City of Norman City Council Conference

Discussion Regarding
A Proposed Contract with
Cleveland County Economic Development Coalition

June 24, 2025



BACKGROUND

Norman Economic Development Coalition (NEDC) – established July 1, 1996, to promote and recruit new and existing business and industry for the City of Norman. *See* Contract No. K-9697-33.

- Original contract extended through June 30, 1997, and could be extended by mutual agreement for an additional twelve (12) month period.
- Amendment No. 1 to Contract No. K-9697-33 extended the terms and conditions through June 30, 1998, and updated the termination language.
- NEDC President & CEO Lawrence McKinney advised the Mayor, City Manager, and City Clerk that NEDC was being replaced by the Cleveland County Economic Development Coalition (CCEDC).
 - NEDC "dedicated to improving the quality of life of Norman residents through the creation and retention of jobs."
 - CCEDC "elevate the economy of Cleveland Couty for all citizens."



NEDC Contract No. K-9697-33, as amended

V.

Proposed CCEDC Contract



1. SCOPE OF SERVICES

A. The CCEDC will serve in an advisory and consultive role in support of the City's economic development objectives, including the production of economic impact reports and costbenefit analysis, as requested by the City Manager.

Comment – New Language.

B. The CCEDC will engage in industrial and business solicitation activities, the retention of existing businesses and industries, the retention and attraction of talent, and the incubation and acceleration of startup companies through the CCEDC annual business plan reviewed, adopted, and approved by the City Manager as a member of the Coalition Board of Directors.

Comment – similar to § 1(A) of Contract No. K-9697-33.

C. The CCEDC will produce marketing materials and promote City assets, properties, and businesses to the Oklahoma Department of Commerce and Site Selectors through various marketing channels, including www.SelectClevelandCounty.com, as well as state and national trade shows and events.



Comment – New Language.

1. SCOPE OF SERVICES

D. The CCEDC will endeavor to stimulate, encourage, and promote opportunities for collaboration and partnerships with the private sector, other Cleveland County cities, and Cleveland County, to achieve mutually beneficial outcomes.

Comment – similar to § 1(C) of Contract No. K-9697-33.

E. The CCEDC shall make such recommendations and reports to the City as it may deem necessary to further the objectives of the CCEDC and the City.

Comment – similar to § 1(E) of Contract No. K-9697-33.



2. TERM OF AGREEMENT

This initial Agreement shall begin on July 1, 2025, and end on June 30, 2026. This Agreement shall be renewed automatically, and the terms and provisions thereof shall continue in full force and effect for a twelve (12) month period, with provisions for automatic renewal to apply to each successive twelve (12) month period thereafter. However, this agreement is always subject to the annual appropriation of funds by the City.

Comment – similar to § 3 of Contract No. K-9697-33.



3. ADDITIONAL CONSIDERATIONS

A. Indemnification: As a private entity, the CCEDC shall indemnify and hold harmless the City and its agents and officers from any and all liability from any act performed by the CCEDC.

Comment – similar to § 3(A) of Contract No. K-9697-33.

B. Termination: Unless written notice of termination by the City is given at least 90 days in advance of the expiration of this annually renewing contract, it will continue in full force and effect for a twelve (12) month period, with provisions for automatic renewal to apply.

Comment – similar to § 2 of Amendment No. 1 to Contract No. K-9697-33.

C. Political Activities: The CCEDC will not utilize any funding to engage in political activities with the purpose of supporting or opposing a candidate or political party.

Comment – addressed in § 3(D) of Contract No. K-9697-33; deletes definition of "political activity," including but not limited to language regarding supporting or opposing a State and Local questions.



3. ADDITIONAL CONSIDERATIONS

D. Board Seat: In accordance with CCEDC bylaws, which require a Per Capita investment, the City of Norman is recognized as a Founding Member of the Coalition, at the Doppler Diamond Division, level. This level provides the City Manager a Board seat and Nominating Committee position for the duration of this agreement and any renewals, so long as the annual investment is appropriated.

Comment – New Language but addressed in 3rd Whereas Clause in Contract No. K-9697-33.

4. FUNDING

In exchange for CCEDC economic development services, the City agrees to invest the sum of \$1 per capita, based on the latest Census Bureau Projection (\$130,046 as of July 1, 2023), which is subject to annual approval and appropriation, payable within 30 days after executed agreement/renewal.



Comment – The original agreement required annual payments of \$75,000 each from the University, the City, and the Chamber. Amendment No. 2 to Contract No. K-9697-33 (July 27, 2004) increased this amount to \$100,000 per year. FYE 26 NEDC appropriation is \$125,000.

OMISSIONS

1. Does not include language in Amendment No. 1 to Contract No. K-9697-33:

NEDC shall report quarterly the status of its activities to the University, the City and the Chamber by providing a summary of its activities. In addition, NEDC shall furnish quarterly financial reports that include revenue and expense reports compared to budget and balance sheets covering the period and year to date.

2. Does not include language regarding annual audits set forth in § 3(B) of Contract No. K-9697-33:

A copy of the annual audit which is prepared by a firm of certified public accountants employed by NEDC shall be furnished on a timely basis to the University, the City and the Chamber.



CCEDC Contract (June 2025)





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