

RESOLUTION NO. 6018

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A SPECIAL SERVICES AGREEMENT (EXHIBIT B)
BETWEEN THE CITY OF TULSA AND THE TULSA DEVELOPMENT
AUTHORITY FOR TAX INCREMENT
FINANCING (TIF) DISTRICT ADMINISTRATION**

WHEREAS, the Board of Commissioners of the Tulsa Development Authority (TDA) has determined a need exists for a certain Services Agreement between the City of Tulsa (City) and TDA; and,

WHEREAS, the Board of Commissioners has, at its August 14, 2014 board meeting (Resolution No. 5997), previously approved the execution of a Services Agreement, including Exhibit B (Special Projects Agreement), with the City; and,

WHEREAS, the Board of Commissioners has, at its October 9, 2014 board meeting approved the execution of a revised Services Agreement, including Exhibit B (Special Projects Agreement), with the City; and,

WHEREAS, a Special Project Agreement (Exhibit B to the said Services Agreement) for the TDA to provide administration services for various City TIF districts has been successfully negotiated with the City in the form attached hereto; and,

WHEREAS, it has been determined to be in the best interest of the TDA that the Chairman be authorized to execute the said Special Project Agreement with City for the TDA to provide administration services for various City TIF districts, in the form attached hereto.

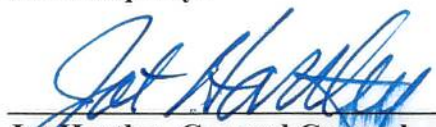
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TULSA DEVELOPMENT AUTHORITY, that:

Section 1. The Board of Commissioners of the Tulsa Development Authority does hereby approve the said Special Project Agreement with the City for the TDA to provide administration services for various City TIF districts and authorizes its Chairman to execute said Special Project Agreement with City in the form attached hereto.

Section 2. This Resolution shall take effect immediately.

PASSED and ADOPTED this 9th day of October, 2014.

**Approved as to legal form
and adequacy:**



Jot Hartley, General Counsel
The Hartley Law Firm, PLLC

TULSA DEVELOPMENT AUTHORITY

By: 

Julius Pegues, Chairman

Exhibit B to Services Agreement Between the City of Tulsa and Tulsa Development Authority

Special Projects Agreement

The purpose of this agreement effective the ____ day of _____, 20__ ("Special Project Agreement") is to outline roles and responsibilities of each the City of Tulsa (City) and Tulsa Development Authority (TDA) for the successful execution of a specific project. This Special Project Agreement is subject to the provisions of the Services Agreement between the parties dated ____ day of October, 2014, which addresses the day to day operations and relationship between the parties ("Services Agreement"). Rates and services associated with this Special Project Agreement shall be as specifically outlined and agreed to in this document. In the event of a conflict between this Special Project Agreement and the Services Agreement, the terms of this Special Project Agreement shall control.

Project Title: TIF (Tax Increment Financing) District Administrator

Project Location: Various- described in attached ordinances

- TIF District #1 -Brady Village (ordinance #18104 / December 1993)
- TIF District #2 –Central Park (ordinance #18215 / June 1994)
- TIF District #3 -Tulsa Technology (ordinance #19628 / September 1999)
- TIF District #4-North Peoria (ordinance #20387 / July 2002)
- TIF District #5-Blue Dome (ordinance #20618 / July 2003)

Current Property Owner: N/A

Description:

Through ordinances establishing each TIF District listed above, the TDA is assigned all administration and implementation responsibilities. Responsibilities Include (but may not be limited to); coordination of projects with property owners and/or associations representing owners within the respective TIF Districts; ensuring projects are Implemented in accordance with adopted plans and all applicable regulations; managing the application and review process for consideration of projects for eligibility of TIF support and maintaining necessary documentation related to each TIF district as pertains to projects as well as financial performance.

Services to be provided:

All aspects of project coordination, working with government associations and private developers/property owners within each district, project development, project review and approval, Implementation oversight of TIF funded projects. The TIF Administrator is responsible for development and execution of any necessary policies and procedures for carrying out these responsibilities.

The duration of each TIF district is established through the respective adopting ordinances as may be amended.

Compensation Structure: Compensation to TDA for services rendered shall be computed and payable as follows:

PAYMENT FOR SERVICES PROVIDED BY TDA WITH RESPECT TO CITY OWNED AND/OR FUNDED PROJECTS AND PROPERTIES

1.1 TDA shall provide services to City, as requested by City under the terms of this Special Projects Agreement. Each TDA employee, agent and contractor (TDA staff) providing services to City on behalf of TDA under this Agreement, including, but not limited to, administrative personnel, legal, engineering and accounting, shall provide to City on a quarterly basis:

1. An invoice identifying the tasks and services performed for City during the previous calendar quarter.
2. The invoice shall state the number of hours of service provided to TDA by each TDA employee, agent and contractor and identify the specific project and tasks for which the services were provided on a daily basis.
3. The invoice will also state the hourly rate of pay, as well as rates for fringe benefits and administrative costs, of each TDA employee, agent and contractor providing services to City, as well as a subtotal of hours and cost (rate times hours) provided on behalf of this special project for such previous quarter.
4. A schedule of rates and services for TDA staff for the term of this special project agreement is attached (Exhibit A).

1.2 Each TDA staff member providing services to City shall prepare a daily log of time spent on this special project. The log shall identify the specific project, the specific task(s) performed by the TDA staff member with respect to the project on that day, and the amount of time (rounded to one sixth (1/6) of an hour increments) spent on each task. The daily logs shall be maintained by the TDA by project name and number and made available to City for review by City.

1.3 The Executive Director of TDA shall be responsible for reviewing the accuracy of the invoices and daily logs of TDA staff and assuring that the required information with a request to bill is provided to the City Finance Department in a timely manner each quarter to allow for timely invoicing by TDA to City. The TDA Executive Director's time fulfilling the tasks under this Section 1.3 shall not be charged to City.

1.4 City shall review and authorize payment for invoiced charges for services provided under Section 1.1 above within thirty days of receipt of an invoice for such services. City reserves the right to question or dispute charges in accordance with section 1.5 below.

1.5 In the event that City has questions regarding any invoiced charges, the Director, or designee, of the department for which services have been provided and invoiced by TDA shall contact the Executive Director of TDA. The Executive Director of TDA shall determine the propriety of the charges, authorize appropriate adjustment of the charges, if any, and notify the Director, or designee, of TDA of his/her determination. In the event that the Director, or designee, has further questions or concerns regarding the invoiced charges, he/she shall contact the Executive Director of TDA within ten (10) days of receipt of the Executive Director of TDA's determination to arrange a meeting to resolve the concerns.

1.6 In the event that charges for services provided by TDA staff are payable from another dedicated funding source(s) for this special project, TDA shall be paid for services rendered from such other dedicated funding source(s) instead of from the applicable City Department (i.e. TIF District Administration).

Changes to this agreement must be in the form of a contract amendment executed by both parties.

This agreement was approved by the Tulsa Development Authority Board of Directors by Resolution on the ____ day of _____, 2014(attached).

**Tulsa Development Authority,
an Oklahoma urban renewal authority,**

Julius Pegues, Chairman

Date

Approved as to form:

Jot Hartley, General Counsel
Tulsa Development Authority

City of Tulsa, a municipal corporation,

Dewey Bartlett, Mayor

Date

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Approved:

Director
_____ Department, City of Tulsa

I:\tda\cot- tda services agreement\2014 - services agreement - 2014 version\exhibit b to svc agrmnt - cot & tda v2 w tif projects 9-23-24.docx