

CONTRACT AGREEMENT

This Agreement, effective the 1st day of July, 1996, by and between the University of Oklahoma, Norman, Oklahoma (hereinafter referred to as "University"), the City of Norman, a municipal corporation (hereinafter referred to as "City"), and the Chamber of Commerce, of Norman, Oklahoma, a non-profit corporation (hereinafter referred to as "the Chamber") and Norman Economic Development Coalition, Inc. an Oklahoma Not for Profit Corporation (hereinafter referred to as "NEDC").

WITNESSETH:

WHEREAS, the Board of Regents of the University of Oklahoma, the City Council of the City of Norman and the Board of Directors of the Chamber have previously approved the formation of Norman Economic Development Coalition, Inc. to serve as the economic development office for the City of Norman; and

WHEREAS, the University, City and the Chamber shall jointly fund NEDC; and

WHEREAS, the University, City and the Chamber have representatives who are corroborate members of the Board of Directors of NEDC;

WHEREAS, the University, City and the Chamber and their representatives on the Board of Directors of NEDC have a direct interest in the promotion and recruitment of new and existing business and industry for the City.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES

A. The NEDC will engage in industrial and business solicitation activities on behalf of the City, the Chamber and the University, in order to expand the economic base of Norman, Oklahoma, through the retention of existing business and industry and the attraction of new business and industry.

B. NEDC will recruit, promote and assist new and existing business and industry on behalf of the City of Norman to promote expansion and maintenance of the economic base of the City of Norman, Oklahoma.

C. The NEDC will endeavor to stimulate, encourage and promote opportunities to commercialize technology transfer from the University to private sector; creation of start-up companies; relocation of businesses which might offer consulting opportunities for faculty, jobs for students and faculty families, and collaborative research with faculty.

D. NEDC shall report quarterly the status of its activities to the University, the City and the Chamber by providing copies of minutes and financial reports.

E. NEDC shall make such recommendations to the University of Oklahoma, City of Norman and the Chamber as it may deem necessary to further the objectives of NEDC.

F. NEDC shall provide a plan of economic development to the University, the City and the Chamber by which it intends to promote the maintenance and expansion of the economic base of the City of Norman.

2. TERM OF AGREEMENT

This Agreement shall begin on July 1, 1996 and shall extend through June 30, 1997, at which time the agreement may be extended by mutual agreement of the parties for an additional twelve (12) month period. It is the intention of the parties that the agreement continue for a period of at least three (3) years.

3. ADDITIONAL CONSIDERATIONS

A. Indemnification. The NEDC shall indemnify and hold harmless the University, the City and the Chamber, and its agents and officers from any and all liability from any act performed by NEDC.

B. Audit. 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.

C. Termination. This contract may be terminated by any party in the event of a breach of the provisions contained herein by any party hereto.

D. The NEDC will not utilize any funding to engage in any political activity. Political activity as defined herein shall consist of engaging in an activity with the primary or incidental purpose of supporting or opposing a candidate or political party or the supporting or opposing of a State or Local Question.

4. FUNDING

A. The University, the City and the Chamber each agree to contribute the sum of \$75,000.00 per year contingent upon the appropriation of funds on an annual basis by the governing bodies.

B. Board of Directors of NEDC shall provide to the University, the City and the Chamber, a copy of the annual budget approved by the Board of Directors of NEDC.

5. EXECUTION AND COUNTERPARTS

It is understood and agreed that this agreement may be executed in counterparts by the parties hereto.

EXECUTED and adopted upon motion duly made, seconded and passed this 23 day of August, 1996, for the University of Oklahoma.

BOARD OF REGENTS, UNIVERSITY OF
OKLAHOMA

BY: David L. Boren
President

APPROVED by the City Attorney this 8th day of August, 1996.

BY: [Signature]
City Attorney

EXECUTED and adopted upon motion duly made, seconded and passed this 13th day of August, 1996, for the City of Norman.

CITY OF NORMAN, A MUNICIPAL CORPORATION

BY: [Signature]
Mayor

EXECUTED and adopted upon motion duly made, seconded and passed this 23 day of August, 1996, for the Norman the Chamber.

