

RESOLUTION NO. 2015-04-23A

A RESOLUTION OF THE OVERTON CITY COUNCIL AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF OVERTON (“THE CITY”) AND THE OVERTON MUNICIPAL DEVELOPMENT DISTRICT DEVELOPMENT (“OMDD”) AS APPROVED BY THE OMDD BOARD ON MARCH 12, 2015 (EXHIBIT A), AND AUTHORIZING THE EXECUTION AN AGREEMENT BETWEEN THE CITY OF OVERTON (“THE CITY”) AND THE OVERTON ECONOMIC DEVELOPMENT CORPORATION (“OEDC”) AS APPROVED BY THE OEDC BOARD ON APRIL 7, 2015 (EXHIBIT B), FOR THE CITY TO PROVIDE ADMINISTRATIVE AND FINANCIAL SUPPORT SERVICES TO THE OMDD AND THE OEDC.

WHEREAS, the Mayor and City Council of Overton are charged with oversight of the OMDD Board and the OEDC Board and required by law to ensure that OEDC and OMDD sales tax revenues are appropriately and properly accounted for; and

WHEREAS, the OMDD and the OEDC do not employ a full-time staff dedicated to promoting business development and economic growth within the City; however, there is a need for someone to manage some of the ministerial duties that are required from time to time; and provide financial services on a continuing basis as well as contracting legal and professional accounting services when needed; and

WHEREAS, the City has staff available to provide these functions on an as needed basis; and

WHEREAS, the OMDD met on March 12, 2015 to consider and take action on the execution of said agreement and the OEDC met on April 7, 2015 to contract with the City to provide administrative and financial support services to both Boards in return for a monthly fee as stated in said agreements.

NOW, THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT:

The City Council of the City of Overton ratifies and approves the following duly executed agreements between the City of Overton and the OMDD (Exhibit A) and the OEDC (Exhibit B).

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS 23RD DAY OF APRIL, 2015.



CITY OF OVERTON



C.R. Evans, Jr., Mayor

ATTEST:



Rachel Gafford, City Secretary

APPROVED AS TO FORM AND LEGALITY:



Blake Thompson, City Attorney

EXHIBIT A

**AGREEMENT BETWEEN THE OVERTON MUNICIPAL DEVELOPMENT DISTRICT
AND
CITY OF OVERTON, TEXAS**

STATE OF TEXAS }
COUNTIES OF }
RUSK & SMITH }

THIS AGREEMENT is made and entered into this 12th day of March , 2015, between the Overton Municipal Development District, (hereinafter "OMDD") and the City of Overton, Texas (hereinafter "the City").

WITNESSETH:

WHEREAS, the OMDD Board, recognizing the need for continued development of the economic base of the community is a municipal purpose, wishes to provide for a coordinated effort to encourage, promote, and foster the economic development of the community; and

WHEREAS, the Mayor and City Council of Overton are charged with oversight of the OMDD and required by law to ensure that OMDD sales tax revenues are appropriately and properly accounted for; and

WHEREAS, the OMDD as currently constituted does not employ full-time staff dedicated to promoting business development and economic growth within the City; manage some of the ministerial duties that are required from time to time; and provide financial services on a continuing basis as well as contracting legal and professional accounting services when needed; and

WHEREAS, the City has staff available to provide these functions on an as needed basis; and

WHEREAS, the parties agree that these goals can best be accomplished through contracting certain administrative functions under the terms and conditions outlined hereinafter:

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereto, as well as to the public good of all the citizens of Overton, the parties have agreed and do hereby agree as follows:

1. THE CITY WILL:

A. Provide qualified and competent staff for administrative support activities for the OMDD Board providing all management and administrative services necessary for the Board to function.

B. Be responsible for the management of administrative support functions including but not limited to, finance, accounting, project management, preparation of required annual reports including an Annual Budget and Strategic Plan, contracting legal and annual audit services, all carried out under the terms of this agreement. The City Manager or the Manager's designate shall be responsible for the routine operations of economic development activities and the general supervision and management of the business affairs under this Agreement.

