



Post Office Box 9010 Addison, Texas
75001-9010
5300 Belt Line Road
(972) 450-7000 Fax: (972) 450-7043

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

6:00 PM

October 22, 2013

TOWN HALL

**5300 BELT LINE RD., ADDISON, TX 75254 6:00PM WORK
SESSION; 7:30PM REGULAR MEETING**

WORK SESSION

- WS1 Discussion regarding the proposed sales tax reallocation agreement between the Town and Alpha Services Corporation.
- WS2 Discussion of the Town's Airport Strategic Plan.

REGULAR MEETING

Pledge of Allegiance

R1 Announcements and Acknowledgements regarding Town and Council Events and Activities

Introduction of Employees

Discussion of Events/Meetings

R2 Consent Agenda.

2a Approval of the Minutes for the October 8, 2013 Work Session and Regular Council Meeting.

Attachments

Oct. 8, 2013 Minutes

2b Approval of a sales tax reallocation agreement between the Town and Alpha Services Corporation.

Attachments

Alpha Penalty Waiver Request - Draft

Alpha Services Offer - Draft

2c Approval of an ordinance amending the 2013-2014 service agreement of Larry Dwight as presiding municipal judge of the Addison Municipal Court of Record, increasing the judge's annual rate of pay from \$97,068.40 to \$117,503.36.

Attachments

Judge Ordinance

Judge Amendment

FY14 MLS - Courts

2d Approval of an annual contract with Dallas County Health & Human Services for selected public health services.

Attachments

Cover letter from Dallas Co.

Proposed contract

Attachments

2e Approval of a contract with the Trinity River Authority (TRA) for Environmental Protection Agency (EPA) required services.

Attachments

TRA Cover Letter
Proposed Contract with TRA
Fee Schedule

2f

Approval of (i) Contracts for Services between the Town of Addison and the following non-profit agencies: Metrocrest Family Medical Clinic, Metrocrest Chamber of Commerce, The Family Place, Metrocrest Social Services, CONTACT Crisis Line, LaunchAbility, United Basketball League - Texas Wranglers, Dance Council, WaterTower Theatre, and Addison Arbor Foundation, and (ii) an Agreement for the Use of the Addison Theatre Centre between the Town of Addison and each of Water Tower Theatre, subject to the final review and approval of the City Manager and City Attorney.

Attachments

FY13-14 Funding Levels
2014 Non Profit Contracts

Regular Items

R3

Discussion and consideration of approval of a contract with Rodney Hand & Associates Marketing Communications, LP for the production of Addison the Magazine of the North Dallas Corridor and Addison and The North Dallas Corridor Visitors Guide in the amount of \$111,000 for a one year period with four annual renewals.

Recommendation:

Administration recommends approval.

Attachments

Addison Magazine Proposal - V2
Addison Magainze - Exhibit B
Addison Magazine Agreement - Draft

R4

Presentation, discussion and consideration of approval authorizing the City Manager to enter into a Professional Service Agreement with Pyles Whatley Corporation to provide Real Estate Appraisal services for required easement acquisition related to the undergrounding of utilities on Belt Line Road for an amount not to exceed \$113,000.

Recommendation:

Administration recommends approval.

Executive Session

ES1

Closed (executive) session of the City Council, pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

Regular Items Continued

R5

Consideration of any action regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

Adjourn Meeting

Posted:

Chris Terry, 10/18/13, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.
PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Combined Meeting

WS1

Meeting Date: 10/22/2013

AGENDA CAPTION:

Discussion regarding the proposed sales tax reallocation agreement between the Town and Alpha Services Corporation.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

Council Goals: Mindful stewardship of Town Resources.

Combined Meeting

WS2

Meeting Date: 10/22/2013

AGENDA CAPTION:

Discussion of the Town's Airport Strategic Plan.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

Council Goals: Create raving fans of the Addison Experience.
Maintain and enhance our unique culture of creativity and innovation.
Create a vision for the airport to maximize the value
Brand Protection and Enhancement

Combined Meeting

2a

Meeting Date: 10/22/2013

AGENDA CAPTION:

Approval of the Minutes for the October 8, 2013 Work Session and Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

Council Goals: N/A

Attachments

Oct. 8, 2013 Minutes

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

October 8, 2013

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254 | 6:00pm Work Session |

7:30pm Regular Meeting

Upstairs Conference Room

Present: Arfsten; Clemens; DeFrancisco; Gunther; Meier; Moore; Resnik

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

October 8, 2013

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254 | 6:00pm

Work Session | 7:30pm Regular Agenda

Chris Terry, 06/21/13, 5:00pm

WORK SESSION

WS1

Discussion of the Town's Airport Strategic Plan.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Introduction of Employees

Discussion of Events/Meetings

Consent Agenda

R2a

Approval of the Minutes for the September 3, 2013 Work Session and Special Council Meeting.

Motion made by Clemens, Seconded by Arfsten

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Passed

R2b

Approval of the Minutes for the September 24, 2013 Work Session and Regular Council Meeting.

Motion made by Clemens, Seconded by Arfsten

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Passed

R2c

Council approval is requested for the purchase of (1) 2014 MICU Ambulance, (1) 2014 Ford F-650 Dump Truck, (2) 2014 1Ton Service Trucks, (4) $\frac{3}{4}$ Ton Service Trucks, (1) $\frac{1}{2}$ Ton Service Truck and (4) Utility vehicles under the Town's Inter-local Agreement with the Texas Local Government Purchasing Cooperative - known as BuyBoard and the Houston Galveston Area Council of Government known as HGAC in the amount of \$445,691.22.

Motion made by Clemens, Seconded by Arfsten

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Passed

Regular Items

R3

Presentation, discussion, and consideration of an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town by providing for a Meritorious Exception to Article IV. Requirements for Specific Signs, Division 3, Attached Signs, Sec. 62-162. Premises signs, Item (c) at Chamberlains Steak & Chop House located at 5334 Belt Line Rd.

Lynn Chander, Building Official, presented this item. Richard Chamberlain, Chef/Proprietor, and Jeff Barker, Director of Operations/Proprietor, both with Chamberlain's Steak and Chop House, spoke on this item.

Motion made by Meier, Seconded by Clemens

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Meier,
Moore, Resnik

Passed

R4

Appointment of a Member to the Planning and Zoning Commission.

Council approved the nomination of John Olivier, Council Member DeFrancisco's appointee, to the Planning and Zoning Commission.

Motion made by DeFrancisco, Seconded by Meier

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Meier,
Moore, Resnik

Passed

R5

Presentation, discussion, and consideration of approval of an ordinance amending the Town's Annual budget for the fiscal year ending September 30, 2013.

Recommendation:

Administration recommends approval.

Eric Cannon, Chief Financial Officer, presented this item. Mark Acevedo, Director of General Services, spoke on this item.

Motion made by DeFrancisco, Seconded by Arfsten

Voting AYE: Arfsten, Clemens, DeFrancisco, Gunther, Meier,
Moore, Resnik

Passed

Adjourn Meeting

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

AGENDA CAPTION:

Approval of a sales tax reallocation agreement between the Town and Alpha Services Corporation.

FINANCIAL IMPACT:

The Town would collect approximately \$353,846.50 in reallocated sales tax from the Comptroller's Office. Of the reallocated funds we would use approximately \$46,302.03 to reimburse Alpha Services Corporation for any incremental rate liabilities (tax, penalty and/or interest) assessed by the Comptroller as a result of the filing of the Reallocation Request letter due to Alpha Services Corporation collecting/reporting local sales taxes from customers that were located in jurisdictions with a total local rate of less than 2%.

BACKGROUND:

In recognition of Alpha Services Corporation's cooperation in gaining past local sales tax compliance by filing the Reallocation Request Letter with the Texas Comptroller prior to October 20, 2013, the Town of Addison will, in conjunction with the Town's receipt of local sales tax reallocated by the Comptroller to the Town pursuant to the Letter, reimburse Alpha Services Corporation for any incremental rate liabilities (tax, penalty and/or interest) assessed by the Comptroller as a result of the filing of the Reallocation Request letter due to Alpha Services Corporation collecting/reporting local sales taxes from customers that were located in jurisdictions with a total local rate of less than 2%.

Alpha Services Corporation will provide the Town of Addison with copies of the Notices of Tax Due statements from the Comptroller and the Town of Addison will provide Alpha Services Corporation with a check to cover the total payments prior to Alpha Services Corporation paying the Comptroller. Alpha Services Corporation will provide copies to the Town of Addison of all payments made to the Comptroller. Should there be any additional interest due as a result of the timing of the above transactions; the Town of Addison will issue a check to Alpha Services Corporation for the remaining balance paid by Alpha Services Corporation.

RECOMMENDATION:

Administration recommends approval.

Council Goals:

Attachments

Alpha Penalty Waiver Request - Draft

Alpha Services Offer - Draft

October 22, 2013

Mr. Tom Malone
Revenue Accounting
Texas Comptroller of Public Accounts
P. O. Box 13528, Capitol Station
Austin, Texas 78711-3528

Re: Alpha Services Corporation
Taxpayer No. 17520405345

Dear Mr. Malone:

PENALTY WAIVER REQUEST

Alpha Services Corporation will be filing a Reallocation Request with you in order to correctly report local sales/use taxes. It is our understanding that there will be additional taxes and interest due from Alpha Services Corporation.

In recognition of Alpha Services Corporation's commitment to comply with Texas Tax Laws and its willingness to go back and correctly report the local sales/use taxes on a voluntary basis, the Town of Addison respectfully requests the Texas Comptroller to waive any/all penalties that might be applicable from the processing of the Reallocation Request.

If you have any questions concerning this matter, please feel free to contact me at (972) 450-7050.

Thank you for your attention and assistance with this matter!

Sincerely,

Eric Cannon, CPA
Chief Financial Officer
Town of Addison

cc: Bob Bearden, Texas Comptroller of Public Accounts
Jane Tapken, Alpha Services Corporation
Chris Yeary, MuniServices, LLC

October 22, 2013

Ms. Jane Tapken, President
Alpha Services Corporation
4535 Sunbelt Dr., Ste. A
Addison, TX 75001

Dear Ms. Tapken,

The Town of Addison wishes to thank you and your tax department for working with our representatives from MuniServices, LLC in determining proper Texas local sales/use tax sourcing for Alpha Services Corporation.

In recognition of Alpha Services Corporation's cooperation in gaining past local sales tax compliance by filing the Reallocation Request Letter with the Texas Comptroller prior to October 20, 2013, the Town of Addison will, in conjunction with the Town's receipt of local sales tax reallocated by the Comptroller to the Town pursuant to the Letter, reimburse Alpha Services Corporation for any incremental rate liabilities (tax, penalty and/or interest) assessed by the Comptroller as a result of the filing of the Reallocation Request letter due to Alpha Services Corporation collecting/reporting local sales taxes from customers that were located in jurisdictions with a total local rate of less than 2%. NOTES: (a) The offer is only for incremental rate liabilities associated for local taxes moved to the Town of Addison (versus another city) for the periods covered by the Reallocation Request letter; and (b) The offer is contingent upon Alpha Services Corporation reporting and paying local sales taxes correctly immediately going forward. In order to help substantiate that Alpha Services Corporation is reporting and paying local sales taxes correctly, upon submitting a request for reimbursement from the Town of Addison for any incremental rate liabilities as described above, Alpha Services Corporation will submit with that request its most recent sales tax report or return filed with the Texas Comptroller; if the Town of Addison determines at that time that Alpha Services Corporation is not reporting and paying local sales taxes correctly to the Texas Comptroller, the Town may withhold payment to Alpha Services Corporation until such time as Alpha Services Corporation can establish, to the Town's satisfaction, that it is reporting and paying local sales taxes correctly. Any request for reimbursement from the Town for any incremental rate liabilities as described above must be made to the Town no later than April 30, 2013; the Town may withhold reimbursement if a request is made after that date.

Alpha Services Corporation will provide the Town of Addison with copies of the Notices of Tax Due statements from the Comptroller and the Town of Addison will provide Alpha Services Corporation with a check to cover the total payments prior to Alpha Services Corporation paying the Comptroller. Alpha Services Corporation will provide copies to the Town of Addison of all payments made to the Comptroller. Should there be any additional interest due as a result of the timing of the above transactions; the Town of Addison will issue a check to Alpha Services Corporation for the remaining balance paid by Alpha Services Corporation.

Thank you again for your time and efforts to date to resolve the Texas local sales tax sourcing and your continued cooperation in this matter!

Sincerely,

Eric Cannon, CPA
Chief Financial Officer
Town of Addison
(972) 450-7050

cc: Mr. Chris Yeary, MuniServices, LLC

DRAFT

AGENDA CAPTION:

Approval of an ordinance amending the 2013-2014 service agreement of Larry Dwight as presiding municipal judge of the Addison Municipal Court of Record, increasing the judge's annual rate of pay from \$97,068.40 to \$117,503.36.

FINANCIAL IMPACT:

Judge Dwight is paid bi-weekly at the same time as all other Addison employees. Currently, Judge Dwight's annual salary is \$97,068.40. His salary is being increased to \$117,503.40 in conjunction with his increase to 40 hours per week and every other weekend (previously he worked an average of 32 hours per week and every other weekend), which is shown in the City Council Adopted Fiscal Year 2013-2014 Annual Budget. All costs associated with the judge's compensation are included in the municipal court budget.

BACKGROUND:

Judge Larry Dwight serves as the presiding judge of the Addison Municipal Court of Record. Municipal Court presented a budget item which was a MLS to increase Judge Dwight's hours to 40 hours a week to cover court during afternoons. Council approved the MLS in the City Council Adopted Fiscal Year 2013-2014 Annual Budget. This ordinance will amend the contract to reflect the increase in Judge Dwight's salary, which was approved to cover his increase in work hours.

Judge Dwight has served as a municipal court judge for the past twenty-seven years, specifically serving as a presiding judge for the last twelve terms. Judge Specht's pay rate is not being changed with the passage of this ordinance.

RECOMMENDATION:

Administration recommends approval.

Council Goals: N/A

Attachments

Judge Ordinance

Judge Amendment

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPENSATION AGREEMENT OF LARRY DWIGHT WHO SERVES AS MUNICIPAL JUDGE OF THE ADDISON MUNICIPAL COURT OF RECORD, WHICH WILL INCREASE JUDGE DWIGHT'S ANNUAL RATE OF PAY FROM \$97,068.40 TO \$117,503.40; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison has determined that a Municipal Judge is necessary to perform the judicial functions of the Municipal Court of Record No. 1; and

WHEREAS, the City Council of the Town of Addison re-appointed Larry Dwight as presiding Municipal Judge of Addison Municipal Court of Record No. 1 on December 12, 2012; and

WHEREAS, Judge Dwight's average number of work hours has increased from 32 work hours per week to 40 work hours per week since he was re-appointed; and

WHEREAS, the City Council of the Town of Addison has determined that the compensation agreement between Judge Dwight and the Town of Addison should hereby be amended to increase his annual rate of pay to reflect his increase in work hours.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Authorization to Amend. The Compensation Agreement by and between the City and Larry Dwight regarding Larry Dwight's service as the presiding Municipal Judge of the Addison Municipal Court of Record No. 1, a true and correct copy of which is attached hereto, is hereby amended as shown herein. The City Manager or the City Manager's designee is authorized to execute the said Amendment to the Compensation Agreement on behalf of the City.

Section 3. Effective Date. This Ordinance shall take effect from and after its adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this
____ day of _____, 2013.

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

V.

The terms, obligations, and requirements of this Agreement shall be construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. The obligations and requirements of the parties hereto are performable in Dallas County, and any dispute relating to this Agreement shall be tried in Dallas County.

VI.

The Parties further agree that Dwight may only serve beyond the term of this Agreement as provided by the laws and Constitution of this State.

VII.

This Agreement is executed on behalf of the City by the City Manager or his designee who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

VIII.

This instrument shall be the entire agreement and understanding between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed orally.

WITNESS the signatures of all parties hereto in single or multiple originals on this the ____ day of _____, 2013, in Addison, Dallas County, Texas.