CHAMBER OF COMMERCE OF NORMAN, OKLAHOMA

BY: James E. Jasaway
President

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Inc. EXECUTED and adopted upon motion duly made, seconded and passed this day of Aug., 1996, for the Norman Economic Development Coalition,

NORMAN ECONOMIC DEVELOPMENT COALITION, INC.

BY: Richard A. Green

Reg/Cont/K-9697-33

**Amendment No. 1 to
Contract No. K-9697-33**

This Amendment is made and entered into this 24th day of June, 1997, by and between the University of Oklahoma, Norman, Oklahoma (hereinafter referred to as "the University"), the City of Norman, a municipal corporation (hereinafter referred to as "the City"), and the Chamber of Commerce of Norman, Oklahoma, a non-profit corporation (hereinafter referred to as "the Chamber"), and Norman Economic Development Coalition, Inc., a Oklahoma Not for Profit Corporation (hereinafter referred to as "NEDC")

WITNESSETH THAT:

WHEREAS, the University, the City, the Chamber, and NEDC entered into Contract No. K-9697-33 on the 13th day of August, 1996, for the purpose of promoting and recruiting new and existing businesses and industries to the City of Norman.

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein, it is stipulated and agreed between the parties as follows:

1. That Contract No. K-9697-33 and all its terms and conditions, is hereby extended from this amendment's approval date to expire on June 30, 1998.
2. Unless written notice of termination is given by the University, the City, the Chamber or NEDC at least ninety (90) days prior to the expiration date of this contract amendment, the contract 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, subject to the appropriation of funds by the City of Norman and the University of Oklahoma and subject to continuing collection by the Chamber of Commerce of Norman, Oklahoma, of funds from voluntary contribution.
3. That Section 1. Scope of Services Paragraph D, of Contract No. K-9697-33 shall be amended to read as follows:

"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."

IN WITNESS WHEREOF, the parties hereto have set their official names and signatures, on the day as set out below.

EXECUTED and adopted this 24th day of August, 1997, for the University of Oklahoma.

UNIVERSITY OF OKLAHOMA

BY: _____

David Boren, President

ATTEST:

Wanda Boren
Secretary

APPROVED by the City Attorney this 30th day of June 1997.

BY: [Signature]
City Attorney

EXECUTED and adopted upon motion duly made, seconded and passed this 24th day of June 1997, for the City of Norman.

CITY OF NORMAN, A MUNICIPAL CORPORATION

BY: [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

EXECUTED and adopted upon motion duly made, seconded and passed this 19th day of May, 1997, for the Norman Chamber of Commerce.

CHAMBER OF COMMERCE OF NORMAN, OKLAHOMA

BY: [Signature]
President

ATTEST:

[Signature]
Secretary

EXECUTED and adopted upon motion duly made, seconded and passed this 8th day of July, 1997, for the Norman Economic Development Coalition, Inc.

NORMAN ECONOMIC DEVELOPMENT COALITION, INC.

BY: [Signature]

ATTEST:

[Signature]
Secretary

**Amendment No. 2 to
Contract No. K-9697-33**

This Amendment is made and entered into this 27th day of July, 2004, by and between the University of Oklahoma, Norman, Oklahoma (hereinafter referred to as "the University"), the City of Norman, a municipal corporation (hereinafter referred to as "the City"), and the Chamber of Commerce of Norman, Oklahoma, a non-profit corporation (hereinafter referred to as "the Chamber"), and Norman Economic Development Coalition, Inc., a Oklahoma Not for Profit Corporation (hereinafter referred to as "NEDC")

WITNESSETH THAT:

WHEREAS, the University, the City, the Chamber, and NEDC entered into Contract No. K-9697-33 on the 13th day of August, 1996, for the purpose of promoting and recruiting new and existing businesses and industries to the City of Norman.

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein, it is stipulated and agreed between the parties as follows:

1. That Section 4. Funding Paragraph A, of Contract No. K-9697-33 shall be amended to read as follows:

"The University, the City and the Chamber each agree to contribute the sum of \$100,000.00 per year contingent upon the appropriation of funds on an annual basis by the governing bodies."

