amount to be paid and criteria for the reimbursement of or payment for travel expenses.

2. Reporting

- A. VisitNorman agrees to devote its best efforts to the City's interest and to endeavor in every way to make the promotion of the City as a convention and tourism center successful. VisitNorman understands and agrees that the establishment of objective criteria by which to judge VisitNorman's performance is necessary and an important part of this Agreement. As part of its reports to the City, and in any event no less than semi-annually, VisitNorman shall provide the City with the information set forth herein.
- B. VisitNorman shall provide a report to the City at least quarterly, with information that provides the City with a reasonably good understanding of the activities that VisitNorman has undertaken since the prior reporting, through efforts to encourage, promote, and foster the convention and tourism development of the City. Additionally, the VisitNorman shall present such information on an annual basis to the Norman Board of Park Commissioners. The information will provide the City with knowledge as to the VisitNorman's work in areas such as, but not limited to, the following:
 - i. Convention and Sports Activities and Performance Measures;
 - ii. Marketing and Communications Activities and Performance Measures;
 - iii. Group Tour Activities and Performance Measures;
 - iv. Funding efforts for Tourism and Promotion (such as the State of Oklahoma Quality Events program); and
 - v. The total return on investment, with such figures as may be related to visitor spending, convention sales and marketing/communications.
- C. VisitNorman shall furnish quarterly financial reports that include revenue and expense reports compared to budget and balance sheets covering the period and the year-to-date to the City. The year-end financial report submitted by VisitNorman to the City shall include an audited financial statement for the previous year. Said audited financial statement shall be furnished by VisitNorman to the City as soon as reasonably possible after the close of the previous fiscal year. These reports shall also be included in the annual report to the Norman Board of Park Commissioners.
- D. During each year of the contract, VisitNorman shall furnish to the City its completed Form 990 and any related schedules within 30 days of filing with the Internal Revenue Service.

3. Funding

- A. The parties hereto agree that of the sums collected from the Norman Transient Guest Room Tax, the City of Norman shall retain Four Percent (4%) to reimburse the City for its administrative costs involved in administering the tax and administering the contract. Of the remaining Ninety-Six Percent (96%), 50% shall be paid to VisitNorman as compensation for its services rendered during the term of the Agreement as set forth herein, less funding required to meet the unappropriated fund balance required by Section (3)(C) herein, and 25% shall be retained by the City for the Norman Parks Department.
 - i. Of the 50% portion of the tax revenues allocated to VisitNorman herein, \$150,000 shall be retained by VisitNorman each year and earmarked for special events, incentives to attract conferences or events, or Norman Forward-related capital projects. This funding may be accessed by the City or VisitNorman upon approval by the City Manager or his or her designee and the Executive Director of VisitNorman, provided funds will not be available from the room tax fund until appropriated by City Council. Any unspent portion of these funds shall carry over year-to-year.
- B. The City agrees to pay to VisitNorman the funds received in monthly increments during the terms of this Agreement based on tax revenues received by the City each month. Prior to May 1 of each year, VisitNorman shall prepare and submit to the City Council a detailed plan of work and integrated budget for Ninety-Five Percent (95%) of the estimated revenues of the next fiscal year. The City Council shall annually approve the budget and scope of services for VisitNorman as part of its annual budget approval process. The City's contribution to VisitNorman's estimated revenues shall be based upon the City Manager's estimate of revenues for the given year. VisitNorman may not spend funds until both the detailed annual plan of work and integrated budget are approved by the City Council. Funds will not be available from the room tax fund until appropriated by the City Council.
- C. Consistent with City ordinance and policy, each fiscal year of this Agreement, the City shall reserve an unappropriated operating reserve fund balance of eight percent (8%) from the tax revenues allocated to VisitNorman under the provisions herein.

4. Term of Agreement

- A. The terms of this Agreement shall be for a one-year period commencing on the 1st day of July, 2026, and shall terminate on the 30th day of June, 2027, provided, however, that this Agreement shall be self-executing for each new year, subject to the appropriation of funds by City Council, unless either party hereto, at least one hundred and eight-five (185) days prior to the renewal date, which date shall be the day, one year subsequent, as the commencement date as set forth above, gives notice of intent to terminate this Agreement, in writing, to the current operating address and Manager of the other party.
- B. In case VisitNorman herein enter into an arrangement or bankruptcy or receivership under the laws of the United States and/or any State, either voluntarily or not voluntarily, the City

may elect to declare the unexpired term of this Agreement cancelled as of the date of such event.

5. Integration. This Agreement represents the entire and integrated Agreement between the parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be changed by a written amendment executed by all parties.

6. Waiver. The Waiver by the City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of such term, condition or covenant or any subsequent breach of the same, or any other term, condition or covenant.

7. Modification. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.

8. Communications. Any communication required by this Agreement shall be made in writing to the address specified below:

VISITNORMAN: Dan Schemm, President and CEO
 424 W. Main Street
 Norman, Oklahoma 73069
 (405) 366-8095
 dan@visitnorman.com

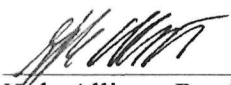
CITY: Jason Olsen, Director of Parks and Recreation
 225 N. Webster Avenue
 Norman, Oklahoma 73069
 (405) 366-5477
 Jason.Olsen@normanok.gov

9. Severability. Any provision of this contract which is hereafter found by a court of law or otherwise to be in conflict with the laws, rules, and/or regulations of the United States, State of Oklahoma or City of Norman shall be considered null and void. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent the contract is capable of execution.

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WITNESS our hands the 6th day of July, 2026, at Norman, Oklahoma.

NORMAN CONVENTION AND VISITORS' BUREAU, INC.

By: 
Kyle Allison, President

ATTEST:

Corporate Secretary

APPROVED this _____ day of _____, 2026, by the Norman City Council.

Stephen T. Holman, MAYOR

ATTEST:

Jamie Meyer, City Clerk

APPROVED as to form and legality this 10 day of July, 2026.


CITY ATTORNEY