THE TOWN OF ADDISON, TEXAS

Larry Dwight

By: _____
Ron Whitehead, City Manager

TOWN OF ADDISON
Detailed Statement of Modified Levels of Service
City Council Adopted 2013-14 Annual Budget

Department / Request	FY14 Requested	City Manager Proposed	Council Adopted 14 Budget	FY15 Projected	FY16 Projected	FY17 Projected	FY18 Projected
City Manager's Office							
1-Town Hall Repairs	15,000	15,000	15,000	-	-	-	-
2-Full time Records Coordinator	58,552	58,552	-	-	-	-	-
GS - Clean & refinish 1st floor floors	5,000	5,000	5,000	-	-	-	-
Department Total	78,552	78,552	20,000	-	-	-	-
Council Special Projects							
1-Performance Measurement Technology	60,000	-	-	-	-	-	-
2-Vitruvian Park Special Events	83,000	-	-	-	-	-	-
3-Comprehensive Land Use Plan Special Studies	125,000	75,000	75,000	-	-	-	-
Department Total	268,000	75,000	75,000	-	-	-	-
Financial & Strategic Services							
1-FT Department Assistant	26,433	-	-	-	-	-	-
2-Training	10,000	10,000	-	-	-	-	-
3-Utility Billing Specialist Elimination	(42,102)	(42,102)	(42,102)	(42,102)	(42,102)	(42,102)	(42,102)
4-Food Supplies	1,500	1,500	-	-	-	-	-
GS-Fire Alarm System Upgrade	15,000	-	-	-	-	-	-
Department Total	10,831	(30,602)	(42,102)	(42,102)	(42,102)	(42,102)	(42,102)
General Services							
1- Comprehensive Facilities Assessment	147,500	-	-	-	-	-	-
2-Service Center Facility Emergency Generator	60,000	60,000	60,000	-	-	-	-
3-Hot Water Improvements To Service Center Rest Rooms	5,000	-	-	-	-	-	-
4-Service Center Tile Flooring	31,500	-	-	-	-	-	-
5-Service Center Elevator Upgrades	40,000	-	-	-	-	-	-
Department Total	284,000	60,000	60,000	-	-	-	-
Human Resources							
1-FISH Employee Training	5,800	5,800	5,800	-	-	-	-
2-Presentation Training	15,000	15,000	15,000	-	-	-	-
Department Total	20,800	20,800	20,800	-	-	-	-
Court							
1-Increase Judge Dwight's service hours	21,988	21,988	21,988	21,988	21,988	21,988	21,988
Department Total	21,988	21,988	21,988	21,988	21,988	21,988	21,988
Information Technology							
1-IVR (Interactive Voice Response)	50,000	50,000	50,000	50,000	50,000	50,000	50,000
2-Webcast System Upgrade	25,000	25,000	-	-	-	-	-
3-Server Room Relocation	100,000	100,000	100,000	-	-	-	-
4-CAD System Conversion/Implementation	75,000	75,000	75,000	24,000	24,000	24,000	24,000
Department Total	250,000	250,000	225,000	74,000	74,000	74,000	74,000
Police							
1-Travel and Training Budget	23,720	23,720	23,720	23,720	23,720	23,720	23,720
2-Wearing Apparal and Uniforms	22,000	22,000	22,000	2,000	2,000	2,000	2,000
3-Replacement of K-9	17,000	17,000	17,000	-	-	-	-
4-Viewu Body Cameras Replacement and NORTEX Swat	15,000	15,000	15,000	5,000	5,000	5,000	5,000
5-Increase to Overtime to Cover Council Meetings and Nortex SWAT Training/Deployments	45,000	-	-	-	-	-	-
6-Vehicle Crimes Investigator	73,595	-	-	-	-	-	-

Combined Meeting

2d

Meeting Date: 10/22/2013

AGENDA CAPTION:

Approval of an annual contract with Dallas County Health & Human Services for selected public health services.

FINANCIAL IMPACT:

The cost is \$2,500 which was approved in the FY13-14 Adopted Budget.

BACKGROUND:

Being that the Town of Addison does not offer public health services in-house (i.e., tuberculosis treatment, sexually transmitted disease screening, etc.), we contract each year with Dallas County Health & Human Services (DCHHS) to make available and defray some of the costs of certain health services to less fortunate residents.

Until a few years ago, contract costs for participating municipalities have been directly related to the number and type of services accessed by citizens of those communities in previous fiscal years. More recently, DCHHS has adopted a "fair share" philosophy regarding assessments that causes our fiscal obligation to be identical to last year. Contract language also remains unchanged.

RECOMMENDATION:

Administration recommends approval.

Council Goals: N/A

Attachments

Cover letter from Dallas Co.

Proposed contract

Attachments



**DALLAS COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION**

ZACHARY S. THOMPSON, M.A.
DIRECTOR

September 11, 2013

Honorable Todd Meier
Mayor of the Town of Addison
P.O. Box 9010
Addison, TX 75001

Dear Mayor Meier:

Enclosed please find the **FY'14** contract for **Health Services** between your town and the Dallas County Department of Health and Human Services. The contract cost is based on the FY'13 contract amount.

Please present this contract to your town council for their approval and return all signed copies to Dallas County Department of Health and Human Services. If our services are required in presenting the agreement to your council, we will be more than happy to assist you. Also enclosed is a copy of the **FY'14 Exhibits A, B, C, and D**. If you would like to receive an electronic version of the FY'14 contract for Health Services, please email Pamela Dorrough at pdorrough@dallascounty.org. Thank you for your continued support for quality health care for the citizens of Dallas County.

Should you have any questions, please feel free to contact Denise Cherry at (214) 819-2104.

Sincerely,

Zachary Thompson
Director

enclosures

cc: Denise Cherry, Program Monitor

and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease.

B. County agrees to provide to Town, in accordance with state and federal law, the following public health services:

- 1) Immunizations;
- 2) Child health care;
- 3) High risk infant case management; and
- 4) Home visits.

County also agrees to work with Town in order to decentralize clinics and to plan and provide for desired services by Town; however, any other services that Town requires, in addition to the above mentioned services, may result in additional fees to Town.

C. County agrees to charge a sliding fee based on ability to pay to all residents of every municipality, including Town, in Dallas County. The fees charged by County for the services listed in Section 2A of this Agreement will be used to offset the Town's Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in Exhibit A, attached and incorporated herein by reference for all purposes.

D. County agrees that the level of service provided in the Program for Town will not be diminished below the level of service provided to Town for the same services in the prior Agreement Term except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to Town a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.

E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services if not subsidized at the local level. County will notify Town in writing of any amount of reduction, and any extent to which services will be curtailed as a result. The notice will also include an amount that Town may elect to pay to maintain the original level of services. Town will notify County in writing no later than fourteen (14) calendar days after the date of Town's receipt of the notice of funding reduction as to Town's decision to pay the requested amount or to accept the curtailment of service. If Town elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

3. BUDGET

A. County agrees to submit to Town by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;

- B. For the Term of this Agreement, County agrees to provide the services listed in Section 2 of this Agreement at the level of services and for the amount stated in Exhibit D, which is attached and incorporated herein by reference for all purposes;
- C. Payment. Town shall pay County the following amount, as stated in Exhibit D, Two thousand five hundred and 00/100 Dollars (\$2500.00), which is the agreed upon amount for Town's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, Town has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon Town's appropriation of funds, or ability to perform in-kind services as described in Section 3D of this Agreement, for the services set forth herein. In the event Town fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

4. ASSURANCES

- A. County shall operate and supervise the Program.
- B. Nothing in this Agreement shall be construed to restrict the authority of Town over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. Town agrees to provide to County or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County and County shall not be liable to Town or any third party for the condition of the facilities, including any premises defects.
- D. Town and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.
- E. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

5. FINANCING OF SERVICES

- A. The health services provided under this Agreement will be financed as follows:
 - 1) Town and County will make available to the Program all appropriate federal and state

funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.

- 2) Town shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibits B, C and D for the appropriate Agreement Term.
- B. Town has elected to pay to County a lump sum payment for the Term the amount stated in Exhibit D.
 - C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
 - D. Town and County agree that no more than ten percent (10%) of the Town's cost of participating in the Program will be used for administration of the Program.

6. TERM

The Term of this Agreement shall be effective from October 1, 2013 through September 30, 2014, unless otherwise stated in this Agreement.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: Either party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other party, for the following reasons:
 - 1) Lack of, or reduction in, funding or resources;
 - 2) Non-performance;
 - 3) The improper, misuse or inept use of funds or resources directly related to this Agreement;
 - 4) The submission of data, statements and/or reports that is incorrect, incomplete and/or false in any way.

8. RESPONSIBILITY

County and Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses

under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

9. INSURANCE

Town and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. Town and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

10. ACCESS TO RECORDS RELEVANT TO PROGRAM

Town and County agree to provide to the other upon request, copies of the books and records relating to the Program. Town and County further agree to give Town and County health officials access to all Program activities. Both Town and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and State law, as well as by DSHS.

11. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

Zachary Thompson, Director
Dallas County Health & Human Services
2377 N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

Carmen Moran, Town Secretary
Town of Addison
P.O. Box 9010
Addison, TX. 75001-9010
(972) 450-2881

12. IMMUNITY

This Agreement is expressly made subject to County's and Town's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that Town or County has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, Town and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations.

Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

14. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

15. ENTIRE AGREEMENT

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

16. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

17. GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, County and Town agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

18. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

19. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of County and Town under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Town and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation

from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms. In the event that County or Town is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time.

20. COUNTERPARTS, NUMBER, GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

21. PREVENTION OF FRAUD AND ABUSE

Town and County shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or Town's employees or agents shall be reported immediately for appropriate action. Moreover, Town and County warrant to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Town and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund their respective expenditures that are contrary to this Agreement.

22. AGENCY / INDEPENDENT CONTRACTOR

County and Town agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and Town are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Town. Town and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

23. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

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24. SIGNATORY WARRANTY

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of City/Town or County, as the case may be.

DALLAS COUNTY:

TOWN OF ADDISON:

By: Clay Lewis Jenkins
Dallas County Judge

By: _____
Town Manager/Mayor

DATE: _____

DATE: _____

Recommended:

Attested:

By: Zachary Thompson
Director, DCHHS

By: _____
Town Secretary

Approved as to Form*:
CRAIG WATKINS
DISTRICT ATTORNEY

Approved as to Form:

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

By: Melanie Barton
Assistant District Attorney

By: _____
Town Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

FY 2014 FEE SCHEDULE

SEXUALLY TRANSMITTED

Treatment	\$20 - \$45 (Sliding Scale)
Blood Drawing	\$5
Cryotherapy	\$15
Chemical Lesion Reduction	\$45
Medical Records Copies	\$5 each

TUBERCULOSIS

TB Testing-Level I (Office Visit)	\$30
TB Testing-Level II (QuantiFeron)	\$50
Chest X-Ray Copies	\$5

LABORATORY

Wet Prep	\$6 each
Gram Stain	\$6 each
GC Culture	\$14 each
RPR	\$11 each
GEN Probe GC Screen	\$47 each
GEN Probe CT Screen	\$47 each
HIV Test	\$15 each
HIV Test - Rapid	\$20 each
Salmonella/Shigella	\$16 each
TB Culture & Concentration	\$25 each
TB Identification	\$15 each
TB Susceptibility	\$31 each
TB Acid Fast Stain	\$ 8 each

NURSING SERVICE

Hepatitis A Havrix*	\$50/Injection
Hepatitis B Vaccine*	\$55/Injection
Twinrix	\$70/Injection
Rabies (PE)	\$240/Injection
IPV	\$45/Injection
Pneumococcal*	\$90/Injection
Adacel (Pertusis)	\$55/injection
HIB	\$45/injection
Japanese Encephalitis	\$120/Injection
Meningococcal (Menomune)	\$135/Injection
Typhoid (Polysaccharide)	\$65/Injection
Typhoid (Oral)	\$50/box
Yellow Fever Vaccine	\$115/Injection
Boostrix Vaccine	\$50/Injection
Influenza Vaccine*	\$20/Injection
MMR*	\$75/Injection
Rabies Administrative Fee/ Serves State Vaccine	\$25
Foreign Travel Office Visit Fee	\$25
TD*	\$40/Injection

ENVIRONMENTAL HEALTH

Septic Tank Inspection	\$310/Commercial/Business \$260/Residential
Septic Tank Re-inspection	\$35/Residential \$85/Commercial
Food Establishment Inspection	\$150/yr./establishment
Half-Way Houses & Boarding Homes, Residential	\$75/plus \$25 for each additional unit on site
Mosquito Spraying for Non- contracting cities	\$185/ per hour
Water Sample	\$50
Mosquito Testing	\$35
Food Mgr. Cert. Program	\$100/per person
Food Mgr. Cert. Retesting	\$50/per person

Note: 1) # Indicates \$10 charge for State fee

CRIMINAL TESTING

Blood Draws	\$38
Buccal Swabs	\$38

Comprehensive TB Testing & Evaluation (Incl. Chest X-ray)	\$80
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MTD Testing for TB	\$40/ each
Pregnancy Test	\$20 each
Urinalysis	\$15 each
Dark Field	\$16 each
Chancroid Culture	\$10 each
Herpes Culture	\$38 each
Herpes Type 1 & 2 Serology	\$50 each
Group A Strep	\$14 each
<i>Urine Screen:</i>	
Neisseria Gonorrhoeae	\$47 each
Chlamydia Trachomatis	\$47 each
Lead Screen	\$10 each
Staphylococcus/Aureus Culture	\$17 each

Varivax*	\$110/Injection
Meningococcal (MCV4)*	\$130/Injection
Zostavax (Shingles)*	\$215.00/Injection
Gardasil (HPV)*	\$175.00/Injection
Hepatitis A (Pediatric)	\$30.00/injection
Hepatitis B (Pediatric)	\$25.00/injection
DT	\$50.00/injection
DTaP-HepB-IPV	\$80.00/injection
DTaP-IPV	\$65.00/injection
Rotavirus	\$120.00/injection
PCV13	\$160.00/injection

Communicable Disease Program:

Hepatitis C Screening \$35/Test

Immunization/VFC Program:

DPT,DT,Hib,	\$5/Per child
Well Baby	\$5/Visit
Diabetic Testing	\$5/Test
Immunization Record	\$5 each
Foreign Travel Yellow Card	\$5 each

*Note: Vaccines marked with asterisks are part of the Adult Safety Net Program (ASNPN). Clients eligible to receive through the ASNPN will be charged a fee of \$10/shot.

Day Care Center Inspections	\$2/per authorized child
Temporary Food Permit	\$75/plus \$10 per day
Funeral Home Inspection	\$200
FHA, VA, Conventional Loans	\$125/Licensed \$150/Unlicensed
Annual Group Home Inspection	\$50
Food Handler Class	\$15/per person
Sub-division Plat Approval	\$200/Residential \$150/Commercial
Animal Control/Quarantine	\$7/per day
Animal Control/Vicious Animal	\$12/per day
Food Manager Re-certification w/Multiple Test Sites	\$50/Test

January, 2012 thru December, 2012

<i>Municipality</i>	<i>Tuberculosis</i>	<i>Sexually Transmitted Disease</i>	<i>Laboratory</i>	<i>Communicable Disease</i>
<i>Addison</i>	153	37	179	283
<i>Balch Springs</i>	325	182	1049	165
<i>Carrollton</i>	1071	267	1980	437
<i>Cedar Hill</i>	726	285	347	267
<i>Cockrell Hill</i>	123	0	32	35
<i>Coppell</i>	222	35	86	250
<i>Dallas</i>	40122	12605	64822	38089
<i>Desoto</i>	784	411	599	502
<i>Duncanville</i>	420	269	831	321
<i>Farmers Branch</i>	247	61	678	218
<i>Garland</i>	3909	812	7108	592
<i>Glenn Heights</i>	111	56	126	190
<i>Grand Prairie</i>	1526	466	2957	855
<i>Highland Park</i>	0	1	0	40
<i>Hutchins</i>	31	44	165	73
<i>Irving</i>	4073	1049	6612	1423
<i>Lancaster</i>	776	449	868	299
<i>Mesquite</i>	2176	789	3239	1117
<i>Richardson</i>	1248	133	1107	459
<i>Rowlett</i>	548	22	359	102
<i>Sachse</i>	65	13	86	39
<i>Seagoville</i>	460	52	511	106
<i>Sunnyvale</i>	9	5	1	55
<i>University Park</i>	2	0	1	10
<i>Wilmer</i>	177	32	203	15
<i>Out of County</i>	1118	2173	164190	7522
Total	60422	20248	258136	53464

DALLAS COUNTY HEALTH & HUMAN SERVICES
 FY '14

EXHIBIT C

Municipality	Tuberculosis	Sexually Transmitted Disease	Laboratory	Communicable Disease	FY '14 Contract Total
Addison	3,844	2,989	1,244	2,773	2,500
Balch Springs	8,166	14,704	7,293	1,617	9,377
Carrollton	26,910	21,571	13,765	4,282	23,823
Cedar Hill	18,241	23,025	2,412	2,616	2,498
Cockrell Hill	3,090	0	222	343	2,301
Coppell	5,578	2,828	598	2,450	3,131
Dallas	1,008,097	1,018,339	450,649	373,251	1,754,252
Desoto	19,699	33,204	4,164	4,919	17,620
Duncanville	10,553	21,732	5,777	3,146	11,273
Farmers Branch	6,206	4,928	4,714	2,136	6,856
Garland	98,217	65,600	49,416	5,801	80,156
Glenn Heights	2,789	4,524	876	1,862	574
Grand Prairie	38,342	37,647	20,557	8,379	38,854
Highland Park	0	81	0	392	132
Hutchins	779	3,555	1,147	715	3,149
Irving	102,337	84,747	45,967	13,945	81,906
Lancaster	19,498	36,274	6,034	2,930	12,106
Mesquite	54,674	63,742	22,518	10,946	31,608
Richardson	31,357	10,745	7,696	4,498	23,756
Rowlett	13,769	1,777	2,496	1,000	4,925
Sachse	1,633	1,050	598	382	362
Seagoville	11,558	4,201	3,553	1,039	6,440
Sunnyvale	226	404	7	539	99
University Park	50	0	7	98	48
Wilmer	4,447	2,585	1,411	147	2,597
Out of County	28,091	175,553	1,141,466	73,711	77,142
	\$1,518,150	\$1,635,806	\$1,794,588	\$523,918	\$2,197,485

FY'14 CONTRACT COSTS

MUNICIPALITIES	CONTRACT COST
ADDISON	\$2,500
BALCH SPRINGS	\$9,377
CARROLLTON	\$23,823
CEDAR HILL	\$2,498
COCKRELL HILL	\$2,301
COPPELL	\$3,131
* DALLAS	\$1,754,252
* DESOTO	\$17,620
* DUNCANVILLE	\$11,273
FARMERS BRANCH	\$6,856
* GARLAND	\$80,156
GLENN HEIGHTS	\$574
GRAND PRAIRIE	\$38,854
HIGHLAND PARK	\$132
HUTCHINS	\$3,149
IRVING	\$81,906
LANCASTER	\$12,106
* MESQUITE	\$31,608
* RICHARDSON	\$23,756
* ROWLETT	\$4,925
SACHSE	\$362
* SEAGOVILLE	\$6,440
SUNNYVALE	\$99
UNIVERSITY PARK	\$48
* WILMER	\$2,597
* UNINCORPORATED	\$77,142
TOTAL	\$2,197,485

Meeting Date: 10/22/2013

AGENDA CAPTION:

Approval of a contract with the Trinity River Authority (TRA) for Environmental Protection Agency (EPA) required services.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The EPA requires that industries categorized as significant industrial users (SIUs) regarding their wastewater discharges shall be scrutinized by the local governing authority for compliance with federal law. Being that the Trinity River Authority (TRA) treats all of the wastewater generated in the industrially zoned areas of Addison and is the agency responsible to EPA oversight, in the interest of simplification and impartiality, we feel it is prudent to continue our relationship with the TRA for EPA required services.

