



orange county, texas
preserving resources :: developing the future

2018-2019

Membership Structure

New member requests are reviewed by the Board of Directors. Potential new members will be contacted regarding the date and time of such review. Payment is due upon Board approval.

| PER CAPITA MEMBER (MUST BE A GOVERNMENTAL OR PUBLICLY FUNDED ORGANIZATION) | |
|---|---|
| Membership Dues: | Based on population and per capital percentage |
| Benefits: | Representation on Board of Directors (2 Votes) |
| | Eligible to hold office on Board of Directors |
| | Inclusion in all closed sessions |
| | Personal notification of all EDC activities including public hearings, EDC Board Meetings, Reinvestment Zone Hearings, Abatement Application Requests |
| | Invitation to join the Orange County EDC at the annual Economic Outlook Forum |
| | Recognition on newly designed OCEDC Website |
| | Participation in Committees as established |
| ADVISORY MEMBER (MUST BE A GOVERNMENTAL OR PUBLICLY FUNDED ORGANIZATION) | |
| Membership Dues: | \$5000 |
| Benefits: | Representation on Board of Directors (1 Vote) |
| | Inclusion in all closed sessions |
| | Personal notification of all EDC activities including public hearings, EDC Board Meetings, Reinvestment Zone Hearings, Abatement Application Requests |
| | Invitation to join the Orange County EDC at the annual Economic Outlook Forum |
| | Recognition on newly designed OCEDC Website |
| | Participation in Committees as established |
| ASSOCIATE MEMBER (OPEN TO ALL ORGANIZATIONS AND INDIVIDUALS) | |
| Membership Dues: | \$1000 |
| Benefits: | Personal notification of all EDC activities including public hearings, EDC Board Meetings, Reinvestment Zone Hearings, Abatement Application Requests |
| | Invitation to join the Orange County EDC at the annual Economic Outlook Forum |
| | Recognition on newly designed OCEDC Website |
| | Participation in Committees as established |



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Membership Application

Date: _____

Membership Type:

- Per Capita Member (Government and Publicly Funded)
- Advisory Member (Government and Publicly Funded)
- Associate Member (Private Entities and Individuals)

Organization: _____

Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Reason for joining: _____

Representative Signature

OCEDC Signature

Member benefits are outlined in the attached memo. Members will be required to sign a confidentiality and conflict of interest statement prior to joining. Dues will be invoiced in September of each year for an October fiscal year start. Members joining mid-year may have organizational dues pro-rated pending Board approval.

Return to: 123 S. 6th Street, Orange, Texas, 77630 or Email to: jhill@orangecountyedc.com

Orange County Economic Development Corporation

Conflict of Interest Policy

Orange County Economic Development Corporation (OCEDC) Conflict of Interest Policy These guidelines and policies are, by design, general in nature and are not intended to be all inclusive.

Article I Purpose

The purpose of this policy is to protect the Orange County Economic Development Corporation, Inc.'s (the OCEDC) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a director, officer or employee of the OCEDC or might result in a possible excess benefit transaction. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II Definitions

For purposes of this policy each of the following terms shall have the meaning set forth herein unless the content clearly indicates otherwise:

Interested Person

Any director, principal officer, employee, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a) An ownership or investment interest in any entity with which the OCEDC has a transaction or arrangement,
- b) A compensation arrangement with the OCEDC or with any entity or individual with which the OCEDC has a transaction or arrangement, or
- c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the OCEDC is negotiating a transaction or arrangement.
- d) A financial interest is not necessarily a conflict of interest. Under article II, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Significant and/or Substantial Value

No director, member of a committee with governing board delegated powers, principal officer or employee may accept a gift of any type with a market value in excess of fifty dollars (\$50). The aggregate value of gifts from one source accepted by a director, member of a committee with governing board delegated powers, principal officer or employee may not exceed seventy-five dollars (\$75) within a calendar year.

Compensation

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

OCEDC

Orange County Economic Development Corporation

Board

The term "board" shall refer to the OCEDC Board of Directors.