C. Operate the programs hereunder for the general public good for the promotion of business, industry and trade within the City.

D. To the extent allowed by law, indemnify the OMDD and hold it harmless from any and all claims, suits, demands and causes of action resulting from the acts or failure to act of any agent, servant or employee of the City, or any other person pursuant to this Agreement. Provide Board members with ERRORS and OMISSIONS LIABILITY COVERAGE with limits of liability in the amount of \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate.

E. Provide a monthly report within 30 days of the ending of each month showing the activity of the OMDD hereunder and specifically listing the expenditure of the funds provided hereunder, showing the vendor's name; the item or service purchased; a short explanation; and the dollar amount.

F. Assist the OMDD in preparation of an on-going three year plan for the economic development of the Community. This three-year plan will be incorporated into the OMDD's program of action in succeeding future years and monitored and updated annually throughout the life of this Agreement.

G. Make its books and financial records concerning the funds expended under this agreement available to the OMDD Board for inspections and review and audit. The CITY will, as part of its financial services to the OMDD, provide an annual report and accounting of all expenditures of the OMDD.

THE OMDD WILL compensate the CITY for services rendered pursuant to this Agreement in the sum of \$800.00 per month for the term of this Agreement. Such funds to be expended only under the terms, conditions and restrictions and for the purposes specifically set forth in this Agreement. Payments shall be conditioned upon the OMDD's timely receipt of these reports of the CITY set forth in item E and F above.

OMDD AND CITY JOINTLY AGREE:

A. That all persons working for the CITY under this Agreement shall be employees of the City, subject to its exclusive management and control, and shall in no way be considered employees of the OMDD; and that any liability which might arise under the Worker's Compensation Law of the State of Texas due to any injury of any employee of the City shall be the sole liability of the City.

B. That this contract is not assignable.

C. That this Agreement shall continue in force and the payments hereunder shall continue until October 1, 2015, at which time it will be terminated or renewed under terms approved by the OMDD.

WITNESS OUR HANDS THIS 12th DAY OF March, 2015.



THE CITY OF OVERTON, TEXAS
A MUNICIPAL CORPORATION

BY CR Evans, Jr.
CR Evans, Mayor

ATTEST: Charles Cunningham
Charles Cunningham, City Manager

OVERTON MUNICIPAL DEVELOPMENT DISTRICT

BY Robert Heath
Robert Heath, President of the Board



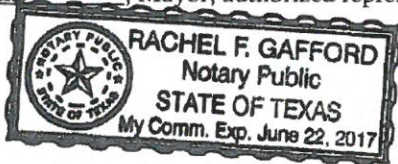
ATTEST:
Dennis M. Priddy
Dennis, M. Vice President/ Secretary

STATE OF TEXAS)
) ss.
COUNTY OF RUSK)

THE STATE OF TEXAS §

COUNTY OF RUSK §

This instrument was acknowledged before me on the 12th day of March, 20 15, by CR Evans, Mayor, authorized representative for the City of Overton.



Rachel F. Gafford
NOTARY PUBLIC, STATE OF TEXAS

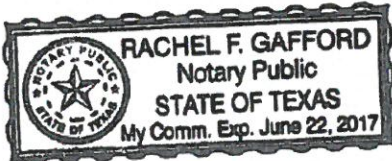
Rachel F Gafford
Printed Name

My Commission Expires: 06/22/2017

THE STATE OF TEXAS §

COUNTY OF RUSK §

This instrument was acknowledged before me on the 12th day of March, 20 15, by Charles Cunningham, City Manager, authorized representative for the City of Overton.



Rachel F. Gafford
NOTARY PUBLIC, STATE OF TEXAS

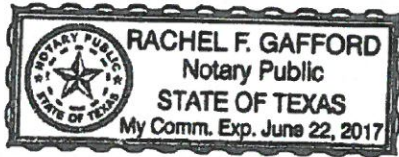
Rachel F Gafford
Printed Name

My Commission Expires: 06/22/2017

THE STATE OF TEXAS §

COUNTY OF RUSK §

This instrument was acknowledged before me on the 12th day of March, 20 15, by Robert Heath, **President of the Board**, authorized representative for the Overton Municipal Development District.