Since expenditures to TRA are recovered from affected SIUs, no monies are budgeted for this regulatory program. An enterprise account (01-000-11505) in the Utility Fund exists to handle this financial arrangement. Be advised that we do not expect expenditures for the term of this contract to exceed \$4,000.

RECOMMENDATION:

Administration recommends approval.

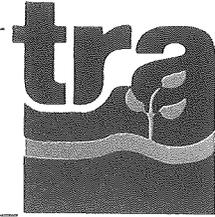
Council Goals: Mindful stewardship of Town Resources.

Attachments

TRA Cover Letter

Proposed Contract with TRA

Fee Schedule



3110.500.040.100

August 6, 2013

Mr. Neil Gayden
Environmental Services Official
Town of Addison
16801 Westgrove Drive
P.O. Box 9010
Addison, Texas 75001-9010

Dear Mr. Gayden:

Subject: Contract for Services - Fiscal Year 2014
Revised Technical Services Fee Schedule
Central Regional Wastewater System

The Trinity River Authority Board of Directors, in Board Action June, 2013, approved the Technical Services Fee Schedule for Fiscal Year 2014 which is in connection with all contracting work relating to the analysis of water and wastewater, industrial inspections, and/or sampling services. According to our records, your current contract expires September 30, 2013. As in past years we propose to continue performing associated services to all Authority Contributing Parties under the provisions of a contract for services. Enclosed please find two (2) copies of the Trinity River Authority Contract for Services and Fee Schedules for Fiscal Year 2014 attached for your review and official authorization. Upon the City's approval for requested services between the City and Trinity River Authority, please return both notarized or sealed copies with Attachment A - Technical Services Fee Schedules for final execution to this office. After execution by the Authority's General Manager, one (1) original Contract for Services will be returned for your files unless otherwise noted by the City.

Please address and refer the correspondence regarding this matter to:

Trinity River Authority
Central Regional Wastewater System
6500 West Singleton Blvd.
Dallas, Texas 75212
Attention: Wm. B. Cyrus, Manager
Technical Services

6500 W. Singleton Blvd.
Dallas, Texas 75212
Metro (972) 263-2251
Admin Fax (972) 975-4412
Lab Fax (972) 975-4414

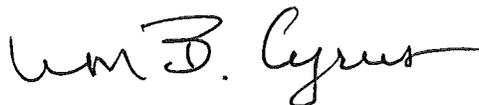
August 6, 2013
FY-2014 Contract for Services
Page 2

To coordinate our efforts accordingly, the Authority requests the approval of the contract to begin on October 1, 2013, and terminate on date specified by the contracting party in Section VI. Please note that the contract may now be greater than one (1) year at the contracting party's preference.

Also enclosed are additional copies of our Board Approved Fiscal Year 2014 Services Fee Schedule for your use and files. The service fees are effective December 1, 2013 through November 30, 2014. Historically the fee schedule for these services is derived annually from the direct costs of performing each test, including manpower, materials, supplies, and equipment costs. Additionally, the cost associated with maintaining quality assurance is included in the cost of the test.

Should you have any questions concerning this contract or changes in fee schedule, please contact this office at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "WM. B. CYRUS". The signature is written in black ink and is positioned below the word "Sincerely,".

WM. B. CYRUS
Manager, Technical Services

BC/mlt

Enclosures

CONTRACT FOR TECHNICAL SERVICES

I. CONTRACTING PARTIES

The Receiving Agency: **Town of Addison**, whose authorized address is

**PO BOX 9010
16801 Westgrove Dr.
Addison, Texas 75001
Attn: Neil Gayden, RS Environmental Services Official**

The Performing Agency: Trinity River Authority of Texas, whose authorized address is 5300 South Collins, P. O. Box 240, Arlington, Texas 76004-0240, Attention: J. Kevin Ward, General Manager (or his designated representative).

II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of Federal, State, and City regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsection(s) **1, 2 & 3**, below.

A. PERFORMANCE OF SERVICES

1. Industrial Inspection Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial inspection services within the parameters listed on the attached schedule sheet.

The Performing Agency shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR Part 403.8. Industrial Pretreatment Inspections, Application reviews and Permit preparations and submittals shall be in compliance with the Receiving Agency's Industrial Waste Ordinances, Sewer Ordinances Number **003-003**, and EPA General Pretreatment Regulations for Existing and New Sources. Records of Inspections, Applications and Permits shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR § 403.12.

2. Industrial Sampling Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial sampling services within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinances Number **003-003**.

The Performing Agency shall perform all sample collections, sample preservation, and maintenance of chain-of-custody records in accordance to the approved procedures set forth in Test Methods for Evaluating Solid Waste, EPA Manual SW-846, Methods for Chemical Analysis of Water and Wastes, EPA Manual EPA-600/4-79-020, and the Handbook for Sampling and Sample Preservation of Water and Wastewater, EPA Manual EPA-600/4-82-029. The samples shall be properly collected, preserved and delivered by the Performing Agency to the Performing Agency's laboratory located at 6500 West Singleton

Blvd., Dallas, Texas. When feasible, the Performing Agency will conduct flow or time composited sampling. When composited sampling is not feasible, grab sampling will be performed.

3. Analytical Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform analytical services within the parameters listed on the attached schedule sheet.

The Receiving Agency will collect samples and deliver them to the laboratory for analysis. It is understood that these samples will be properly collected and preserved in accordance with applicable sections of A Practical Guide to Water Quality Studies of Streams, Federal Water Pollution Control Administration publication and Methods for Chemical Analysis for Water and Wastes, EPA manual, as well as the latest edition of Standard Methods for the Examination of Water and Wastewater. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. A chain-of-custody procedure shall be maintained in the field and the laboratory in accordance with procedures to be established by the Receiving Agency. The Receiving Agency will furnish chain-of-custody.

The Performing Agency will perform all analyses according to the approved procedures set forth in Standard Methods for the Examination of Water and Wastewater, current edition or the latest edition of Methods for Chemical Analysis of Water and Wastes, EPA manual. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. Samples will be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept for documentation of the Performing Agency's quality assurance program and copies will be available to the Receiving Agency upon request. Unusual interferences and problems will be reported to the Receiving Agency at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken when practical, and by mutual agreement. The chain-of-custody sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted. The laboratory will be operated in such a manner as to insure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy effects in the procedures should such be discovered.

The various laboratory personnel shall be directed upon receipt of written notice from the Receiving Agency 72 hours in advance, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by the Receiving Agency. Travel and per diem for court appearances hereunder shall be based on current State laws.

Receiving Agency may deliver to Performing Agency samples for analysis separate and apart from those samples collected by the Performing Agency. When the Receiving Agency delivers samples to the Performing Agency for analysis, the Receiving Agency shall indicate the nature and extent of the analyses it desires to be conducted. Performing Agency shall not be responsible for the manner of collection or chain-of-custody or sheets which are matters entirely outside Performing Agency's control. Performing Agency shall receive, log and perform such analyses of samples in accordance with that part of the chain-of-custody procedures identified as Transfer of Custody and Storage attached hereto.

Samples analyzed to maintain the normal quality assurance program which the Performing Agency presently maintains in its laboratory will be charged to the Receiving Agency at the

same rate as submitted samples.

B. TERMINATION

Either party to this Contract may terminate the Contract by giving the other party thirty day notice in writing at their authorized address as noted previously. Upon delivery of such notice by either party to the other and before expiration of the thirty day period, the Performing Agency will proceed promptly to cancel all existing orders, contracts, and obligations which are chargeable to this Contract. As soon as practicable after notice of termination is given, the Performing Agency will submit a voucher for work performed under this Contract through its termination. The Receiving Agency will pay the Performing Agency for the work performed less all prior payments. Copies of all completed or partially completed reports, documents, and studies prepared under this Contract will be delivered by the Performing Agency to the Receiving Agency when and if this Contract is terminated prior to the completion of the prescribed work.

C. AMENDING THE CONTRACT

The parties hereto without invalidating this Contract may alter or amend this Contract upon advance written agreement of both parties to exclude work being performed or to include additional work to be performed and to adjust the consideration to be paid hereunder by virtue of alterations or amendments.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A, said Attachment A shall be revised and updated annually. Any revisions will be incorporated by reference herein. A cost analysis shall be prepared each year by the Trinity River Authority of Texas and shall be approved by the Trinity River Authority of Texas Board of Directors prior to effective date of said revision.

The expenditures by the Trinity River Authority of Texas of funds paid to it under this Contract shall be subject to such State or Federal audit procedures as may be required by law and by accepted practices of the State or Federal auditor, or both, if requested. The Trinity River Authority of Texas shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. The financial records must include all documents supporting entries on the account records which substantiate costs. The Trinity River Authority of Texas must keep the records readily available for examination for a period of three years after the close of the last expenditure.

IV. CONTRACT AMOUNT

The total costs charged by the Authority to the Receiving Agency shall not exceed **Four Thousand Dollars (\$4,000)** per annum during the term of this Contract, unless mutually agreed by the parties hereto.

V. PAYMENT FOR SERVICES

The Performing Agency shall bill the Receiving Agency monthly for services performed. Charges for these services shall be based on the attached cost schedules.

The Receiving Agency shall pay the monthly billings of the Performing Agency within thirty days of

their receipt.

VI. TERM OF CONTRACT

This Contract is to begin **October 1, 2013** and shall terminate **September 30, 2014**, subject to Section II, paragraph B of this contract.

VII. INTERLOCAL AGREEMENT

Inasmuch as the Receiving Agency and the Performing Agency are political subdivisions of this state, and inasmuch as the testing of water and wastewater are critical to the maintenance of public health and such testing is therefore, a governmental function and service, this contract is entered into pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

Receiving Agency:

Performing Agency:

TOWN OF ADDISON

TRINITY RIVER AUTHORITY OF TEXAS

BY: _____

BY: _____

CITY MANAGER

GENERAL MANAGER

DATE: _____

DATE: _____

ATTEST: _____
(SEAL)

ATTEST: _____
(SEAL)

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection and Shipment

1. To the maximum extent achievable, as few people as possible should handle a sample.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody sheets should be attached to each sample at the time it is collected. Sample containers must be appropriate for requested testing with appropriate preservation and legibly labeled. The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including City, City Code, Contact Name and Phone Number, Type Sample Matrix, Material Sampled, and Method of Preservation must be completed by the field personnel collecting the sample.
In completing the Chain-of-Custody tag or sheet, care should be utilized to insure that all necessary information is correctly and legibly entered onto the form. A black ballpoint with water proof ink should be used at all times.
4. During shipment, samples should be appropriately cooled. TRA lab receiving technician will check temperature.

Transfer of Custody and Storage

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the laboratory technician or his alternate, and logged into a database. Information to be entered into the database shall include the client sample number, date received, source, time(s) sampled, date(s) sampled, and analyses requested and comments from the Chain of Custody.
3. Promptly after logging, the custodian technician will distribute the sample to an analyst or place the sample in the secure sample vault, which will be locked at all times except when samples are removed or returned by analysts. The sample will be tracked internally in the lab.
4. Samples shall be kept in the sample storage security area at all times when not actually being used by analysts, such as during overnight absences. The technician shall ensure that heat-sensitive samples, or other sample materials having unusual physical characteristics, or requiring special handling, are properly stored and maintained.
5. A log of sample removal and replacement will be kept in the secure sample vault and be retained as a permanent record of the laboratory.
6. The original Chain of Custody and a Sample Evaluation/Variance record shall be sent by the laboratory to the appropriate Receiving Agency control point as part of the final data report.

EXHIBIT A

TECHNICAL SERVICES FEE SCHEDULE

FOR

LABORATORY ANALYSES,

INDUSTRIAL INSPECTIONS

AND

INDUSTRIAL SAMPLING

FISCAL YEAR 2014

December 1, 2013 through November 30, 2014

NELAP CERTIFICATE T104704287-10-TX

CHEMICAL ANALYSES

Liquid Samples

Alkalinity:	
Total (*) (**)	\$11.50
Biochemical Oxygen Demand:	
5-Day (*)	\$27.00
5-Day Carbonaceous (*)	\$29.50
5-Day Filtered (Dissolved)	\$36.00
7-Day	\$33.75
Extra Dilution (Each)	\$ 2.50
Chlorophyll "a"	\$19.00
Chlorophyll "a" and Pheophytin	\$24.50
Chemical Oxygen Demand (*)	\$16.00
Chloride (*)	\$12.10
Conductance, Specific (*) (**)	\$ 9.50
Cyanide	
Total (*)	\$39.70
Amenable to Chlorination (*)	\$51.00
Fluoride, Total (**)	\$12.10
Glycols	\$14.25
Hardness (*) (**)	\$20.00
Nitrogen:	
Ammonia (*)	\$13.45
Ammonia by Distillation (*)	\$22.60
Kjeldahl, Total (*)	\$23.50
Nitrate (*)	\$12.10
Nitrite (*)	\$12.10
Total	\$45.25
Oil and Grease (*)	\$53.00
Organic Carbon:	
Dissolved	\$22.00
Total (*) (**)	\$19.00
pH (*)	\$11.00

Phosphorus:	
Ortho (*)	\$12.80
Total (*)	\$23.25

Solids Testing (Gravimetric):	
Total (TS)	\$13.25
Total Dissolved (TDS) (*)	\$20.50
Total Suspended (TSS) (*)	\$18.00
Volatile Suspended (VSS) (*)	\$ 9.00
(after TSS)	
Percent Solids, Total and Volatile	\$15.50

Sulfate (*)	\$12.10
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Turbidity (*) (**)	\$10.50
UV254	\$21.00

Mercury (*) (**)	\$24.75
------------------	---------

Metals (EPA 200.8) (*) (**) (***)	\$13.20 each
-----------------------------------	--------------

Aluminum	Lead
Arsenic	Manganese
Antimony	Molybdenum
Barium	Nickel
Beryllium	Selenium
Boron	Silver
Cadmium	Thallium
Chromium	Tin
Cobalt	Vanadium
Copper	Zinc
Iron	

Minerals (*)	\$13.20 each
--------------	--------------

Calcium
Magnesium
Potassium (***)
Silica
Sodium

Solid Samples

Ammonia (***)	\$29.80
Chemical Oxygen Demand	\$37.00
Nitrogen, Kjeldahl, Total	\$30.00
Phosphorus, Total (***)	\$27.00
pH (***)	\$15.00
Mercury (***)	\$53.50
Metals Preparation	\$29.25

NELAC Accreditation
 * Non-Potable Water
 ** Drinking Water
 *** Solids

MICROBIOLOGICAL ANALYSES

Drinking Water:

Total Coliform (MMO/MUG) (**)	\$ 14.50
Heterotrophic Plate Count	\$ 17.00

Other:

Coliform, Fecal (Membrane Filter) (*)	\$ 16.00
Coliform, Fecal (MPN) (***)	\$ 45.25
Coliform, Total (MPN-Q Tray)	\$ 16.50
E. Coli (MPN-Q Tray) (*)	\$ 16.50
Streptococcus, Fecal (Membrane Filter) (*)	\$ 16.50
Heterotrophic Plate Count	\$ 17.00
Microscopic General Examination	\$ 25.00

TRACE ORGANIC (GC-GC/MS) ANALYSES

EPA 624 (*)	
14 Day (preserved)	\$120.00
3 Day (unpreserved)	\$180.00
BTEX (only)	\$110.00
Trip Blanks	\$ 65.00
Geosmin/MIB	\$100.00
EPA 625(*)	
Total Semi-Volatiles	\$200.00
Semi-volatile Trip Blank	\$175.00
EPA 525	
Atrazine	\$160.00

Pesticides/PCB

Extraction/Preparation	
Liquids	\$90.00
Solids	\$40.00
EPA 608 (*)	
Full List	\$110.00
Chlorinated Pesticides (only)	\$ 95.00
PCB (aqueous)	\$ 95.00
EPA 8082	
Polychlorinated Biphenyls (PCB)	\$ 99.00

BY QUOTE

Chromium Hexavalent
Oil and Grease (solids)
Organophosphate Pesticide
Phenols
TCLP Metals
TCLP Organic Compounds
Total Petroleum Hydrocarbons (solids and liquids)

NELAC Accreditation
* Non-Potable Water
** Drinking Water
*** Solids

INDUSTRIAL PRETREATMENT SERVICES

SAMPLING

Composite Sample	\$ 115.00
Additional Composite Sample	\$ 40.00
Grab Sample	\$ 48.00
Additional Grab Sample	\$ 11.00
Field pH	\$ 6.50
Field Measurement	\$ 11.00
Field Surveillance Event	\$ 260.00
pH or DO only	\$ 53.00
Sampling Event Cost for a Failed Sample	\$ 58.00
Industry Split Sample	\$ 20.00
Boat Fee	\$ 40.00
QA/QC Fee	\$ 10.00

- ~Grab Sampling
- ~Delivery to TRA Laboratory
- ~Field Testing Available
- ~Sample Preservation
- ~Proper Chain of Custody

INSPECTION

On-Site	\$ 120.00
On site unpermitted	\$ 100.00
Permit Preparation (New)	\$ 170.00
Permit Renewal	\$ 105.00

- ~Installation of Automatic Composite Samplers
- ~Verification of Application Data
- ~Consultation with Industries on Industrial Pretreatment
- ~Chemical Inventory Review
- ~Industry Split Sampling

NELAC Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2013. All prices listed are per sample and subject to review.
2. All analyses are performed in accordance with "Standard Methods for the Examination of Water and Wastewater," 20th Edition, 1998 or most recent approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3rd Edition of Solid Waste Manual SW 846."
3. Prices include a 10 percent charge added to the analyses cost to maintain the normal quality assurance program.
4. Standard turn-around time is considered 15 business days for most testing. Priority is half of the standard time. Customer requiring PRIORITY turn-around time will be billed at one and one-half (1 ½) times the routine rate. Customer requiring RUSH turn-around time will be billed at two times the normal rate. It is recommended to call in advance of sample submission or inquire at the time of submission for estimated turn-around time.
5. The Laboratory will follow instructions as stated on the Chain-of-Custody submitted with samples. The Customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
6. For EPA624 VOC 3 day analysis, do not lower the pH of the sample.
7. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of analyses.
8. Samples should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples, please call and arrange for leaving in cold storage vault with analyses request form.
9. A monthly invoice for completed analyses is mailed the following month.
10. Laboratory hours are weekdays 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples use the number below.
11. Environmental Field, Engineering Field and Pretreatment Services office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. For after-hour emergencies, leave message with computer operator.
12. Environmental Field and Engineering Field Services are requested to be scheduled a minimum of 72 hours in advance.
13. Laboratory Certificate Number T104704287-10-2.