Article III

Board/Employee Guidelines

3.1 Board of Directors Guidelines:

- a) No Board member shall have any relationships or engage in any activities which might conflict or give the appearance of conflicting with the proper performance of Board duties or responsibilities or which might affect his or her independence or judgment with respect to transactions between the OCEDC and the Board member's other activities.
- b) No Board member or a person related to a Board member in the first degree by consanguinity or affinity shall have a significant financial interest (10% or more of total ownership), either directly or indirectly, in any business organization which deals with the OCEDC either as a supplier or as a customer of the OCEDC without prior specific approval of the Board of Directors.
- c) No Board member or a person related to a Board member in the first degree by consanguinity or affinity shall lease, rent or sell any kind of facility or equipment, material, service or other resource to the OCEDC or to any company or individual doing business with the OCEDC as a supplier or contractor without prior specific approval of the Board of Directors.
- d) No Board member or a person related to a Board member in the first degree by consanguinity or affinity shall provide any managerial, consulting or similar service to any outside concern who does business with the OCEDC, either as a supplier or as a customer of the OCEDC, unless prior specific approval is obtained from the Board of Directors.
- e) No Board member shall convert to personal use any OCEDC asset.
- f) No Board member or a person related to a Board member in the first degree by consanguinity or affinity shall offer or receive any direct or indirect bribe, kickback or any other payment or transfer of value from any person or organization conducting business with the OCEDC. Gifts shall be given only to the extent that they are properly authorized by the Board of Directors and are not contrary to applicable law and ethical standards.
- g) No Board member or a person related to a Board member in the first degree by consanguinity or affinity shall seek or accept any gift of significant value including but not limited to trips, travel and hunting; accept private discount or preferential treatment from suppliers, customers, or competitors; or accept payments, fees, privileges, opportunities, loans (except at conventional terms from banks or other lending institutions) or other favors from any group, person, or organization doing or seeking to do business with the OCEDC. Letters shall be periodically forwarded by the President/CEO of OCEDC to all suppliers informing them of our policies concerning gifts and soliciting their understanding.
- h) It is acknowledged in connection with this policy that certain common courtesies and remembrance of nominal value, occasional meals, and reasonable entertainment appropriate to the business relationship and associated with business decisions are widely accepted as common business practices and may be accepted as such by Board members and their families. Gifts in the form of cash, gift certificates, stocks, bonds, options or similar items shall not be accepted, regardless of value.

3.2 Employees Guidelines:

- a) No employee shall have any relationships or engage in any activities which might conflict or give the appearance of conflicting with the proper performance of OCEDC duties or responsibilities or which might affect his or her independence or judgment with respect to transactions between the OCEDC and the employee's other activities.
- b) No employee or a person related to an employee in the first degree by consanguinity or affinity shall have a significant financial interest (10% or more of total ownership), either directly or indirectly, in any business organization which deals with either as a supplier or as a customer of the OCEDC without prior specific approval of the Board of Directors.
- c) No employee or a person related to an employee in the first degree by consanguinity or affinity shall lease, rent or sell any kind of facility or equipment, material, service or other resource to the OCEDC or to any company or individual doing business with the OCEDC as a supplier or contractor without prior specific approval of the Board of Directors.
- d) No employee or a person related to an employee in the first degree by consanguinity or affinity shall provide any managerial, consulting or similar service to any outside concern who does business with the OCEDC, either as a supplier or as a customer unless prior specific approval is obtained from the Board of Directors.
- f) No employee or a person related to an employee in the first degree by consanguinity or affinity shall offer or receive any direct or indirect bribe, kickback or any other payment or transfer of value. Gifts shall be given only to the extent that they are properly authorized by the OCEDC Board of Directors and are not contrary to applicable law and ethical standards.

g) No employee or a person related to an employee in the first degree by consanguinity or affinity shall seek or accept any gift of significant value including but not limited to trips, travel and hunting; accept private discount or preferential treatment from suppliers, customers, or competitors; or accept payments, fees, privileges, opportunities, loans (except at conventional terms from banks or other lending institutions) or other favors from any group, person, or organization doing or seeking to do business or competing with the OCEDC. Letters shall be periodically forwarded by the President/CEO of OCEDC to all suppliers informing them of our policies concerning gifts and soliciting their understanding.

h) It is acknowledged in connection with this policy that certain common courtesies and remembrance of nominal value, occasional meals, and reasonable entertainment appropriate to the business relationship and associated with business decisions are widely accepted as common business practices and may be accepted as such by employees and their families. Gifts in the form of cash, stocks, bonds, options or similar items shall not be accepted, regardless of value.