Rachel F. Gafford
NOTARY PUBLIC, STATE OF TEXAS

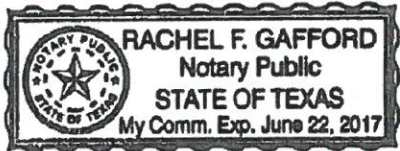
Rachél F Gafford
Printed Name

My Commission Expires: 06/22/2017

THE STATE OF TEXAS §

COUNTY OF RUSK §

This instrument was acknowledged before me on the 12th day of March, 20 15, by Dennis M. Piercy, **Vice president/Secretary of the Board**, authorized representative for the Overton Municipal Development District.



Rachel F. Gafford
NOTARY PUBLIC, STATE OF TEXAS

Rachél F Gafford
Printed Name

My Commission Expires: 06/22/2017

EXHIBIT B

AGREEMENT BETWEEN THE OVERTON ECONOMIC DEVELOPMENT CORPORATION
AND THE CITY OF OVERTON, TEXAS

STATE OF TEXAS §
COUNTIES OF §
RUSK & SMITH §

THIS AGREEMENT is made and entered into this 7th day of April, 2015, between the Overton Economic Development Corporation (hereinafter "OEDC") and the City of Overton, Texas (hereinafter "the City").

WITNESSETH:

WHEREAS, the OEDC Board, recognizing the need for continued development of the economic base of the community is a municipal purpose, wishes to provide for a coordinated effort to encourage, promote, and foster the economic development of the community; and

WHEREAS, the Mayor and City Council of Overton are charged with oversight of the OEDC and required by law to ensure that OEDC sales tax revenues are appropriately and properly accounted for; and

WHEREAS, the OEDC as currently constituted does not employ full-time staff dedicated to ; managing some but not all of the administrative duties that are required from time to time; and providing financial services on a continuing basis as well as contracting legal and professional accounting services when needed; and

WHEREAS, the City has staff available to provide these functions on an as needed basis; and certain administrative functions under the terms and conditions outlined hereinafter;

NOW THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereto, as well as to the public good of all the citizens of Overton, the parties have agreed and do hereby agree as follows;

1. THE CITY WILL:

- A. Provide qualified and competent staff for administrative support activities for the OEDC Board providing management and administrative services necessary for the Board to function with the exception of, duties performed by the Executive Secretary which are covered under and defined in the By-Laws of the OEDC.

- B. Be responsible for the management of administrative support functions including but not limited to, finance, accounting, project management, preparation of required annual reports including an Annual Budget, contracting legal and annual audit services, all carried out under the terms of this Agreement.
- C. To the extent allowed by law, indemnify the OEDC and hold it harmless from any and all claims, suits, demands and causes of action resulting from the acts or failure to act on any agent, servant or employee of the City, or any other person pursuant to this Agreement.
- D. Provide a monthly report within thirty (30) days of the ending of each month showing the activity of the OEDC hereunder and specifically listing the expenditure of the funds provided hereunder, showing the vendor's name; the item or service purchased; a short explanation; and the dollar amount.
- E. Make its books and financial records concerning the funds expended under this Agreement available to the OEDC for inspection and review and audit. The City will, as a part of its financial services to the OEDC, provide an annual report and accounting of all expenditures of the OEDC.

2. THE OEDC WILL:

Compensate the CITY for services rendered pursuant this Agreement in the sum of one thousand (\$1,000.00) per month, for the term of this Agreement payable in six (6) monthly installments, such funds to be expended only under the terms, conditions and restrictions and for the purposes specifically set forth in this Agreement. Payments shall be conditioned upon the OEDC's timely receipt of these reports of the CITY set forth in items D and E above.