FOR MORE INFORMATION, CONTACT:

METRO: (972) 263-2251

FAX: (972) 975- 4414

WILLIAM B. CYRUS

Manager

Technical Services

CRAIG HARVEY
Laboratory Division
Chief

JENNIFER MOORE
Environmental Services
Coordinator

JOHN DURBIN
Manager
Collection System

JOHN HERNDON
Technical Services
Engineer

CATHY SIEGER
Quality Assurance
Coordinator

CRAIG CROWDER
Technical Services
Engineer

NELAC Accreditation
* Non-Potable Water
** Drinking Water
*** Solids

Meeting Date: 10/22/2013

AGENDA CAPTION:

Approval of (i) Contracts for Services between the Town of Addison and the following non-profit agencies: Metrocrest Family Medical Clinic, Metrocrest Chamber of Commerce, The Family Place, Metrocrest Social Services, CONTACT Crisis Line, LaunchAbility, United Basketball League - Texas Wranglers, Dance Council, WaterTower Theatre, and Addison Arbor Foundation, and (ii) an Agreement for the Use of the Addison Theatre Centre between the Town of Addison and each of Water Tower Theatre, subject to the final review and approval of the City Manager and City Attorney.

FINANCIAL IMPACT:

All contracts are fully funded within the General and Hotel Fund budgets as noted in the attached spreadsheet.

BACKGROUND:

During the budget process this summer, the City Council reviewed the following non-profit agency requests and funding amounts. Attached are the contracts for the non-profits. The attached contracts identify the scope of services which the individual non-profits will provide to the Town of Addison.

RECOMMENDATION:

Administration recommends approval.

Council Goals: Establish a Non-Profit Funding Strategy

Attachments

FY13-14 Funding Levels

2014 Non Profit Contracts

Summary of Nonprofit Grant Requests FY 2013-2014

Organization	Awarded 12-13	Request 13-14	CM Proposed	CPB Contact	Staff Notes	Ron's Comments
Communities in Schools Dallas, Inc.	-	\$ 50,000	\$ 10,000	Laurel Brewster	Indicates expanded coverage to Bush Elementary.	Funding at this level puts us in line with other area cities (Plano at \$25,000 and McKinney at \$5,000). GHWB Elementary has an in-house councilor and we have not been able to get sufficient information from GHWB or Communities in Schools to justify the full \$50,000 request.
CONTACT Crisis Line	\$ 5,000	\$ 15,000	\$ 7,500	Donna Hugly	They usually request 10k. This year's request is increased by \$5k towards the salary of a "Follow-Up Coordinator" for at-risk callers	Have increased funding by \$2,500. This organization is also the beneficiary of funding from the Addison Midday Rotary race.
The Family Place	\$ 10,000	\$ 10,000	\$ 10,000	Sharon Aston		
Launchability	\$ 5,000	\$ 5,000	\$ 5,000	Stacey Griggs		
Metrocrest Chamber of Commerce	\$ 35,000	\$ 35,000	\$ 35,000	Council		
Metrocrest Family Medical Clinic	\$ 3,000	\$ 10,000	\$ 3,000	Sabina Bradbury	Indicated an increased volume of usage. Did not break out Addison residents.	The Family Medical Clinic has been inconsistent with requesting funds and the required follow-up.
Metrocrest Social Services	\$ 30,000	\$ 60,000	\$ 50,000	Lance Murray	Merged with SAS. MSS served 444 Addison residents with services valued at \$33,618. SAS served 30 residents at an estimated cost of \$20,000. There are also \$8,000 in admin costs.	We have increased the funding to account for the merger, but there should be some resulting efficiencies. The cost of service per Addison resident seems sufficient.
Senior Adult Services	\$ 17,000	\$ -	\$ -	Troy Cooper	Merged with MSS	
UBL - Texas Wranglers	\$ 2,000	\$ 20,000	\$ 2,000	Dan Heinzerling	No change from prior year request.	
Addison Arbor Foundation	\$ 33,000	\$ 53,400	\$ 53,400	TBD	2014 proposed projects include railroad car screening plants along Arapaho, reuse and relocation of the Addison Cotton Gin, purchase and placement of several sculptures, and plaques/signage.	There are some concerns related to the railroad car screening due to the proximity to the airport and security issues.
Trinity Christian Academy	\$ -	\$ 5,000	\$ -	-	-	Cannot be awarding grant funding under Article 3, Section 52 of the Texas Constitution. It does not prohibit contracts for services, but this is not the request.
Dance Council	\$ 7,000	\$ 7,000	\$ 7,000	Becky Thompson		This pays for Taste. Dance. Addison. (Summer Salsa and other events that we contract with them for are paid separately.)
WaterTower Theatre	\$ 390,000	\$ 445,000	\$ 445,000	Council	Increase to offset rising price of materials (wood, steel, etc), and to add the Discover Series back, which was removed 3 years ago when the economy tanked.	Funding for WTT was reduced in the past. Since that time, WTT has increased their funding significantly which merits a funding increase.
Total	\$537,000	\$715,400	\$627,900			Dance Council and WTT are funded out of the Hotel Fund

STATE OF TEXAS

§

CONTRACT FOR SERVICES

§

COUNTY OF DALLAS

§

This Contract for Services (“Contract”) is made and entered into as of the 1st day of October, 2013 by and between the Town of Addison, Texas (the “City”) and the Addison Arbor Foundation (the “Arbor Foundation”).

WITNESSETH:

WHEREAS, the Arbor Foundation is a private, non-profit corporation established under the laws of the State of Texas for the purposes of, among other things, engaging in, conducting and promoting charitable, educational, social and public welfare activities for the benefit of the public parks systems and the parks and recreation programs of the City, including but not limited to the following: accepting and improving land for parks, environmental easements and other public uses, development of public park facilities, restoration and beautification of parks, greenbelts and other public land, enhancement of the City’s landscape and public buildings with gifts of visual art, development of public cultural, social and educational resources, improvement of opportunities for the visual and performing arts, and strengthening of the delivery of public park and recreation services; and

WHEREAS, the Arbor Foundation’s efforts have resulted in, among other things, the development of a community garden, enhancement of Super Bowl XLV festivities by planting forty-five trees in Les Lacs Park, and provision of quarterly educational events on horticultural topics; and

WHEREAS, the City is a home rule city and has full power of local self government pursuant to article 11, section 5 of the Texas Constitution and its Home Rule Charter, and among other things may acquire, hold, manage and control such property as its interests may require, may lay out, establish, open, grade, care for, supervise, maintain and improve parks and public places, and may establish, provide, acquire, maintain, construct, equip, operate and supervise recreational facilities; and

WHEREAS, it is the City’s desire to encourage and promote the continued development of its parks, public places, and recreational facilities.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Arbor Foundation do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2013 through the 30th day of September, 2014, except as otherwise provided for herein, and subject to the earlier termination of this Contract.

II. SERVICES

The Arbor Foundation shall provide the following services to the City (collectively, the “Services”) (all monetary amounts identified in this Section II below are approximate amounts to be expended by the Arbor Foundation in accomplishing the Services):

(a) Purchase and installation of monolith stone signage and plaques to identify sculptures restored or acquired through donation and installed in sculpture gardens along the Les Lacs Linear Trail, Redding Trail, and the Wiley Post Island (\$3,500.00).

(b) Installation of plantings to screen railroad cars along Arapaho Road and the south end of Addison Airport (\$15,000.00).

(c) Reuse of the architectural elements of the original Addison Cotton Gin and placement within a Town of Addison park site to be determined at a later date (\$6,700.00)

(d) Continued refresh of Town of Addison park spaces by updating/replacement of overgrown and mature plantings to include native and drought tolerant plantings (\$3,400.00).

(e) Purchase of a sculpture for a Town of Addison park site to be determined at a later date (\$18,000.00).

(f) Purchase of a cortense steel dog sculpture to be placed at the entrance of the Redding Trail Dog Park (\$6,800.00).

(g) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter listing the expenditures made by the Arbor Foundation with the revenues received pursuant to this Contract.

In satisfaction hereof and as determined by the City, the Services may be provided directly by the Arbor Foundation or funding of the Services may be provided to the City by the Arbor Foundation. Services will be provided upon the prior approval by the City. Design for any of the Services provided by the Arbor Foundation is subject to the City’s approval prior to installation thereof.

III. COMPENSATION

For the provision of the Services of the Arbor Foundation as described herein, the City shall pay the Arbor Foundation the sum of Fifty-Three Thousand Four Hundred and No/100 Dollars (\$33,000.00). Such sum shall be paid on or before January 1, 2014, provided the Arbor Foundation is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE ARBOR FOUNDATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED

HEREUNDER BY THE ARBOR FOUNDATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY THE ARBOR FOUNDATION.*** The Arbor Foundation covenants and agrees to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Addison, Texas and the elected and appointed officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected and appointed officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an “Addison Person” and collectively the “Addison Persons”), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the “Claims”), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by the Arbor Foundation under this Contract; and/or (3) any other act or omission under or in performance of this Contract by the Arbor Foundation, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for the Arbor Foundation, or any other person or entity for whom the Arbor Foundation is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

The Arbor Foundation shall promptly advise the City in writing of any claim or demand against any Addison Person or the Arbor Foundation related to or arising out of the Arbor Foundation’s activities under this Contract and shall see to the investigation and defense of such claim or demand at the Arbor Foundation’s sole cost and expense. The Addison Persons shall have the right, at the Addison Persons’ option and at own expense, to participate in such defense without relieving the Arbor Foundation of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day

period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if the Arbor Foundation has failed at the time of such cancellation and termination to provide all of the Services set forth herein, the Arbor Foundation shall refund to the City that portion of funds paid to the Arbor Foundation under the terms of this Contract (and identified in Section II, above) allocable to the Services that have not been provided at the time of cancellation and termination.

Example: This Contract is terminated on May 1, 2014. At the time of termination, the Arbor Foundation has provided the Services identified in subsections (a) and (b) of Section II, above, is 50% of the way (as agreed upon by the parties) through providing the Services identified in subsection (c) of Section II, and has not provided the Services identifies in subsections (d), (e), or (f). The Arbor Foundation must refund to the City the following amount: (i) \$4,000.00 (50% of the amount set forth in subsection (c) of Section II), (ii) \$5,250.00 (the full amount set forth in subsection (d) of Section II), (iii) \$1,600.00 (the full amount set forth in subsection (e) of Section II), and (e) \$1,400.00 (the full amount set forth in subsection (f) of Section II), or \$12,250.00.

Upon payment or tender of any refund amount, all of the obligations of the Arbor Foundation and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the Services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Arbor Foundation shall have any financial interest, direct or indirect, in this Contract or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Arbor Foundation shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and the Arbor Foundation shall make such periodic reports to the City, as provided for herein, listing the expenditures made by the Arbor Foundation from the funds provided by the City. The approval of the Arbor Foundation's annual budget creates a fiduciary duty in the Arbor Foundation with respect to the funds provided by the City under this Contract.

The funds paid to the Arbor Foundation pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money.

Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

The Arbor Foundation shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2013, with the last quarter ending September 30, 2014), the Arbor Foundation shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by the Arbor Foundation of the funds paid to the Arbor Foundation under this Contract; and (b) a year-to-date report of the expenditures made by the Arbor Foundation of the funds paid to the Arbor Foundation under this Contract (and if this Contract is terminated prior to its expiration, the Arbor Foundation shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, the Arbor Foundation shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of the Arbor Foundation's fiscal year, the Arbor Foundation shall provide the City with a financial statement signed by the Chairman of the Arbor Foundation's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth the Arbor Foundation's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing (e.g., a hard-copy, non-electronic format).

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and the Arbor Foundation is that of independent contractor, and the City and the Arbor Foundation by the execution of this Contract do not change the independent status of the Arbor Foundation. The Arbor Foundation is an independent contractor, and no term or provision of this Contract or action by the Arbor Foundation in the performance of this Contract is intended nor shall be construed as making the Arbor Foundation the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Arbor Foundation performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The Arbor Foundation may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

This Contract is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and the Arbor Foundation are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, the Arbor Foundation agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

The Arbor Foundation shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Arbor Foundation agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Matthew McCombs
Assistant to the City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Arbor Foundation's address:

Mary Jo Cater
Addison Arbor Foundation
PO Box 1649
Addison, TX 75001

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XIX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and the Arbor Foundation and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and the Arbor Foundation.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

ADDISON ARBOR FOUNDATION

By: _____
Ron Whitehead, City Manager

By: _____
Mary Jo Cater, President

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

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This Contract for Services (“Contract”) is made and entered into as of the 1st day of October, 2013 by and between the Town of Addison, Texas (the “City”) and Contact Crisis Line (“Contact Crisis Line”).

WITNESSETH:

WHEREAS, Contact Crisis Line is a private, non-profit organization established under the laws of the State of Texas for the purpose of counseling, supporting, helping and being a vehicle of hope for men, women and children in the Dallas area who are struggling too deal with issues ranging from depression, loneliness, substance abuse, relationship issues, financial hardship and other problems; and

WHEREAS, Contact Crisis Line provides emergency assistance and a connection to resources to thousands of persons in need and fielded nearly 40,000 calls from individuals suffering through a variety of crisis; and

WHEREAS, Contact Crisis Line daily serves people from teens to seniors, facing daily challenges with the use of its 24-hour free confidential listening, comfort, and a connection to resources, education, and emergency assistance; and

WHEREAS, Contact Crisis Line has grown to more than sixty (60) centers in twenty-one (21) states and does not accept federal government funding of any kind but relies on the support of private individuals, corporations and foundations.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and Contact Crisis Line do hereby contract and agree as follows:

I. TERM

The term of this contract and agreement shall be for a period of one year from the 1st day of October, 2013 through the 30th day of September, 2014, except as otherwise provided for herein.

II. SERVICES

The Contact Crisis Line shall provide the following services to the City:

(a) Crisis Prevention and Resource Services: From the Susan and Ben Odom Call Center, more than 100 specially trained Crisis Line Specialists support callers 242 hours a day with crisis prevent services, as well as referring them to other community agencies if further assistance is needed during the City’s 2013-2014 fiscal year.

(b) Emergency Aid Program: Provides free transportation for individuals in a potentially life-threatening situation to a safe place or an emergency unit at a hospital; DART bus and rail passes for critical transportation needs; and essential prescription funding for life-sustaining medications.

(c) Teen CONTACT: A program dedicated to teens by providing telephone crisis prevention services and distributing valuable resource information on teen-related issues to school counselors, youth groups, and parents. This outreach program actually takes services out of the call center and into classrooms, youth centers and churches, providing large and small group presentations in both English and Spanish.

(d) Community Engagement: The expansion of all of our programs to the Spanish-speaking community. Providing Spanish-speaking volunteers to staff two new phone lines and providing materials and presentations in Spanish.

(e) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter listing the expenditures made by Contact Crisis Line with the revenues received pursuant to this Contract.

III. COMPENSATION

For the operation and provision of the services, projects and programs of Contact Crisis Line as described herein, the City shall pay Contact Crisis Line the sum of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00). Such sum shall be paid on or before January 1, 2013, provided Contact Crisis Line is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) CONTACT CRISIS LINE AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY CONTACT CRISIS LINE OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY CONTACT CRISIS LINE.*** Contact Crisis Line covenants and agrees to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "**Addison Person**" and collectively the "**Addison Persons**"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or

indirectly, (the “Claims”), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by Contact Crisis Line under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Contact Crisis Line, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Contact Crisis Line, or any other person or entity for whom Contact Crisis Line is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contact shall promptly advise the City in writing of any claim or demand against any Addison Person or Contact Crisis Line related to or arising out of Contact Crisis Line's activities under this Contract and shall see to the investigation and defense of such claim or demand at Contact Crisis Line's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Contact Crisis Line of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Contact Crisis Line has failed at the time of such cancellation and termination to provide all of the services set forth herein, Contact Crisis Line shall refund to the City that portion of funds paid to Contact Crisis Line under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Contact Crisis Line shall be determined by dividing the amount paid by the City under this Contract by 365 (the “daily rate”), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Contact Crisis Line and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer or employee of Contact Crisis Line shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Contact Crisis Line shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Contact Crisis Line shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Contact Crisis Line from the funds provided by the City. The approval of Contact Crisis Line's annual budget creates a fiduciary duty in Contact Crisis Line with respect to the funds provided by the City under this Contract.