IN WITNESS WHEREOF, the parties hereto have set their official names and signatures, on the day as set out below.

EXECUTED and adopted this 20 day of July, 2004, for the University of Oklahoma.

UNIVERSITY OF OKLAHOMA

BY: David Boren
David Boren, President

ATTEST:

Debra Skinner
Asst. Secretary

APPROVED by the City Attorney this 21st day of July, 2004.

BY: [Signature]
City Attorney

EXECUTED and adopted upon motion duly made, seconded and passed this 27th day of July, 2004, for the City of Norman.

CITY OF NORMAN, A MUNICIPAL CORPORATION

BY: Harold Haraban
Mayor

ATTEST:

Mary Hatley
City Clerk

EXECUTED and adopted upon motion duly made, seconded and passed this 20 day of July, 2004, for the Norman Chamber of Commerce.

CHAMBER OF COMMERCE OF NORMAN, OKLAHOMA

BY: Jed Orel
President

ATTEST:

Ken G. Allen
Secretary

EXECUTED and adopted upon motion duly made, seconded and passed this 20th day of July, 2004, for the Norman Economic Development Coalition, Inc.

NORMAN ECONOMIC DEVELOPMENT COALITION, INC.

BY: Bob Brown CHAIRMAN

ATTEST:

Pat Lander Brown
Secretary

**Amendment No. 3 to
Contract No. K-9697-33**

THIS AMENDMENT is made and entered into this 8th day of July, 2008, by and between the University of Oklahoma, Norman, Oklahoma (hereinafter referred to as "the University"), the City of Norman, a municipal corporation (hereinafter referred to as "the City"), and the Chamber of Commerce of Norman, Oklahoma, a non-profit corporation (hereinafter referred to as "the Chamber"), and Norman Economic Development Coalition, Inc., an Oklahoma Not for Profit Corporation (hereinafter referred to as "NEDC")

WITNESSETH THAT:

WHEREAS, the University, the City, the Chamber, and NEDC entered into Contract No. K-9697-33 on the 13th day of August, 1996, for the purpose of promoting and recruiting new and existing businesses and industries to the City of Norman.

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein, it is stipulated and agreed between the parties as follows:

1. That Section 4. Funding Paragraph A, of Contract No. K-9697-33 shall be amended to read as follows:

"The University, the City and the Chamber each agree to contribute the sum of \$125,000.00 per year contingent upon the appropriation of funds on an annual basis by the governing bodies."


IN WITNESS WHEREOF, the parties hereto have set their official names and signatures, on the day as set out below.

EXECUTED and adopted this 27th day of June, 2008, for the University of Oklahoma.


UNIVERSITY OF OKLAHOMA

BY: 
David Boren, President

ATTEST:


Debra Skinner, Assistant Secretary
Of The University of Oklahoma

APPROVED by the City Attorney this 30 day of June, 2008.

BY: 
City Attorney

EXECUTED and adopted upon motion duly made, seconded and passed this 8th day of July, 2008, for the City of Norman.

CITY OF NORMAN, A MUNICIPAL CORPORATION

BY: May Caberley
Mayor Pro Tem

ATTEST:

Brenda Hall
City Clerk

EXECUTED and adopted upon motion duly made, seconded and passed this 27th day of June, 2008, for the Norman Chamber of Commerce.

CHAMBER OF COMMERCE OF NORMAN, OKLAHOMA

BY: Michael J. Bergery
President

ATTEST:

Sandra L. Longcrier
Secretary

EXECUTED and adopted upon motion duly made, seconded and passed this 25th day of June, 2008, for the Norman Economic Development Coalition, Inc.

NORMAN ECONOMIC DEVELOPMENT
COALITION, INC.