3. OEDC AND CITY JOINTLY AGREE:

- A. That all persons working for the CITY under this Agreement shall be employees of the City, subject to its exclusive management control, and shall in no way be considered employees of the OEDC; and that any liability which might arise under the Worker's Compensation Law of the State of Texas due to any injury of any employee of the City shall be the sole liability of the City.
- B. That this contract is not assignable.
- C. That this Agreement shall continue in force and the payments hereunder shall continue until September 30, 2015. The Agreement may be terminated by either party with thirty (30) days written notice.

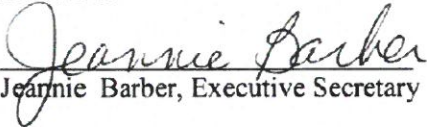
WITNESS OUR HANDS THIS 13th DAY OF April, 2015.

FOR:

OVERTON ECONOMIC DEVELOPMENT CORPORATION A NONPROFIT CORPORATION

BY 
Philip Cox, President of the Board

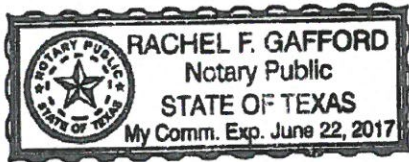
ATTEST:


Jeannie Barber, Executive Secretary

THE STATE OF TEXAS §

COUNTY OF RUSK §

This instrument was acknowledged before me on the 13th day of April, 20 15, by Philip Cox, **President of the Board**, authorized representative for the Overton Economic Development Corporation.



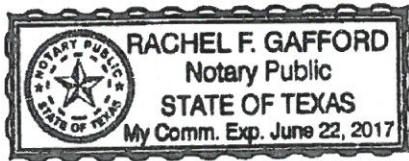

NOTARY PUBLIC, STATE OF TEXAS

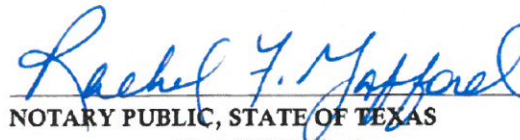
Rachel F Gafford
Printed Name
My Commission Expires: 06/22/2017

THE STATE OF TEXAS §

COUNTY OF RUSK §

This instrument was acknowledged before me on the 13th day of April, 20 15, by Jeannie Barber, **Executive Secretary**, authorized representative for the Overton Economic Development Corporation.




NOTARY PUBLIC, STATE OF TEXAS

Rachel F Gafford
Printed Name
My Commission Expires: 06/22/2017

WITNESS OUR HANDS THIS 23RD DAY OF April, 2015.

FOR: THE CITY OF OVERTON, TEXAS A MUNICIPAL CORPORATION

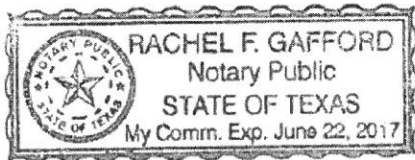
BY C.R. Evans, Jr.
C.R. Evans, Jr., Mayor

ATTEST:
Charles Cunningham
Charles Cunningham, City Manager

THE STATE OF TEXAS §
COUNTY OF RUSK §

This instrument was acknowledged before me on the 23RD day of April, 2015 by
C. R. Evans Jr., Mayor, authorized representative for the City of Overton.

Rachel Gafford
NOTARY PUBLIC, STATE OF TEXAS

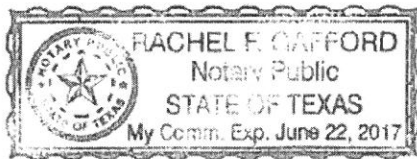


Rachél F Gafford
Printed Name
My Commission Expires: 06/22/2017

THE STATE OF TEXAS §
COUNTY OF RUSK §

This instrument was acknowledged before me on the 23RD day of April, 2015 by
Charles Cunningham, City Manager, authorized representative for the City of Overton.

Rachel Gafford
NOTARY PUBLIC, STATE OF TEXAS



Rachél F Gafford
Printed Name
My Commission Expires: 06/22/2017