The funds paid to Contact Crisis Line pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Contact Crisis Line shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2013, with the last quarter ending September 30, 2014), Contact Crisis Line shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Contact Crisis Line of the funds paid to Contact Crisis Line under this Contract; and (b) a year-to-date report of the expenditures made by Contact of the funds paid to Contact under this Contract (and if this Contract is terminated prior to its expiration, Contact Crisis Line shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Contact Crisis Line shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of Contact Crisis Line's fiscal year, Contact Crisis Line shall provide the City with a financial statement signed by the Chairman of Contact Crisis Line's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Contact Crisis Line's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing (e.g., a hard-copy, non-electronic format).

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Contact Crisis Line is that of independent contractor, and the City and Contact Crisis Line by the execution of this Contract do not change the independent status of Contact Crisis Line. Contact Crisis Line is an independent contractor, and no term or provision of this Contract or action by Contact Crisis Line in the performance of this Contract is intended nor shall be construed as making Contact Crisis Line the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which Contact Crisis Line performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Contact Crisis Line may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

This Contract is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Contact Crisis Adams are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. COPYRIGHT

Contact Crisis Line assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in Contact Crisis Line's performances, transmissions or broadcasts, and CONTACT CRISIS LINE, without limiting any other indemnity given by Contact Crisis Line as set forth herein, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY LIABILITY, CLAIMS, OR DAMAGES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEY'S FEES) GROWING OUT OF CONTACT CRISIS LINE'S INFRINGEMENT OR VIOLATION OF ANY STATUTE, TREATY TERM, OR REGULATION

APPLICABLE TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO COPYRIGHTS.

XII. NON-DISCRIMINATION

During the term of this Contract, Contact Crisis Line agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

Contact Crisis Line shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Contact Crisis Line agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown,

the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Matthew McCombs
Assistant to the City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Contact Crisis Line's address:

Carol Casmus
Contact Crisis Line
P.O. Box 800742
Dallas, Texas 75380

XVIII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XIX. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and Contact Crisis Line and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Contact Crisis Line.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

CONTACT CRISIS LINE

By: _____
Ron Whitehead, City Manager

By: _____
Print: _____

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

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This Contract for Services (“Contract”) is made and entered into as of the 1st day of October, 2013 by and between the Town of Addison, Texas (the “City”) and the Dance Council (the “Dance Council”).

WITNESSETH:

WHEREAS, the Dance Council is a private, non-profit corporation established under the laws of the State of Texas for the purpose of promoting and supporting dance in North Texas, including the Town of Addison, and providing artistic, educational, and cultural opportunities to people of all ages, races and abilities; and

WHEREAS, the Dance Council’s productions and work attract tourists to and encourages tourism in the City, and the City has an interest in attracting such tourists and promoting tourism to the area in order to receive the economic benefits associated therewith; and

WHEREAS, it is the City’s desire to encourage and promote the arts, including dance; and

WHEREAS, the City is authorized to expend revenues from its hotel occupancy tax for the encouragement, promotion, improvement, and application of the arts, including, without limitation, dance, and desires to encourage and promote the arts (including dance) through the execution of this Contract for Services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Dance Council do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2013 through the 30th day of September, 2014, except as otherwise provided for herein.

II. SERVICES

The Dance Council shall provide the following services to the City:

(a) Provide a program entitled “Taste Dance: Addison Style”. This program shall be a four part series of lecture/demonstrations on dance to be presented at the Conference and Theatre Centre for a Sunday afternoon festival during the City’s 2013-2014 fiscal year, on dates and at times to be decided. Dance themes addressed in the lecture/demonstrations shall include the following or items like the following:

-Elledanceworks - Modern Dance

Elledanceworks Dance Company: visceral, gritty, moving - a non-profit 501(c)(3) organization bringing quality modern dance and choreography to the metroplex and beyond for the last ten years.

-Contemporary Ballet Dallas – Contemporary Ballet

CBD was founded by SMU alumni looking to revitalize dance in Dallas. Our progressive, diverse style combines ballet with modern movement and music to bring dance to audiences like they've never seen it before.

-Legacy Tap Project - Tap

Legacy Tap Project was established for the purpose of preserving historical tap choreography through education, documentation, and performance.

-North Texas Middle Eastern Dance Association - Bellydance

The NTMEDA, a nonprofit organization, is a collective of Middle Eastern, performing troupes, independent artists, teachers, students, choreographers, dance enthusiasts, musicians, and businesses.

(b) The inclusion of the "Taste Dance: Addison Style" program on a series of postcards and the "Taste Dance: Addison Style" brochure. The Dance Council shall contact the City regarding the details of those postcards.

(c) The inclusion of the Addison logo on the Dance Council web site (www.thedancecouncil.org) or any other web site of the Dance Council. The Dance Council shall contact the City regarding the details of including the Addison logo on the web site.

(d) Provide a banner sign of the City at each Dance Council event which takes place in the City (with a banner sign to be provided by the City).

(e) Provide recognition from the stage at all Dance Council events (including Dance for the Planet, National Tap Dance Celebration, The Dallas Morning News Dance Festival, The Legacy Awards, and Taste Dance: Addison Style).

(f) Work and coordinate with the City's Special Events Department to promote and mark City events, with details regarding the same to be determined by the City, in consultation with the Dance Council, during the City's 2013-2014 fiscal year.

(g) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter listing the expenditures made by the Dance Council with the revenues received pursuant to this Contract.

III. COMPENSATION

For the operation and provision of the services, projects and programs of the Dance Council as described herein, the City shall pay the Dance Council the sum of Seven Thousand and No/100 Dollars (\$7,000.00). Such sum shall be paid on or before April 9, 2014, provided Dance Council is not then in default of this Contract.

IV. INDEMNIFICATION

(a) DANCE COUNCIL AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY DANCE COUNCIL OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY DANCE COUNCIL.*** Dance Council covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an “Addison Person” and collectively the “Addison Persons”), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the “Claims”), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by Dance Council under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Dance Council, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Dance Council, or any other person or entity for whom Dance Council is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Dance Council shall promptly advise the City in writing of any claim or demand against any Addison Person or Dance Council related to or arising out of Dance Council’s activities under this Contract and shall see to the investigation and defense of such claim or demand at Dance Council’s sole cost and expense. The Addison Persons shall have the right, at the Addison Persons’ option and at own expense, to participate in such defense without relieving Dance Council of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Dance Council has failed at the time of such cancellation and termination to provide all of the services set forth herein, Dance Council shall refund to the City that portion of funds paid to Dance Council under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Dance Council shall be determined by dividing the amount paid by the City under this Contract by 365 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Dance Council and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Dance Council shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Dance Council shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Dance Council from the funds provided by the City. The approval of Dance Council's annual budget creates a fiduciary duty in Dance Council with respect to the funds provided by the City under this Contract.

The funds paid to Dance Council pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds

received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Dance Council shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2013, with the last quarter ending September 30, 2014), Dance Council shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Dance Council of the funds paid to Dance Council under this Contract; and (b) a year-to-date report of the expenditures made by Dance Council of the funds paid to Dance Council under this Contract (and if this Contract is terminated prior to its expiration, Dance Council shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Dance Council shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of Dance Council's fiscal year, Dance Council shall provide the City with a financial statement signed by the Chairman of Dance Council's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Dance Council's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing (e.g., a hard-copy, non-electronic format).

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Dance Council is that of independent contractor, and the City and Dance Council by the execution of this Contract do not change the independent status of Dance Council. The Dance Council In Schools is an independent contractor, and no term or provision of this Contract or action by Dance Council in the performance of this Contract is intended nor shall be construed as making Dance Council the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Dance Council performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Dance Council may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or

other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

This Contract is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Dance Council are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. COPYRIGHT

Dance Council assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in Dance Council's performances, transmissions or broadcasts, and DANCE COUNCIL, without limiting any other indemnity given by Dance Council as set forth herein, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY LIABILITY, CLAIMS, OR DAMAGES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEY'S FEES) GROWING OUT OF DANCE COUNCIL'S INFRINGEMENT OR VIOLATION OF ANY STATUTE, TREATY TERM, OR REGULATION APPLICABLE TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO COPYRIGHTS.

XII. NON-DISCRIMINATION

During the term of this Contract, Dance Council agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

Dance Council shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions

shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Dance Council agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Matthew McCombs
Assistant to the City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Dance Council's address:

Pam Deslorieux
Executive Director
3630 Harry Hines Blvd.
Dallas, Texas 75024

XVIII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XIX. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto,

and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and Dance Council and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Dance Council.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

DANCE COUNCIL

By: _____
Ron Whitehead, City Manager

By: _____
Pam Deslorieux, Executive Director

STATE OF TEXAS

§

CONTRACT FOR SERVICES

COUNTY OF DALLAS

§

§

This Contract for Services (“Contract”) is made and entered into as of the 1st day of October, 2013 by and between the Town of Addison, Texas (the “City”) and LaunchAbility (“LaunchAbility”).

WITNESSETH:

WHEREAS, LaunchAbility is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing services to children and adults with disabilities since 1963; and

WHEREAS, LaunchAbility provides and will continue to provide “early childhood intervention” to citizens of the City and of the region surrounding the City through speech, physical, developmental and other specialized behavioral therapies; and,

WHEREAS, LaunchAbility provides and will continue to provide “supported employment services” to citizens of the City and of the region surrounding the City through occupational training for adults with mental retardation, job matching assistance and job performance support for these individuals; and

WHEREAS, LaunchAbility will provide these services in a manner consistent with the Town of Addison's non-profit agency reporting requirements by submitting quarterly client service reports, regular organizational financial reports, and updates on City clients served by the agency as well as identifying a staff person with LaunchAbility to be designated as a liaison to the City through which all reporting and communication shall flow; and

WHEREAS, the success or failure of LaunchAbility’s purposes and objectives has a direct impact on the health, comfort, and welfare of the citizens of the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, has authority to provide public health services as set forth in Chapter 121, Tex. Health and Safety Code and other law, and to create a municipal development corporation pursuant to Chapter 379A, Tex. Loc. Gov. Code, to provide job training and to foster economic opportunity and job generation, and the services provided by LaunchAbility hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and LaunchAbility do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2013 through the 30th day of September, 2014, except as otherwise provided for herein.

II. SERVICES

LaunchAbility covenants and agrees that it shall:

(a) Provide “early childhood intervention” to citizens of the City and of the region surrounding the City through speech, physical, developmental and other specialized behavioral therapies; and

(b) Provide “supported employment services” to citizens of the City and of the region surrounding the City through occupational training for adults with mental retardation, job matching assistance and job performance support for these individuals; and

(c) Use the funds paid to Launchability pursuant to this Contract for services provided to children and adults who receive services in Addison only; and

(d) Provide such services in a manner consistent with the Town of Addison's non-profit agency reporting requirements by submitting quarterly client service reports, regular organizational financial reports, and updates on City clients served by the agency as well as identifying a staff person with LaunchAbility to be designated as a liaison to the City through which all reporting and communication shall flow; and

(e) Continuation of the ECI program, which help babies and toddlers, birth to age three, with autism, spina bifida, Down syndrome, cerebral palsy, and other disabilities and developmental potential and improve their ability to be successful in school; and

(f) Provide services for clients that include career assessment; placement in jobs that match up their skills to the needs of the employers; on the job training; and ongoing support to ensure our clients’ success; and

(g) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of LaunchAbility as described herein, the City shall pay LaunchAbility the sum of Five Thousand and No/100 Dollars (\$5,000.00). Such sum shall be paid on or before January 1, 2014, provided LaunchAbility is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) LAUNCHABILITY AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY LAUNCHABILITY OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY LAUNCHABILITY.*** LaunchAbility covenants and agrees to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an **“Addison Person”** and collectively the **“Addison Persons”**), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the **“Claims”**), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by LaunchAbility under this Contract; and/or (3) any other act or omission under or in performance of this Contract by LaunchAbility, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for LaunchAbility, or any other person or entity for whom LaunchAbility is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

LaunchAbility shall promptly advise the City in writing of any claim or demand against any Addison Person or LaunchAbility related to or arising out of LaunchAbility' activities under this Contract and shall see to the investigation and defense of such claim or demand at LaunchAbility' sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving LaunchAbility of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if LaunchAbility has failed at the time of such cancellation and termination to provide all of the services set forth herein, LaunchAbility shall refund to the City that portion of funds paid to LaunchAbility under the terms of this Contract in accordance with the following: Prorata funding returned to the City by LaunchAbility shall be determined by dividing the amount paid by the City under this Contract by 365 (the “daily rate”), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of LaunchAbility and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City’s business. No officer or employee of LaunchAbility shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, “benefit” means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, LaunchAbility shall submit for the City’s review a budget showing the use of the City’s funds provided pursuant to this Contract, and LaunchAbility shall make such periodic reports to the City, as provided for herein, listing the expenditures made by LaunchAbility from the funds provided by the City. The approval of LaunchAbility’ annual budget creates a fiduciary duty in LaunchAbility with respect to the funds provided by the City under this Contract.

The funds paid to LaunchAbility pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

LaunchAbility shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2013, with the last quarter ending September 30, 2014), LaunchAbility shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by LaunchAbility of the funds paid to LaunchAbility under this Contract; and (b) a year-to-date report of the expenditures made by LaunchAbility of the funds paid to LaunchAbility under this Contract (and if this Contract is terminated prior to its expiration, LaunchAbility shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, LaunchAbility shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of LaunchAbility's fiscal year, LaunchAbility shall provide the City with a financial statement signed by the Chairman of LaunchAbility's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth LaunchAbility's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing (e.g., a hard-copy, non-electronic format).

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and LaunchAbility is that of independent contractor, and the City and LaunchAbility by the execution of this Contract do not change the independent status of LaunchAbility. LaunchAbility is an independent contractor, and no term or provision of this Contract or action by LaunchAbility in the performance of this Contract is intended nor shall be construed as making LaunchAbility the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which LaunchAbility performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

LaunchAbility may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

This Contract is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and LaunchAbility are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, LaunchAbility agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

LaunchAbility shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and LaunchAbility agree to provide the

other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

LaunchAbility' address:

Matthew McCombs
Assistant to the City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Kathryn Parsons
LaunchAbility
4350 Sigma, Suite 100
Farmers Branch, Texas 75244

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XIX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and LaunchAbility and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and LaunchAbility

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

LAUNCHABILITY

By: _____
Ron Whitehead, City Manager

By: _____

Print: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

CONTRACT FOR SERVICES

This Contract for Services (“Contract”) is made and entered into as of the 1st day of October, 2012 by and between the Town of Addison, Texas (the “City”) and the Metrocrest Chamber of Commerce (the “Chamber”).

WITNESSETH:

WHEREAS, the Chamber is an independent non-profit corporation established under the laws of the State of Texas for the purpose of promoting business in the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, has authority to promote the economic development and to stimulate business and commercial activity within the City, and the services provided by the Chamber hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens and the economic development of the City.

NOW, THEREFORE, in consideration of all mutual covenants and agreements hereinafter set forth, the parties do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October 2012 through the 30th day of September 2013, except as otherwise provided for herein.

II. SERVICES

A. The Chamber shall assist the City in its economic development activities and assist in developing programs that will enhance business opportunities throughout the Metrocrest region.

More particularly, the Chamber will provide the following services to the City (the “Services”):

1. *Economic Development Marketing* – The Chamber will provide to the City the following economic development marketing services (“Economic Development Marketing Services”):

(a) provide marketing support of the Addison Conference Centre and the Visit Addison facilities that will generate at least 5 events annually;

(b) provide marketing support to Addison Economic Development Department;

- (c) conduct a Business Expo with marketing targeted at Addison businesses and provide education sessions;
- (d) support the Addison Business Registration process;
- (e) conduct Economic Development Committee meetings at least quarterly including Economic Development representatives from each city that is served by the Chamber (the City of Carrollton, the City of Farmers Branch, and the City) as well as representatives from the Chamber board;
- (f) coordinate the aforementioned event with area brokers;
- (g) develop a strategy to reach out to minority/ethnic chambers of commerce in the region to create awareness of Addison business opportunities and special events, and
- (h) Provide marketing and logistical support for special events of the City.

2. *Entrepreneur Development Support* - The Chamber will provide to the City the following entrepreneur development support services (“Entrepreneur Development Support Services”):

- (a) highlight local resources available to entrepreneurs (i.e. SBA, SBDCs, SCORE, etc.)
- (b) develop monthly workshop program targeted at small businesses; and
- (c) provide complimentary one year memberships to business start-ups of the Accelerated Ventures Program that are being incubated by the Town of Addison.

3. *Addison Business Profile Support* - The Chamber will provide to the City the following services which will raise Addison’s business profile (“Addison Business Profile Support”):

- (a) Organize and conduct annual Mayor’s Forum;
- (b) Provide a local (leadership development opportunity via Leadership Metrocrest;
- (c) Provide ribbon-cutting support for new businesses to the Addison area, as well as Addison business expansions and new Chamber members; and
- (d) Conduct an annual Educator Appreciation Luncheon for Bush Elementary.

4. *Develop Strategies to Connect the Addison Airport Community and the Addison Business Community* - The Chamber will provide to the City the following services

connecting the Addison Airport Community and the Addison Business Community (“Airport-Business Connection Services”):

- (a) provide airport management, tenants, and users opportunities to attend and benefit from Chamber events such as the Business Expo, Chairman’s Circle, etc;
- (b) organize tour of airport for area officials;
- (c) increase awareness of airport to Chamber members; and
- (d) work with airport management to provide support regarding the airport strategic development plan.

5. *Hotel Concierge Support* - The Chamber will provide to the City the following Hotel Concierge Support services (“Hotel Concierge Support Services”):

- (a) assist the Town of Addison Visitor Services Department in establishing a Hotel Concierge Business program for major conferences held at local hotels;
- (b) provide volunteers at targeted hotel conferences to disseminate information of local attractions, local events, and business support services; and
- (c) collaborate with Visitor Services in assisting with a survey of meeting planners to gauge effectiveness of meeting location utilized and services provided.