BY: Lois Lawler Brown
Name: Lois Lawler Brown
Title: NEDC Board Chair

ATTEST:

Jan Duma
Secretary

**Amendment No. 4 to
Contract No. K-9697-33**

THIS AMENDMENT is made and entered into this 23rd day of June, 2009, by and between the Board of Regents of the University of Oklahoma, Norman, Oklahoma (hereinafter referred to as "the University"), the City of Norman, a municipal corporation (hereinafter referred to as "the City"), the Chamber of Commerce of Norman, Oklahoma, a non-profit corporation (hereinafter referred to as "the Chamber"), the Moore Norman Technology Center, Norman, Oklahoma (hereinafter referred to as "MNTC"), and **Norman Economic Development Coalition, Inc.**, an Oklahoma Not for Profit Corporation (hereinafter referred to as "NEDC").

WITNESSETH THAT:

WHEREAS, the University, the City, the Chamber and NEDC entered into K-9697-33 on the 13th day of August 1996, for the purpose of promoting and recruiting new and existing businesses and industries to the City of Norman; and

WHEREAS, the University, the City, the Chamber and NEDC desire to expand the partnership established by K-9697-33 by including the Moore Norman Technology Center in said partnership.

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein, it is stipulated and agreed between the parties as follows:

1. That Section 1. Scope of Services shall be amended in pertinent part to read as follows:

- A. The NEDC will engage in industrial and business solicitation activities on behalf of the City, the Chamber, the University and MNTC, in order to expand the economic base of Norman, Oklahoma, through the retention of existing business and industry and the attraction of new business and industry.

- D. NEDC shall report quarterly the status of its activities to the University, the City, MNTC, 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.

- E. NEDC shall make such recommendations to the University, the City, MNTC, and the Chamber as it may deem necessary to further the objectives of NEDC.

- F. NEDC shall provide a plan of economic development to the University, the City, MNTC, and the Chamber by which it intends to

promote the maintenance and expansion of the economic base of the City of Norman.

2. That Section 2. Term of Agreement shall be amended to read as follows:

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, subject to the appropriation of funds by the City, the University, MNTC, and subject to continuing collection by the Chamber of funds from voluntary contributions.

3. That Section 3. Additional Considerations shall be amended in pertinent part to read as follows:

A. Indemnification. The NEDC shall indemnify and hold harmless the University, the City, MNTC, and the Chamber, and its agents and officers from any and all liability from any act performed by NEDC.

B. Audit. 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, MNTC, and the Chamber.

4. That Section 4. Funding shall be amended to read as follows:

A. The University, the City, MNTC, and the Chamber each agree to contribute the sum of \$125,000.00 per year contingent upon the appropriation of funds on an annual basis by the governing bodies.

B. Board of Directors of NEDC shall provide to the University, the City, MNTC and the Chamber, a copy of the annual budget approved by the Board of Directors of NEDC.

IN WITNESS WHEREOF, the parties hereto have set their official names and signatures, on the day set out below.

UNIVERSITY OF OKLAHOMA

EXECUTED and adopted this 4th day of June, 2009, for the Board of Regents of the University of Oklahoma.

BY: David Boren
David Boren, President

ATTEST: Debra Skinner

Debra Skinner, Assistant Secretary
Of The University of Oklahoma

CITY OF NORMAN, A MUNICIPAL CORPORATION

EXECUTED and adopted upon motion duly made, seconded and passed this 23rd day of June, 2009, for the City of Norman, Oklahoma.

BY: Cindy Rosenthal
Mayor Cindy Rosenthal

ATTEST: Brenda Hall
City Clerk

APPROVED by the City Attorney this 8 day of June, 2009.

CHAMBER OF COMMERCE OF NORMAN, OKLAHOMA

EXECUTED and adopted upon motion duly made, seconded and passed this 2nd day of June, 2009, for the Chamber of Commerce of Norman, Oklahoma.

BY: Cindy Mosher
President

ATTEST: James S. Culver
Secretary

MOORE-NORMAN TECHNOLOGY CENTER

EXECUTED and adopted this ____ day of _____, 2009, for Moore-Norman Technology Center.

BY: John Jones
President

ATTEST: _____

NORMAN ECONOMIC DEVELOPMENT COALITION, INC.

EXECUTED and adopted upon motion duly made, seconded and passed this 27 day of May, 2009, for the Norman Economic Development Coalition, Inc.

BY: Myeun Yulha
NEDC Board Chair

ATTEST: [Signature]
Secretary