Article IV Procedures

4.1. Duty to Disclose

In connection with any actual or possible conflict of interest, a director, officer or employee of OCEDC must disclose in writing the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board of Directors the proposed or actual transaction or arrangement.

4.2. Proof of a Conflict of Interest

After disclosure of the conflict of interest and all material facts, and after any discussion with the interested person, he/she shall leave the board meeting while the determination of a conflict of interest is discussed and voted upon. The Board members shall decide if a conflict of interest exists.

4.3. Procedures for Addressing Conflict of Interest

a) The Board of Directors shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

b) After exercising due diligence, the Board of Directors shall determine whether the OCEDC can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

c) If another transaction or arrangement is not reasonably possible under circumstances that will not produce a conflict of interest, the board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the OCEDC's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4.4. Violations of the Conflicts of Interest Policy

a) If the Board has reasonable cause to believe a member or employee has failed to disclose actual or possible conflicts of interest, it shall inform the member or employee of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b) If, after hearing the member's or employee's response and after making further investigation as warranted by the circumstances, Board determines the member or employee has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action which may include but is not limited to cancellation of membership in the OCEDC or termination of the employee as appropriate.

Article V Records of Proceedings

The minutes of the board shall contain:

a) The names of the persons who disclosed or otherwise were found to have a connection with an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article VI Compensation

- a) A voting member of the Board who receives compensation, directly or indirectly, from the OCEDC for services is precluded from voting on matters pertaining to that member's compensation.
- b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the OCEDC for services is precluded from voting on matters pertaining to that member's compensation.
- c) No voting member of the board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the OCEDC either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VII Annual Statements

Each director, principal officer and employee, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a) Has received a copy of the conflicts of interest policy.
- b) Has read and understands the policy.
- c) Has agreed to comply with the policy, and

Article IX Use of Outside Experts

When conducting the periodic reviews as provided in Article VIII, the OCEDC may use outside advisors. If outside experts are used, their use shall not relieve the board of its responsibility for ensuring periodic reviews are conducted.

I have received a copy of the Orange County Economic Development Corporation, Inc.'s Conflict of Interest Policy.

I have read and I understand the policy.

I agree to comply with the policy.

I understand the Orange County Economic Development Corporation, Inc. is a tax-exempt trade association and in order to maintain its federal tax exemption it must engage in activities which accomplish one or more of its tax-exempt purposes.

Printed Name

Signature

Date

Orange County Economic Development Corporation Confidentiality Agreement

In consideration of volunteer position participating in Orange County Economic Development Corporation (OCEDC) programs, the Undersigned agrees as follows:

1. The Undersigned agrees that for and during the entire term of volunteer position at OCEDC, and thereafter as long as necessary to assure confidentiality, any information, financial data, personal files of staff, board members and volunteers, learned by undersigned, shall be considered and kept as the private and privileged records and property of OCEDC.
2. Confidential information shall not be divulged to any person, firm, corporation or other entity except on the direct written authorization of the undersigned's supervisor and/or the Board of Directors of OCEDC.
3. Upon the ending of a volunteer position, the Undersigned agrees that he or she will continue to treat the Information as private and privileged and will not release any such information to any person, firm, corporation, or other entity, by written or verbal statements except upon direct written authority of the Board of Directors of OCEDC. Failure to maintain the Information as private and privileged will be considered a breach of this Agreement.
4. The Undersigned agrees to abide by OCEDC's internal confidentiality procedures and protections regarding the access, dissemination, input and collection of confidential and private information with regard to data collection, OCEDC records, E-mail, Internet, facsimiles and other methods of transferring or recording information.
5. All information relating in any manner to OCEDC's participants or organization, whether prepared by the Undersigned or otherwise coming into the Undersigned's possession, shall be the exclusive property of OCEDC and shall be returned immediately to OCEDC upon termination of the Undersigned's employment or volunteer position or upon OCEDC's request at any time.
7. This agreement shall be governed by the law of the State of Texas without reference to its conflict of laws, provisions and any dispute resolved in Orange County, Texas..
8. If all or any portion of any of the provisions of this Agreement shall be declared invalid, illegal or unenforceable by laws applicable hereto, then the performance of the offending provision or provisions shall be excused by the parties and such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

The undersigned has read and voluntarily signs the confidentiality agreement.

Volunteer Printed Name

Organization

Volunteer Signature

Date