

RESOLUTION NO. 2015-09-17C

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

STATE OF TEXAS §

COUNTY OF RUSK §

THIS AGREEMENT is made and entered into this 10th day of September, 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 ministerial 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

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 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 OMDD.

- 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 on any agent, servant or employee of the City, or any other person pursuant to this Agreement. Provide the 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 thirty (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 programs 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 for inspection and review and audit. The City will, as a part of its financial services to the OMDD, provide an annual report and accounting of all expenditures of the OMDD.

2. THE OMDD WILL:


Compensate the CITY for services rendered pursuant this Agreement in the sum of eight hundred (\$800.00) per month, for the term of this Agreement payable in twelve (12) 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 OMDD's timely receipt of these reports of the CITY set forth in items E and F above.

3. 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 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 September 30, 2016. The Agreement may be terminated by either party with thirty (30) days written notice.

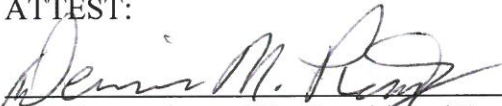
WITNESS OUR HANDS THIS 10th DAY OF September, 2015.

OVERTON MUNICIPAL DEVELOPMENT DISTRICT, A NONPROFIT CORPORATION



 Robert Heath, President of the Board

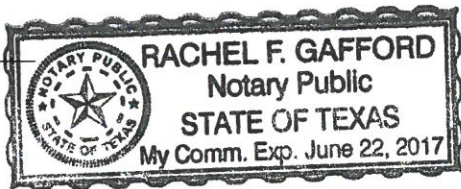
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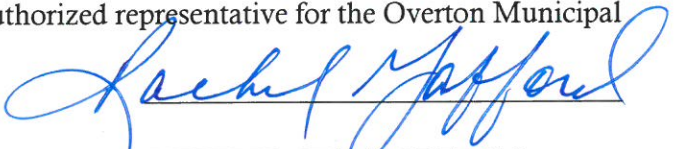


 Dennis M. Piercy, Vice President / Secretary

THE STATE OF TEXAS §
 COUNTY OF RUSK §

This instrument was acknowledged before me on the 10th day of September, 2015, by Robert Heath President of the Board, authorized representative for the Overton Municipal Development District.

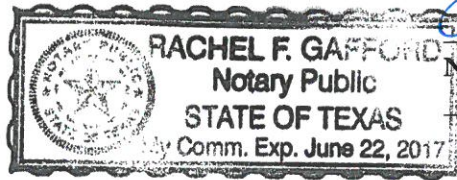


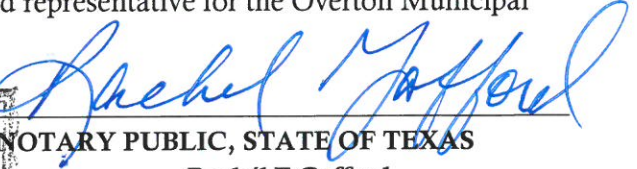


NOTARY PUBLIC, STATE OF TEXAS
Rachél F Gafford
 Printed Name
 My Commission Expires: 06/22/2017

THE STATE OF TEXAS §
 COUNTY OF RUSK §

This instrument was acknowledged before me on the 10th day of September, by Dennis M. Piercy, Vice President / Secretary, authorized representative for the Overton Municipal Development District.

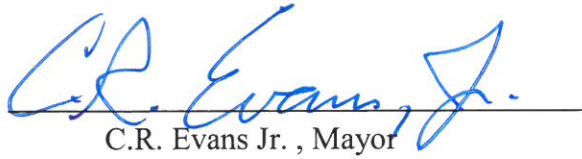




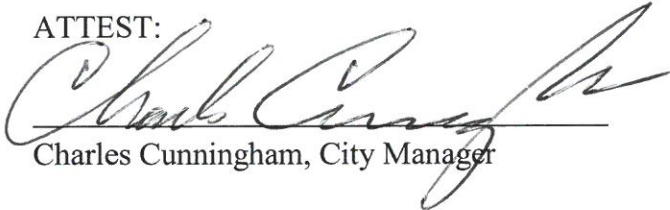
NOTARY PUBLIC, STATE OF TEXAS
Rachél F Gafford
 Printed Name
 My Commission Expires: 06/22/2017

WITNESS OUR HANDS THIS 17th DAY OF September, 2015.

THE CITY OF OVERTON, TEXAS; A MUNICIPAL CORPORATION


C.R. Evans Jr., Mayor

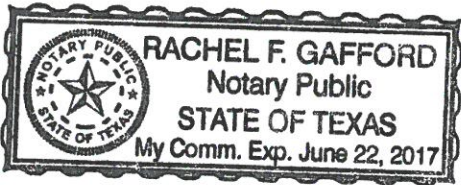
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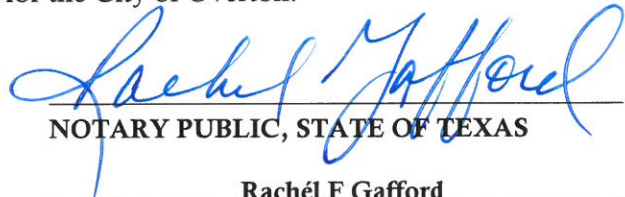

Charles Cunningham, City Manager

THE STATE OF TEXAS §

COUNTY OF RUSK §

This instrument was acknowledged before me on the 17th DAY OF September by C. R. Evans Jr., Mayor, authorized representative for the City of Overton.




NOTARY PUBLIC, STATE OF TEXAS

Rachél F Gafford

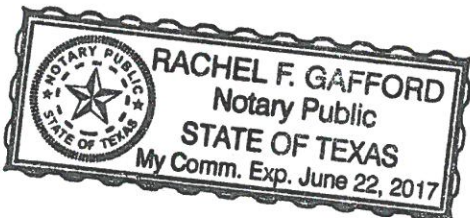
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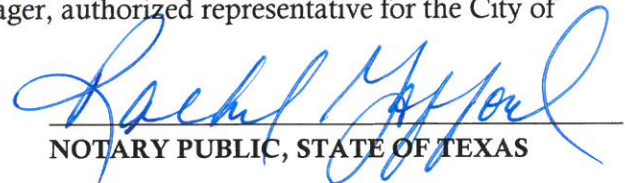
My Commission Expires: 06/22/2017

THE STATE OF TEXAS §

COUNTY OF RUSK §

This instrument was acknowledged before me on the 17th DAY OF September, 2015 by Charles Cunningham, City Manager, authorized representative for the City of Overton.




NOTARY PUBLIC, STATE OF TEXAS

Rachél F Gafford

Printed Name

My Commission Expires: 06/22/2017