

CITY OF ARDMORE OKLAHOMA
Office of the City Manager

Council Letter No. 5467
Meeting Date: June 20, 2022

Mayor and City Commission
City of Ardmore, Oklahoma

RE: Memorandum of Understanding by and between the City of Ardmore and the Ardmore Development Authority to Provide an Operations Officer for Airport Facilities

Dear Commission Members:

Staff requests the City Commissioners approve the Memorandum of Understanding (MOU) between the City of Ardmore (CITY) and the Ardmore Development Authority (ADA). The MOU is entered into by the CITY and the ADA for the purpose of setting forth the responsibilities and duties of the parties with respect to the services of the operations officer provided under contract with Pro-Tec concerning services provided to the Ardmore Downtown Executive Airport.

The operations officer will be providing shared services to the Ardmore Downtown Executive Airport the CITY agrees to pay to ADA the sum of \$28,000.00 annually in twelve (12) equal installments as reimbursement for the shared service of the operations officer. Said payments to commence on July 1, 2022 and terminate on June 30, 2023.

Staff recommends approval of the Memorandum of Understanding between the City of Ardmore and the Ardmore Development Authority.

Respectfully submitted,



Kevin Boatright
City Manager



THE CITY OF
ARDMORE, OKLAHOMA



**MEMORANDUM OF UNDERSTANDING
CITY OF ARDMORE, OKLAHOMA &
ARDMORE DEVELOPMENT AUTHORITY**

This Agreement is made and entered into this ___ day of _____, 2022, by and between the Ardmore Development Authority (ADA), acting by and through its governing body, hereinafter referred to as ADA, and the City of Ardmore acting by and through its governing body, hereinafter referred to as (CITY), both of Carter County, State of Oklahoma,

WITNESSETH:

WHEREAS, this Agreement is made under the authority of applicable State Statutes, City of Ardmore Charter and local ordinances; and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and,

WHEREAS, this Agreement is entered into by the City and the ADA for the purpose of setting forth the responsibilities and duties of the parties with respect to the services of the operations officer provided under contract with Pro-Tec concerning services provided to the Downtown Executive Airport.

NOW THEREFORE, the CITY and ADA agree as follows:

Section 1. The ADA agrees to pay all the costs associated with the contract for Pro-Tec to provide an operations officer for airport facilities.

Section 2. Since the operations officer will be providing shared services to the Ardmore Downtown Executive Airport the CITY agrees to pay to ADA the sum of \$28,000 annually payable in 12 equal installments as reimbursement for the shared service of the operations officer.. Said payments to commence on July 1, 2022 and terminate on June 30, 2023.

Section 4. Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein.

CITY OF ARDMORE, OKLAHOMA

ARDMORE DEVELOPMENT AUTHORITY


Mayor



Chair

ATTEST:

City Clerk

ATTEST:


Secretary *William P. Murphy*