B. Within 30 days following the end of each calendar quarter during the term of this Contract (e.g., following the end of December, 2012; March, 2013; June, 2013; and September, 2013), the Chamber will provide to the City a written report identifying the work and services of the Chamber performed and provided by the Chamber during the immediately prior quarter with respect to each of the Services. A form to be used by the Chamber in making those reports is attached hereto as Exhibit 1 and incorporated herein.

A City representative as determined by the City Council shall serve as an Ex-Officio Director of the Chamber and as a member of the Chamber’s Economic Development Committee. The City’s staff member responsible for Economic Development shall also be a member of the Committee.

III. COMPENSATION

A. For the design, development and implementation of the programs enumerated in Section II above, the City shall pay to the Chamber the sum of Thirty-Five Thousand and No/100 Dollars (\$35,000.00), with such amount to be paid on or before January 1, 2013 provided the Chamber is not then in default of this Contract. Such amount is allocated to the services of the Chamber as follows: (i) for the Economic Development Marketing Services, the sum of \$15,000.00; (ii) for the Entrepreneur Development Support Services, the sum of \$5,000.00; (iii) for the Addison Business Profile Support, the sum of \$5,000.00; (iv) for the Airport-Business

Connection Services, the sum of \$5,000.00; and (v) for the Hotel Concierge Support Services, the sum of \$5,000.00.

B. If requested, the Chamber shall provide its monthly financial statements to the City Manager. Such reports shall include statements of revenues and expenses. The City Manager shall also receive a copy of the Annual Business Plan and Annual Report of program activity. No payment shall be made during any period in which this provision is not complied with. Such statement shall provide sufficient information as to support the accuracy of the monthly financial statements.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE CHAMBER AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY THE CHAMBER, ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY THE CHAMBER.*** The Chamber covenants and agrees to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an **“Addison Person”** and collectively the **“Addison Persons”**), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the **“Claims”**), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by the Chamber under this Contract; and/or (3) any other act or omission under or in performance of this Contract by the Chamber, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for the Chamber, or any other person or entity for whom the Chamber is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

The Chamber shall promptly advise the City in writing of any claim or demand against any Addison Person or the Chamber related to or arising out of the Chamber's activities under this Contract and shall see to the investigation and defense of such claim or demand at the Chamber's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving the Chamber of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter.

In the event of such cancellation and termination and if the Chamber has failed at the time of such cancellation and termination to provide all the Services set forth herein, the Chamber shall refund to the City a portion of funds paid to the Chamber under the terms of this Contract in accordance with the following: Prorata funding returned to the City by the Chamber shall be determined by dividing the amount paid for each of the Economic Development Marketing Services, the Entrepreneur Development Support Services, the Addison Business Profile Support, the Hotel Concierge Support Services, and the Airport-Business Connection Services by 366 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination.

For example, assume this Contract is terminated on March 31, 2013; but for the termination, 183 days of the term of this Contract would have remained at that time. As of the date of termination, the Chamber has not provided all of the Economic Development Marketing Services. Accordingly, the Chamber would reimburse to the City the sum of $\$15,000.00 \div 366 \times 183$, or \$7,500.00.

Upon payment or tender of such amount, all of the obligations of the Chamber and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and

should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer or employee of the Chamber shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Chamber shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and the Chamber shall make such periodic reports to the City, as provided for herein, listing the expenditures made by the Chamber from the funds provided by the City. The approval of the Chamber's annual budget creates a fiduciary duty in the Chamber with respect to the funds provided by the City under this Contract.

The funds paid to the Chamber pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day-to-day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

The Chamber shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2012, with the last quarter ending September 30, 2013), the Chamber shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by the Chamber of the funds paid to the Chamber under this Contract; and (b) a year-to-date report of the expenditures made by the Chamber of the funds paid to the Chamber under this Contract (and if this Contract is terminated prior to its expiration, the Chamber shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, the Chamber shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of the Chamber's fiscal year, the Chamber shall provide the City with a financial statement signed by the Chairman of the Chamber's Board of Directors (or other person acceptable to the City) as accepted by the Chamber's Board of Directors, of and setting forth all activities funded by this Contract and the Chamber's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports,

and correspondence also be provided to the City in writing (e.g., a hard-copy, non-electronic format).

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and the Chamber is that of independent contractor, and the City and the Chamber by the execution of this Contract do not change the independent status of the Chamber. The Chamber is an independent contractor, and no term or provision of this Contract or action by the Chamber in the performance of this Contract is intended nor shall be construed as making the Chamber the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Chamber performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The Chamber may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

This Contract is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and the Chamber are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, the Chamber agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

The Chamber shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Chamber agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Matthew McCombs
Assistant to the City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Chamber's address:

Tracy Eubanks
President
Metrocrest Chamber of Commerce
5100 Belt Line Road, Suite 430
Dallas, Texas 75254

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be

deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XIX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and the Chamber and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and the Chamber

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

**METROCREST CHAMBER OF
COMMERCE**

By: _____
Ron Whitehead, City Manager

By: _____
Tracy Eubanks, President

EXHIBIT 1
TO CONTRACT FOR SERVICES

Metrocrest Chamber of Commerce
Service Agreement Milestone Quarterly Report

Town of Addison

1.	<i>Economic Development Marketing (\$15,000):</i> <ul style="list-style-type: none">➤ Provide marketing support of Addison Conference Center and Visit Addison facilities that will generate at least 5 events annually.➤ Provide marketing support to Addison economic development department.➤ Conduct Business Expo with marketing targeted at Addison Businesses and provide educational sessions.➤ Support the Addison Business Registration process➤ Conduct Economic Development Committee meetings at least quarterly including Economic Development representatives from each city as well as representatives from the chamber board.➤ Coordinate event with area brokers.➤ Develop strategy to reach out to minority/ethnic chambers of commerce in the region to create awareness of Addison business opportunities and special events.➤ Provide marketing and logistical support for special events.
2.	<i>Entrepreneur Development/Small Business Support(\$5,000):</i> <ul style="list-style-type: none">➤ Highlight local resources available to entrepreneurs (i.e. SBA, SBDCs, SCORE, etc.).➤ Develop monthly workshop program targeted at small businesses.➤ Provide complimentary one year chamber membership to business start-ups of the Accelerated Venture Program that are being incubated by the Town of Addison.
3.	<i>Help raise profile of Town of Addison regionally(\$5,000):</i> <ul style="list-style-type: none">➤ Organize and conduct annual Mayor’s Forum.➤ Provide local Leadership development opportunity via Leadership Metrocrest.➤ Provide ribbon-cutting support for new businesses to area, business expansions and new chamber members.➤ Conduct annual Educator appreciation lunch for Bush Elementary
4.	<i>Develop strategies to “bridge the gap” between the Addison Airport community and the business community(\$5,000):</i> <ul style="list-style-type: none">➤ Provide airport management, tenants and users opportunities to attend and benefit from chamber events such as the Business Expo, Chairman’s Circle, etc.➤ Organize tour of airport for area officials.➤ Increase awareness of airport to chamber members➤ Work with airport management to provide support regarding the airport strategic development plan.
5.	<i>Hotel Concierge Support(\$5,000):</i> <ul style="list-style-type: none">➤ Assist Visitor Services in establishing a Hotel Concierge Business program for major conferences held at local hotels in coordination with Addison Advocates.➤ Provide volunteers at targeted hotel conferences to disseminate information of local attractions, local events, and business support services.➤ Collaborate with Visitor Services in assisting with survey of meeting planners to gauge effectiveness of services provided and location.

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

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This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2013 by and between the Town of Addison, Texas (the "City"), and Metrocrest Family Medical Clinic ("Metrocrest Family Medical Clinic").

WITNESSETH:

WHEREAS, Metrocrest Family Medical Clinic is a private, non-profit organization established under the laws of the State of Texas for the purpose of improving the health of the local community by offering low cost treatment for minor medical problems for children and adults; and

WHEREAS, the success or failure of Metrocrest Family Medical Clinic purposes and objectives has a direct impact on the health and welfare of the citizens of the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, has authority to provide public health services as set forth in Chapter 121, Tex. Health and Safety Code and other law, and the services provided by Metrocrest Family Medical Clinic hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and Metrocrest Family Medical Clinic do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2013 through the 30th day of September, 2014, except as otherwise provided for herein.

II. SERVICES

Metrocrest Family Medical Clinic covenants and agrees that it shall:

(a) Provide low cost treatment for minor medical problems, during normal operating hours of the clinic, for children and adults living in Addison;

(b) Provision of evening medical clinics, staffed by volunteer personnel, which provide medical attention to the residents of our service area who would otherwise not be able to receive treatment of episodic medical attention;

(c) Address orientation of each individual client with sudden loss of medical insurance benefits to resources to meet their often complex medical needs;

(b) Present a mid-year written report to the City on the progress and status of services provided by Metrocrest Family Medical Clinic and provide quarterly status reporting to the City in a mutually agreed upon form;

(c) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of Metrocrest Family Medical Clinic as described herein, the City shall pay Metrocrest Family Medical Clinic the sum of Three Thousand and No/100 Dollars (\$3,000.00). Such sum shall be paid on or before January 1, 2014, provided Metrocrest Family Medical Clinic is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) METROCREST FAMILY MEDICAL CLINIC AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY METROCREST FAMILY MEDICAL CLINIC, ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY METROCREST FAMILY MEDICAL CLINIC.*** Metrocrest Family Medical Clinic covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by Metrocrest Family Medical Clinic under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Metrocrest Family Medical Clinic, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Metrocrest Family Medical Clinic, or any other person or entity for whom Metrocrest Family Medical Clinic is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers,

and concessionaires. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Metrocrest Family Medical Clinic shall promptly advise the City in writing of any claim or demand against any Addison Person or Metrocrest Family Medical Clinic related to or arising out of Metrocrest Family Medical Clinic's activities under this Contract and shall see to the investigation and defense of such claim or demand at Metrocrest Family Medical Clinic's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Metrocrest Family Medical Clinic of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Metrocrest Family Medical Clinic has failed at the time of such cancellation and termination to provide all of the services set forth herein, Metrocrest Family Medical Clinic shall refund to the City that portion of funds paid to Metrocrest Family Medical Clinic under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Metrocrest Family Medical Clinic shall be determined by dividing the amount paid by the City under this Contract by 365 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Metrocrest Family Medical Clinic and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer or employee of Metrocrest Family Medical Clinic shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, “benefit” means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Metrocrest Family Medical Clinic shall submit for the City’s review a budget showing the use of the City’s funds provided pursuant to this Contract, and Metrocrest Family Medical Clinic shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Metrocrest Family Medical Clinic from the funds provided by the City. The approval of Metrocrest Family Medical Clinic’s annual budget creates a fiduciary duty in Metrocrest Family Medical Clinic with respect to the funds provided by the City under this Contract.

The funds paid to Metrocrest Family Medical Clinic pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Metrocrest Family Medical Clinic shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2013, with the last quarter ending September 30, 2014), Metrocrest Family Medical Clinic shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Metrocrest Family Medical Clinic of the funds paid to Metrocrest Family Medical Clinic under this Contract; and (b) a year-to-date report of the expenditures made by Metrocrest Family Medical Clinic of the funds paid to Metrocrest Family Medical Clinic under this Contract (and if this Contract is terminated prior to its expiration, Metrocrest Family Medical Clinic shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Metrocrest Family Medical Clinic shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of Metrocrest Family Medical Clinic’s fiscal year, Metrocrest Family Medical Clinic shall provide the City with a financial statement signed by the Chairman of Metrocrest Family Medical Clinic’s Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Metrocrest Family Medical Clinic’s income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing (e.g., a hard-copy, non-electronic format).

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Metrocrest Family Medical Clinic is that of independent contractor, and the City and Metrocrest Family Medical Clinic by the execution of this Contract do not change the independent status of Metrocrest Family Medical Clinic. Metrocrest Family Medical Clinic is an independent contractor, and no term or provision of this Contract or action by Metrocrest Family Medical Clinic in the performance of this Contract is intended nor shall be construed as making Metrocrest Family Medical Clinic the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which Metrocrest Family Medical Clinic performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Metrocrest Family Medical Clinic may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

This Contract is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Metrocrest Family Medical Clinic are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, Metrocrest Family Medical Clinic agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

Metrocrest Family Medical Clinic shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and,

with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Metrocrest Family Medical Clinic agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Matthew McCombs
Assistant to the City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Metrocrest Family Medical Clinic's address:

Jane Wood Hawkins
Executive Director
Metrocrest Family Medical Clinic
1 Medical Parkway, Suite 149
Dallas, Texas 75234

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XIX. ENTIRE CONTRACT

This Contract represents the entire and integrated contract and agreement between the City and Metrocrest Family Medical Clinic and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Metrocrest Family Medical Clinic

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

**METROCREST FAMILY MEDICAL
CLINIC**

By: _____
Ron Whitehead, City Manager

By: _____
Jane Wood Hawkins, Executive Director

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

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This Contract for Services (“Contract”) is made and entered into as of the 1st day of October, 2013 by and between the Town of Addison, Texas (the “City”) and Metrocrest Social Services (“Metrocrest”).

WITNESSETH:

WHEREAS, Metrocrest is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing information, referral and short term emergency assistance to the citizens within the City; and

WHEREAS, the success or failure of Metrocrest’s purposes and objectives has a direct impact on the health, comfort, and welfare of the citizens of the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, is authorized pursuant to Section 150.002, Texas Human Resources Code, to provide housing, food, clothing, and day care services to the indigent on its own or by contract, and the services provided by Metrocrest hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Town of Addison, Texas and Metrocrest Social Services do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2013 through the 30th day of September, 2014, except as otherwise provided for herein.

II. SERVICES

During the term of this Contract, Metrocrest covenants and agrees that it shall:

(a) Provide direct material assistance and short term emergency assistance to residents and citizens of the City of which includes:

- 1) Rent
- 2) Utilities
- 3) Food
- 4) Clothing
- 5) Prescription Drugs
- 6) Transportation Services
- 7) Home Improvement Projects for Seniors
- 8) Other related services

- (b) Provide information and referral on health and social service issues to residents and citizens of the City of which includes:
- 1) Employment Assistance
 - 2) Health and Social Services Referrals
 - 3) Support Group Information
 - 4) Other related referrals
- (c) Provide indirect assistance to residents and citizens for the City of which includes:
- (1) Collaboration with others in the community for awareness of need and maximum utilization of resources
 - (2) Community education about issues, needs, and resources
 - (3) Inquiry into the causes of identified problems
 - (4) Participation in the development of plans and strategies to address the causes
 - (5) Provisions of volunteer opportunities for community-wide involvement in the programs of the Metrocrest Social Services.
- (d) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of Metrocrest as described herein, the City shall pay Metrocrest the sum of Fifty Thousand and No/100 Dollars (\$50,000.00). Such sum shall be paid on or before January 1, 2014, provided Metrocrest is not then in default of this Contract.

IV. INDEMNIFICATION

(a) METEROCREST AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY METROCREST OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY METROCREST SOCIAL SERVICES.*** Metrocrest Social Services covenants and agrees to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an “Addison Person” and collectively the “Addison Persons”), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature

whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the “Claims”), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by Metrocrest Social Services under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Metrocrest Social Services, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Metrocrest Social Services, or any other person or entity for whom Metrocrest Social Services is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Metrocrest Social Services shall promptly advise the City in writing of any claim or demand against any Addison Person or Metrocrest Social Services related to or arising out of Metrocrest Social Services’ activities under this Contract and shall see to the investigation and defense of such claim or demand at Metrocrest Social Services’ sole cost and expense. The Addison Persons shall have the right, at the Addison Persons’ option and at own expense, to participate in such defense without relieving Metrocrest Social Services of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Metrocrest has failed at the time of such cancellation and termination to provide all of the services set forth herein, Metrocrest shall refund to the City that portion of funds paid to Metrocrest under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Metrocrest shall be determined by dividing the amount paid by the City under this Contract by 365 (the “daily rate”), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Metrocrest and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer or employee of Metrocrest shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Metrocrest's annual budget period begins October 1 of each year and ends on September 30 of the following year. The funds to be paid to Metrocrest pursuant to this Contract shall be included in Metrocrest's budget for the year that begins October 1, 2013 and ends September 30, 2014. Upon its adoption, Metrocrest shall submit that budget to the City for the City's review, and Metrocrest shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Metrocrest from the funds provided by the City and shown Metrocrest's budget. The approval of Metrocrest's annual budget creates a fiduciary duty in Metrocrest with respect to the funds provided by the City under this Contract.

The funds paid to Metrocrest pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Metrocrest shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2013, with the last quarter ending September 30, 2014), Metrocrest shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Metrocrest of the funds paid to Metrocrest under this Contract; and (b) a year-to-date report of the expenditures made by Metrocrest of the funds paid to Metrocrest under this Contract (and if this Contract is terminated prior to its expiration, Metrocrest shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Metrocrest shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days following the end of Metrocrest's fiscal year, Metrocrest shall provide the City with a financial statement signed by the Chairman of Metrocrest's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Metrocrest's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing (e.g., a hard-copy, non-electronic format).

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Metrocrest is that of independent contractor, and the City and Metrocrest by the execution of this Contract do not change the independent status of Metrocrest. Metrocrest is an independent contractor, and no term or provision of this Contract or action by Metrocrest in the performance of this Contract is intended nor shall be construed as making Metrocrest the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which Communities in Schools performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Metrocrest may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

This Contract is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Metrocrest are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, Metrocrest agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

Metrocrest shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Metrocrest agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City’s address:

Matthew McCombs
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Metrocrest’s address:

Tracy Eubanks
Metrocrest Social Services
13801 Hutton Drive, Suite 150
Farmers Branch, Texas 75234

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XIX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and Metrocrest and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Metrocrest.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

METROCREST SOCIAL SERVICES

By: _____

Ron Whitehead, City Manager

By: _____

Print: _____

STATE OF TEXAS

§

CONTRACT FOR SERVICES

§

COUNTY OF DALLAS

§

This Contract for Services (“Contract”) is made and entered into as of the 1st day of October, 2013 by and between the Town of Addison, Texas (the “City”) and The Family Place, Inc., a Texas non-profit corporation (“The Family Place”).

WITNESSETH:

WHEREAS, The Family Place is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing counseling, outreach, referrals, education and protection services to victims of domestic violence; and

WHEREAS, the success or failure of The Family Place purposes and objectives has a direct impact on the health and welfare of the citizens of the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, has authority to provide public health services as set forth in Chapter 121, Tex. Health and Safety Code and other law, and the services provided by The Family Place hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and The Family Place do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2013 through the 30th day of September, 2014, except as otherwise provided for herein.

II. SERVICES

The Family Place covenants and agrees that it shall:

(a) Establish a satellite facility in the Metrocrest area for the purpose of conducting counseling, outreach, referrals, public education, and protection services to victims of domestic violence through a variety of program services in the Addison, Carrollton, and Farmers Branch area;

(b) Coordinate with other area social outreach agencies such as Metrocrest Social Services to provide the functions described in paragraph (a) above. Such coordination shall include volunteer training for those volunteers (who desire and agree to be so trained) conducting referral functions for the Metrocrest Social Services and any other groups employing volunteers for referral functions;

(c) Distribute to various media, brochures and public service announcements (“PSA”) to inform residents in the area of the services offered by The Family Place. Such an informational campaign shall include the following:

- radio public service announcements submitted to air in English and Spanish
- local and regional newspaper PSAs describing the Family Place services
- distribution of informational pamphlets to various community, civic, and social service organizations within the Metrocrest
- speaking engagements at various community, civic, and social service organizations to also include, when arranged by the City, an annual presentation to the Addison apartment managers forum as an avenue to disseminate public information within the apartment communities;

(d) Include an Addison representative on the Family Place Metrocrest Advisory Board to enhance communication and coordination of the agencies efforts in Addison and the Metrocrest;

(e) Seek the assistance of volunteers in conducting all annual fundraising events to raise awareness of the Family Place and its services. Such special events shall be rotated through Addison, Carrollton, and Farmers Branch to serve as host sites;

(f) Present a mid-year written report to the City on the progress and status of services provided at the new Metrocrest satellite facility, and continue quarterly status reporting to the City in a mutually agreed upon form;

(g) Provide a copy of The Family Place’s annual audit of financial condition to the City; and

(h) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of The Family Place as described herein, the City shall pay The Family Place the sum of Ten Thousand and No/100 Dollars (\$10,000.00). Such sum shall be paid on or before January 1, 2014, provided The Family Place is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE FAMILY PLACE AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY THE FAMILY PLACE OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR

INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY THE FAMILY PLACE.*** The Family Place covenants and agrees to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an **“Addison Person”** and collectively the **“Addison Persons”**), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the **“Claims”**), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by The Family Place under this Contract; and/or (3) any other act or omission under or in performance of this Contract by The Family Place, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for The Family Place, or any other person or entity for whom The Family Place is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

The Family Place shall promptly advise the City in writing of any claim or demand against any Addison Person or The Family Place related to or arising out of The Family Place's activities under this Contract and shall see to the investigation and defense of such claim or demand at The Family Place's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving The Family Place of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if The Family Place has failed at the time of such cancellation and termination to provide all of the services set forth herein, The Family Place shall refund to the City that portion of funds paid to The Family Place under the terms of this Contract in accordance with the following: Prorata funding returned to

the City by The Family Place shall be determined by dividing the amount paid by the City under this Contract by 365 (the “daily rate”), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of The Family Place and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City’s business. No officer or employee of The Family Place shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, “benefit” means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, The Family Place shall submit for the City’s review a budget showing the use of the City’s funds provided pursuant to this Contract, and The Family Place shall make such periodic reports to the City, as provided for herein, listing the expenditures made by The Family Place from the funds provided by the City. The approval of The Family Place’s annual budget creates a fiduciary duty in The Family Place with respect to the funds provided by the City under this Contract.

The funds paid to The Family Place pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

The Family Place shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2013, with the last quarter ending September 30, 2014), The Family Place shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by The Family Place of the funds paid to The Family Place under this Contract; and (b) a year-to-date report of the expenditures made by The Family Place of the funds paid to The Family Place under this Contract (and if this Contract is terminated prior to its expiration, The Family Place shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, The Family Place shall make its records

available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of The Family Place's fiscal year, The Family Place shall provide the City with a financial statement signed by the Chairman of The Family Place's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth The Family Place's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing (e.g., a hard-copy, non-electronic format).

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and The Family Place is that of independent contractor, and the City and The Family Place by the execution of this Contract do not change the independent status of The Family Place. The Family Place is an independent contractor, and no term or provision of this Contract or action by The Family Place in the performance of this Contract is intended nor shall be construed as making The Family Place the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which The Family Place performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The Family Place may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

This Contract is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and The Family Place are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, The Family Place agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

The Family Place shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and The Family Place agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Matthew McCombs
Assistant to the City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Family Place's address:

Karen Miller
The Family Place
PO Box 7999
Dallas, TX 75209

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XIX. ENTIRE CONTRACT

This Contract represents the entire and integrated contract and agreement between the City and The Family Place and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and The Family Place

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

THE FAMILY PLACE, INC.

By: _____
Ron Whitehead, City Manager

By: _____
Print: _____

STATE OF TEXAS

§

CONTRACT FOR SERVICES

§

COUNTY OF DALLAS

§

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2013 by and between the Town of Addison, Texas (the "City"), and United Basketball League, Texas, Texas Wranglers ("UBL").

WITNESSETH:

WHEREAS, United Basketball League, Texas is an organization dedicated to the maturation of young men as athletes and citizens through professional basketball; and

WHEREAS, the success or failure of UBL's purposes and objectives has a direct impact on the health and welfare of the citizens of the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, has authority to provide public health services as set forth in Chapter 121, Tex. Health and Safety Code and other law, and the services provided by UBL hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and United Basketball League, Texas do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2013 through the 30th day of September, 2014, except as otherwise provided for herein.

II. SERVICES

UBL covenants and agrees that it shall:

- (a) play "home games" within the corporate limits of the City;
- (b) play at least one "play-off game" within the corporate limits of the City;
- (c) participate in at least one City special event to provide interactive basketball demonstrations;
- (d) coordinate with the Town's Visitor Services Department to promote and book hotel rooms in Addison for players and game attendees for "home" and "play off" games held in Addison. Such efforts shall be measured and documented;

- (e) Present a mid-year written report to the City on the progress and status of services provided by UBL, and continue quarterly status reporting to the City in a mutually agreed upon form;
- (f) Provide a copy of UBL's annual audit of financial condition to the City; and
- (g) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of UBL as described herein, the City shall pay UBL the sum of Two Thousand and No/100 Dollars (\$2,000.00). Such sum shall be paid on or before January 1, 2014, provided UBL is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) UBL AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY UBL OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY UBL.*** UBL covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon any Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (1) the Services as described in Section II of this Contract; (2) representations or warranties by UBL under this Contract; and/or (3) any other act or omission under or in performance of this Contract by UBL, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for UBL, or any other person or entity for whom UBL is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

UBL shall promptly advise the City in writing of any claim or demand against any Addison Person or UBL related to or arising out of UBL's activities under this Contract and shall see to the investigation and defense of such claim or demand at UBL's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving UBL of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Contract, shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if UBL has failed at the time of such cancellation and termination to provide all of the services set forth herein, UBL shall refund to the City that portion of funds paid to UBL under the terms of this Contract in accordance with the following: Prorata funding returned to the City by UBL shall be determined by dividing the amount paid by the City under this Contract by 365 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of UBL and the City under this Contract shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Contract as provided for in this Contract) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer or employee of UBL shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, UBL shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and UBL shall make such periodic reports to the City, as provided for herein, listing the expenditures made by UBL from the funds provided by the City. The approval of UBL's annual budget creates a fiduciary duty in UBL with respect to the funds provided by the City under this Contract.

The funds paid to UBL pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

UBL shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2013, with the last quarter ending September 30, 2014), UBL shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by UBL of the funds paid to UBL under this Contract; and (b) a year-to-date report of the expenditures made by UBL of the funds paid to UBL under this Contract (and if this Contract is terminated prior to its expiration, UBL shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, UBL shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of UBL's fiscal year, UBL shall provide the City with a financial statement signed by the Chairman of UBL's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth UBL's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing (e.g., a hard-copy, non-electronic format).

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and UBL is that of independent contractor, and the City and UBL by the execution of this Contract do not change the independent status of UBL. UBL is an independent contractor, and no term or provision of this Contract or action by UBL in the performance of this Contract is intended nor shall be construed as making UBL the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which UBL performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

UBL may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

This Contract is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPIRS

Nothing contained in this Contract shall be deemed to constitute that the City and UBL are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, UBL agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

UBL shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Contract are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested,

postage prepaid, at the addresses shown below. The City and UBL agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Matthew McCombs
Assistant to the City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

UBL's address:

Coach Ozzie Denson
2520 Widgeon Way
Mesquite, TX 75181

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XIX. ENTIRE CONTRACT

This Contract represents the entire and integrated contract and agreement between the City and UBL and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and UBL.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

UNITED BASKETBALL LEAGUE, TEXAS

By: _____
Ron Whitehead, City Manager

By: _____
Ozzie Denson, Coach

ATTEST:

ATTEST:

By: _____
Chris Terry, City Secretary

By: _____
Typed/printed name: _____
Its: _____

STATE OF TEXAS

§

CONTRACT FOR SERVICES

COUNTY OF DALLAS

§

§

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2013 by and between the Town of Addison, Texas (the "City") and the WaterTower Theatre Incorporated ("WTT"), a Texas non-profit corporation with its principal place of business in Addison, Dallas County, Texas.

WHEREAS, WTT is a Texas non-profit corporation which exists for the purpose of the development and advancement of theatre and drama in the City as well as to promote theatrical activities through numerous productions throughout the year; and

WHEREAS, WTT's productions and work attract tourists to and encourages tourism in the City, and the City has an interest in attracting such tourists and promoting tourism to the area in order to receive the economic benefits associated therewith; and

WHEREAS, it is the City's desire to encourage and promote the arts, including, without limitation, theatre; and

WHEREAS, the City is authorized to expend revenues from its hotel occupancy tax for the encouragement, promotion, improvement, and application of the arts, including, without limitation, theatre, and desires to encourage and promote the arts (including theatre) through the execution of this Contract for Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the City and WaterTower Theatre Incorporated do hereby contract and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from the 1st day of October, 2013 through the 30th day of September, 2014, except as otherwise provided for herein.

II. SERVICES

WTT shall provide the following services:

- (a) Presentation of a minimum of five (5) main stage productions, one (1) season extra production, and The Out of the Loop Festival.
- (b) Recognition of the City in all playbills printed in connection with the productions.
- (c) Work with all hotels located in the City to generate awareness regarding the theatre.

(d) Work and coordinate with the City's Special Events Department to promote and market City events, with details regarding the same to be determined by the City, in consultation with WTT, during the City's 2013-2014 fiscal year.

(e) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter listing the expenditures made by WTT with the revenues received pursuant to this Contract.

III. COMPENSATION

The City agrees to pay WTT as base consideration the sum of Two Hundred Ninety Five Thousand and No/100 Dollars (\$295,000.00) "Base Consideration" from its revenue derived from the City's hotel occupancy tax, provided that the minimum number of shows are actually presented and performed as set forth in this Contract. Payment of the Base Consideration to WTT will be made by the Town on or before January 1, 2014. In addition to the Base Consideration as provided above, the City agrees to pay to WTT "Matching Funds" in an amount up to One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). A description of what constitutes Matching Funds and the process for the payment of such Funds is set forth in Exhibit A attached hereto and incorporated herein.

In the event the City terminates this Contract as provided for in Section V, the City shall not be liable to WTT for the payment of any portion of the unpaid funds. The City also reserves the right to pursue all legal remedies against WTT for funds previously paid to WTT in the event WTT defaults on any term of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) WTT AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY WTT OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) **WTT'S Indemnification Obligation:** WTT covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to the Town of Addison, Texas), INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and the Town of Addison, Texas' elected officials, its officers, employees, representatives, agents and volunteers (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, agents, and volunteers of the Town of Addison, Texas being each an "Addison Person" and collectively "Addison Persons") from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the City and/or any other Addison Person, whether directly or indirectly, (the "Claims") that arise

out of, result from, or relate to: (i) the performance or provision by WTT of the WTT Services as described above in Section II of this Contract, (ii) any representations and/or warranties by WTT under this Contract, and (iii) any act or omission under, in performance of, or in connection with the WTT Services and/or this Contract by WTT or by any of WTT's owners, directors, officers, shareholders, managers, partners, employees, agents, consultants, contractors, subcontractors, invitees, guests, customers, licensees, sublicensees, or any other person or entity for whom WTT is legally responsible, and their respective owners, directors, officers, shareholders, managers, partners, employees, agents, consultants, contractors, subcontractors, invitees, guests, customers, and licensees ("WTT Persons"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.** However, WTT's liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise WTT's liability for Addison or any other Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to the Addison Person or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

WTT shall promptly advise Addison in writing of any claim or demand against any Addison Person or WTT or any other WTT Persons related to or arising out of WTT's Services and activities under this Contract and shall see to the investigation and defense of such claim or demand at WTT's sole cost and expense. Addison Persons shall have the right, at the Addison Persons' option and own expense, to participate in such defense without relieving WTT of any of its obligations hereunder.

The indemnity, hold harmless, and defense obligations set forth herein shall survive the expiration or termination of this Contract.

V. TERMINATION

(a) The City may terminate this Contract at any time if:

(1) WTT defaults on any provision of this Contract and fails to correct such default after thirty (30) days written notice of default from the City; or

(2) WTT fails to make any payment required under the Agreement For The Use of The Addison Theatre Centre within thirty (30) days after written notification of delinquency of payment by the City; or

(3) The City gives WTT at least sixty (60) days prior written notice; or

(4) WTT has offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting; or

(5) If WTT should violate the provision in Section XII, Non-Discrimination and fails to correct the violations within thirty (30) days of written notice of the violation by the City.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of WTT's business.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, WTT shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and WTT shall make such periodic reports to the City, as provided for herein, listing the expenditures made by WTT from the funds provided by the City. The approval of WTT's annual budget creates a fiduciary duty in WTT with respect to the funds provided by the City under this Contract.

The funds paid to WTT pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day-to-day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

WTT shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of each quarter (beginning with the quarter ending December 31, 2013, with the last quarter ending September 30, 2014), WTT shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by WTT of the funds paid to WTT under this Contract; and (b) a year-to-date report of the expenditures made by WTT of the funds paid to WTT under this Contract (and if this Contract is terminated prior to its expiration, WTT shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, WTT shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of WTT's fiscal year, WTT shall provide the City with a financial statement signed by the Chairman of WTT's Board of Directors (or

other person acceptable to the Town) and audited by an independent Certified Public Accountant, setting forth WTT's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing (e.g., a hard-copy, non-electronic format).

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and WTT is that of independent contractor, and the City and WTT by the execution of this Contract do not change the independent status of WTT. No term or provision of this Contract or action by WTT in the performance of this Contract is intended nor shall be construed as making WTT the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

WTT may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

This Contract is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and WTT are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. COPYRIGHT

WTT assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in WTT's performances, transmissions or broadcasts, and WTT, without limiting any other indemnity given by WTT as set forth herein, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS,

EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY LIABILITY, CLAIMS, OR DAMAGES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEY'S FEES) GROWING OUT OF WTT'S INFRINGEMENT OR VIOLATION OF ANY STATUTE, TREATY TERM, OR REGULATION APPLICABLE TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO COPYRIGHTS.

XII. NON-DISCRIMINATION

During the term of this Contract, WTT agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS; RECITALS

WTT shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any suit or action under this Contract, exclusive venue for all suits or actions shall be instituted and maintained in Dallas County, Texas. This Contract shall be governed by and construed under and pursuant to the laws of the State of Texas without regard to choice of law rules of any jurisdiction.

XV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and WTT agree to provide the other with written notification within five (5) days, if the address for notices, provided below,

is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Matthew McCombs
Assistant to the City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

WTT's address:

Terry Martin
Producing Artistic Director
WaterTower Theatre Incorporated
15650 Addison Road
Addison, Texas 75001

XVIII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XIX. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and WTT and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and WTT.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

**WATERTOWER THEATRE
INCORPORATED**

By: _____
Ron Whitehead, City Manager

By: _____
Terry Martin, Producing Artistic Director

EXHIBIT "A"
TO
2013-2014 CONTRACT FOR SERVICES
BETWEEN THE TOWN OF ADDISON
AND WATERTOWER THEATRE INCORPORATED

DESCRIPTION OF "MATCHING FUNDS" AND PROCESS FOR
DISTRIBUTION OF MATCHING FUNDS
FOR WATERTOWER THEATRE INCORPORATED
FROM HOTEL/MOTEL TAX FUNDS

For each One Dollar of Theatre Funds (as defined herein) actually received by WTT, the City shall pay to WTT an equal amount ("Matching Funds") up to but not exceeding One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). In order to receive Matching Funds, WTT shall provide to the City such proof of its receipt of Theatre Funds as the City shall reasonably require. WTT shall make application on or before the 15th day of each month for distribution of Matching Funds (beginning January 16, 2014) and the City shall pay such Matching Funds provided the City has received adequate proof, in the City's sole opinion, of the actual receipt of Theatre Funds by WTT as set forth in each application.

For purposes of this Agreement, the term "Theatre Funds" shall mean and include: (i) cash funds actually received by WTT during the term hereof from any gifts, grants, donations, or other cash contributions from any person or business entity (whether for-profit or non-profit), and (ii) that amount of funds determined by multiplying (a) the number of 2014 WTT season tickets sold by WTT on or before November 15, 2013, times (b) the average cost of a single season ticket, times (c) 25%. For purposes of this Agreement, the average cost of a single season ticket shall be \$110.00.

AGREEMENT FOR THE USE OF THE ADDISON THEATRE CENTRE

THIS AGREEMENT is between the Town of Addison, a municipal corporation, of Dallas County, Texas (“TOWN”) and the WaterTower Theatre, Inc. (“WTT”), a Texas nonprofit corporation with its principal place of business at Addison Theatre Centre, Addison, Dallas County, Texas.

WHEREAS, the TOWN has as one of its purposes the establishment, maintenance, promotion, and operation of cultural facilities for the benefit of the public; and

WHEREAS, the TOWN has constructed a theatre (Theatre Centre) in the furtherance of such purposes; and

WHEREAS, the Theatre Centre is located upon real estate as shown in Exhibit A which is attached and made a part of this Agreement; and

WHEREAS, the TOWN and WTT intend that the Theatre Centre will provide office space together with access to rehearsal and performance space, as well as serve as an outstanding performance facility that will attract other prominent performing groups and individuals to Addison; and

WHEREAS, the TOWN and WTT desire to enter into an agreement whereby WTT would be a user of the Theatre Centre with scheduling rights as defined in this document;

NOW, THEREFORE, the TOWN and WTT agree as follows:

SECTION 1

PURPOSE; THEATRE CENTRE DEFINED

(a) The purpose of this Agreement is to state the terms and conditions under which WTT will use and occupy the described portions of the Theatre Centre and to describe the responsibilities of the TOWN in the operation and management of the Theatre Centre.

(b) As used in this Agreement “Theatre Centre” means the structure shown in Exhibit A. The areas indicated in Exhibit A shaded in blue denote the areas that are accessible to the lessee of the main theatre space. “Administrative Offices” shall mean those certain offices located in the Theatre Centre designated by the Manager of the TOWN (the “City Manager”) for use by WTT, solely for WTT’s administrative activities, and set out on the plans, as attached Exhibit A denoted in red, as such space may be increased on the reasonable request of WTT and with the reasonable approval of the TOWN.

(c) WTT, its employees, agents, patrons, and invitees shall have a nonexclusive license to use the common areas designated on Exhibit A attached hereto but such license shall at all times be subject to the exclusive control and management by the TOWN. WTT hereby agrees to be bound by and to comply with such reasonable rules and regulations as the TOWN

may establish with respect to the use of such common areas. The TOWN agrees to inform WTT in writing of such rules and regulations, and of any changes to such that might occur. The term “common areas” shall include but not be limited to parking area, walkways, green areas and landscaped areas. The TOWN understands that WTT may, from time to time, wish to utilize the “common areas” as a part of or for performances. WTT agrees to inform the TOWN as prescribed in Section 4(c) of this agreement of the intent to use such common areas for theatrical performances or for other events. The TOWN and WTT agree to cooperate with the other in the event that the “common areas” are used for theatrical performances or events related to the conference center or any other event sponsored by the TOWN.

SECTION 2

LEASE OF THEATRE CENTRE

The TOWN, upon the terms and conditions contained herein, agrees to allow WTT use of, in accordance with the use and occupancy provisions of this Agreement, those facilities and areas within the Theatre Centre that are needed from time to time for its various activities including but not limited to performances, rehearsals, auditions, meetings, administration, ticket and merchandise sales, library, dressing, storage, and such other activities as approved by the Conference and Theatre Centre Manager (hereafter “Manager”), in writing, and as further set forth on the Theatre and Conference Center’s Master Booking Calendar. WTT shall furnish, in writing no later than June 1 of each year, schedules setting out all dates, times and spaces needed, which schedules may be updated from time to time upon prior written notice from WTT to the TOWN and the Town’s approval of such updated schedules. The TOWN agrees to provide written confirmation of WTT’s use of spaces, on the dates and times requested, if such spaces are available when requested.

SECTION 3

TERM AND TERMINATION

(a) The term of this Agreement is for a period beginning on the 1st day of October 2013, and continuing until September 30, 2014, unless the term is extended or earlier cancelled, as provided herein.

(b) The TOWN may cancel this Agreement at any time if:

(i) WTT fails to make any payment required under this Agreement within 10 business days after written notification of delinquency of payment by the TOWN; or

(ii) WTT violates any other provision of this Agreement and fails to begin correction of the violation within 25 days of written notification of the violation from the TOWN and fails to accomplish correction within a reasonable period thereafter; or

(iii) The TOWN shall give WTT sixty (60) days written notice; or

(iv) WTT fails to comply with any term of the 2013-2014 Contract for Services between the Town of Addison and Water Tower Theatre Company within thirty (30) days after written notice of such failure to comply from the TOWN.

(c) WTT may cancel this Agreement by giving the City Manager written notice sixty (60) days or more in advance of the cancellation date.

(d) This Agreement may be renewed and extended for a term of twelve (12) months beginning October 1, 2014, and ending September 30, 2014, and for like twelve (12) month periods thereafter upon the express written consent of the TOWN and WTT, given within ninety (90) days prior to October 1st each succeeding year.

SECTION 4

USE AND OCCUPANCY BY WTT

(a) *Office Areas.* During the term of this agreement, WTT has the use of the defined office space, as set out in Section 1(b) above and attached.

(b) *Schedule of Uses.* Attached hereto as Exhibit C are the proposed dates, times, and spaces requested by WTT in connection with shows or events to be produced by WTT during the term of this Agreement. The Manager shall review such dates, times, and spaces and confirm the same, in writing, to WTT. WTT is hereby advised that spaces in the Theatre Centre are available on a “first come” basis and are confirmed by notice in writing from the Manager and receipt by the TOWN of the payment for the required fees.

(c) *Box Office.* Box Office will be open and manned continuously during the following dates and times:

(i) During WTT Production/Presentation of Show Weeks:

Monday	Closed
Tuesday – Saturday	12:00 P.M. – 6:00 P.M.

Performance Days	One hour prior to each performance through the intermission of that performance
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(ii) During WTT Non-Production/Presentation of Show Weeks:

Saturday/Sunday/Monday	Closed
Tuesday – Friday	12:00 P.M.-6:00 P.M.

When WTT is producing or presenting an event, WTT must provide members of its staff to oversee the event from start to finish. A WTT representative must be on the premises throughout the duration of the event. Without in any way limiting any provision of this Agreement, in the event an emergency or urgent situation arises at or about the Theatre Centre while WTT is producing or presenting an event, WTT shall take such steps as are prudent and necessary to immediately respond to the emergency, including, without limitation, causing

patrons at the Theatre Centre to vacate the premises and contacting the emergency services of the Town of Addison.

No performances may take place in the facilities during Town Sponsored special events. Limited use of the facilities MAY be granted at the Managers discretion for rehearsals, builds and technical work. If permission is granted, a maximum of 15 parking passes will be issued to WTT allowing access to the Addison Airport parking area or other designated parking area at the TOWN's discretion.

During TOWN sponsored special events all dressing rooms will be available for use by the TOWN unless prior written authorization has been granted by the Manager.

Cancellation of scheduled spaces will be treated as follows: Cancellation more than forty-five (45) days before scheduled date, no penalty. Cancellation less than forty-five (45) days prior to the scheduled date, responsible for full rental payment.

It is expected that WTT will produce events, and, with the Town's express consent, present events.

Typically, "presenting" a show refers to an outside group bringing in a show or production to which WTT attaches its name. There is little risk involved but the return is often much lower and the presenter has little control over the product.

"Producing" a show implies that a theatre company takes the steps to create the show from the ground up. There is a larger amount of risk but the return and control of the product is much larger. [See Stephen Langley's *Theatre Management and Production in America* for general information.]

Presenting is subject to approval by the Town of Addison. A copy of the proposed contract will be sent to the Manager prior to being forwarded to the potential presenter.

(d) *Food and Beverage.* Except as provided herein, food and beverages are prohibited within the performance spaces at the Theatre Centre. The sole exception will be bottled water with a lid that may be brought into the performance spaces at any time. However, no liquid may be stored or consumed in the vicinity of any electronic equipment.

Food and beverage may be brought in the Main Space and Studio Theatre during special events such as the annual Gala fundraiser. A performance will not, however, constitute a special event. All food, food service items, beverages, beverage containers, catering supplies and trash must be removed from the spaces that evening immediately following the conclusion of the event. All spills, stains and other food and beverage messes shall be cleaned that evening. Failure to clean up in this manner will result in the Manager contacting the cleaning service to provide a full cleaning of the space. The resulting cleaning fee will be charged to WTT on the next regular monthly invoice.

(e) *Use of Dressing Rooms.* When the main theatre space is rented, during a non-special event time, dressing rooms 1-4 will be included as part of that rental. If the rehearsal hall

is rented to another group, dressing rooms 5 and 6 will be made available to the group in the rehearsal hall. If the rehearsal hall is not being rented by another group or not needed by the renting group dressing rooms 1-6 may be used by the renter of the main space.

(f) *Smoking in Productions.* Smoking or other use of any type of tobacco product is prohibited within the Theatre Centre. In the instances where smoking needs to be portrayed as part of a production, only smokeless prop, powder or water based “e-cigarettes” may be used.

SECTION 5

USE AND OCCUPANCY BY THE TOWN

(a) *Scheduling Other Events.* Other than the dates and times when WTT has scheduled an event in accordance with Section 4, the TOWN has the unrestricted right to schedule other events in the Theatre Centre and utilize the scenery in place on such dates and times. The TOWN and WTT agree to cooperate and assist the other in scheduling events in the Theatre Centre for dates not scheduled by WTT. However, such efforts by WTT are subject to the express terms of Section 20 of this Agreement, and WTT recognizes that only the TOWN has authority to book events. Any damage to the set resulting from an event booked into the Addison Theatre Centre (“ATC”) main space by the TOWN will be repaired at the TOWN’s expense.

(b) *Concessions.*

(i) WTT may sell concessions only during WTT performances and must comply with all Town of Addison Environmental Health Regulations. Alcoholic beverages may only be dispensed in compliance with the TABC (Texas Alcoholic Beverage Commission) rules and regulations. WTT shall have the right to use concession areas in connection with and at the time of WTT’s scheduled performances. WTT shall have no rights with respect to use of the concession areas or equipment, or other food and beverage service items belonging to or under the control of the TOWN at any other time. WTT will have access to the concession area for food and beverage storage and sale only on performance dates.

(ii) The TOWN shall not be liable to WTT, its employees, agent’s patrons, or invitees for damages or otherwise for the quality, failure, unavailability, or disruption of any food or beverage or service thereof in connection with WTT performances.

(c) *Control of the Theatre Centre.* The TOWN retains the right to control the management of the Theatre Centre through its representatives, and to enforce all necessary rules for its management and operation, and the TOWN, through its police officers, fire fighters, and other designated representatives, reserves the right at any time to enter any portion of the Theatre Centre. For non-emergency purposes, the TOWN shall attempt to provide reasonable notice to WTT.

(d) *Shows Not Produced by WTT.* At the TOWN’s request, WTT shall provide certain box office services for shows not produced by WTT (for purposes of this subsection (d) of this Section 5, “Third Party Shows”), as follows:

(i) WTT shall sell tickets for Third Party Shows that take place within the ACTC venue. WTT shall be compensated by the TOWN for such sales as follows:

(1) Tickets Sold at the Box Office (in person or by telephone):

Computer Set-Up	\$75.00 for each Third Party Show
Ticket Sales Handling Fee (prior to the Third Party Show)	\$ 1.00 per Order (regardless of the number of tickets in an Order)

A reasonable credit card handling fee equal to three percent (3%) shall be charged for those tickets purchased with a credit card.

(2) Tickets Sold at the Box Office During Third Party Show:

First Performance	\$100.00 for the performance
Additional Performance	\$ 75.00 for each additional performance

(ii) In connection with each Third Party Show:

- (1) Blank ticket stock will be provided to WTT by the TOWN;
- (2) Third Party Show information shall be provided to WTT at least two (2) weeks prior to the first performance (to allow for set-up and ticket sales);
- (3) Ticket sales by WTT shall begin at least one (1) week prior to the first performance;
- (4) WTT personnel will carry out industry standard box office responsibilities;
- (5) The TOWN shall provide an employee or designated contract person to be present during a Third Party Show and to secure the Theatre Centre at the conclusion of a Third Party Show;
- (6) The organizer of the Third Party Show will be responsible for (x) house manager/ushers, (y) concessions/concessionaires, and (z) cleaning following a Show;
- (7) The TOWN shall seek to have the producer of the Third Party Show indemnify the Town and WTT for liability in connection with the Third Party Show.

SECTION 6

RENTAL

(a) WTT shall pay to the TOWN rent for its use of the office areas and other areas as reserved by WTT, according to the schedule of fees set forth in Exhibit B, attached hereto and made a part hereof. Payments for rent shall be made in twelve (12) equal installments, with each installment being due and payable on or before the 15th day of each month as payment for the immediately preceding month. The first such installment of rent is due and payable on or before

November 15, 2013, and the last such installment is due and payable on or before October 15, 2014 (and the obligation of WTT to make the last installment shall survive the expiration of this Agreement). The rent paid by WTT may be adjusted from time to time to reflect a cancellation or addition of a show or event by WTT. The TOWN further reserves the right to adjust the rates of the fees set out on Exhibit B from time to time in accordance with changes in the costs associated with operating the facility, by providing WTT at least 45 days prior written notice of the change. The TOWN shall invoice WTT for all dates, times and spaces reserved by WTT, including the fees for use of Office Spaces, as defined in Section 4(a).

(b) WTT will not be required to pay the fee for a date, or time, or space cancelled if the space is cancelled more than forty-five (45) days prior to the scheduled date or time.

(c) Cancellation less than forty-five (45) days prior to the scheduled date or time will require full payment for committed space.

(d) WTT agrees to pay the TOWN a monthly fee for telephone service. This fee will be charged for standard monthly service and long distance charges. In addition, any changes to the phone system requested by WTT will be charged back to WTT at the prevailing rate.

(e) WTT shall pay a rental fee on a monthly basis for the use of furniture and furnishings owned by the TOWN. This rental amount shall be included within the office rental fee described in subsection (a) of this Section. Exhibit D attached to this Agreement and incorporated herein lists all office furniture and decorative items owned by the TOWN and rented to WTT. This list may be amended from time to time, and such amendment may result in a change in the rental fee. All items used by WTT will continue to be the sole property of the TOWN and, with at least 60 days notice from the TOWN to WTT, shall be returned to the TOWN in the condition rented, with normal wear and tear.

SECTION 7

USE OF EQUIPMENT

The TOWN recognizes that there may be third party users of the Theatre Centre for the purposes of staging a theatrical performance and that they may request the use of TOWN-owned equipment. Any lease or other agreement with a third party user allowed to operate TOWN-owned equipment shall expressly provide that any damages to or loss of the equipment from a third party user shall be the responsibility of that third party, and deposits will be required in the discretion of the TOWN. Any damages to or loss of TOWN-owned equipment in the Theatre Centre during the conduct of WTT's performances, WTT Education Department programming or day-to-day use by WTT shall be the responsibility of WTT.

If WTT desires to use and operate TOWN-owned equipment including but not limited to lighting and sound systems, then WTT shall obtain approval on a per-show basis from the TOWN for the use by WTT's technicians. Use of automated lighting fixtures, sound and lighting control console, and wireless microphones must have prior written approval by ACTC Manager. The cost of repair for any damage to the equipment from use of the equipment by WTT or replacement of any lost equipment shall be the sole responsibility of WTT and shall be

subject to offset against any funding or grant obligations of the TOWN to WTT. The TOWN shall not be responsible for consequential damages resulting from inability to use the equipment. WTT agrees that each person employed by WTT to provide services in the Theatre Centre will be required to conduct himself/herself in a professional manner, and WTT will cooperate with the TOWN to assure professional conduct is maintained at all times.

All details of the production/event must be provided in writing to the Manager at least one month prior to the first day of occupancy of the space. No equipment owned by the TOWN may be contracted or committed by WTT without the manager's approval. No services provided by Town employees may be contracted or committed by WTT without the Manager's written approval. In the event WTT is working in conjunction with an outside company as co-presenter or producer, a written list of equipment needed must be submitted to the Manager one month prior to WTT signing a contract with the outside company.

SECTION 8

TOWN OF ADDISON TECHNICAL COORDINATOR

The TOWN employs an individual in the role of Technical Coordinator whose duties include protecting and maintaining the TOWN's investment in equipment and facilities at the Theatre Centre. In addition, the Technical Coordinator shall provide services relating to the technical nature of the facility and the presentation. Details of the services provided by the Technical Coordinator are available, in writing, from the Manager, upon request.

SECTION 9

UTILITIES

The TOWN shall provide for all water, air conditioning, heat, and electricity incurred in the Theatre Centre. WTT shall reimburse the Town for all costs associated with its telephone service. The TOWN shall not be liable to WTT in damages or otherwise for the quality, quantity, failure, availability, or disruption of water, air conditioning, heat, electricity, and other utilities furnished by the TOWN; provided that if WTT reasonably cancels any performance solely for and as the direct result of the TOWN's failure to provide any of the foregoing resources, and provided evidence of such cancellation by WTT and failure to provide such resources by the TOWN (which evidence shall be in form and content reasonably satisfactory to the TOWN) is promptly provided to the TOWN following such cancellation, WTT will have no obligation to pay the performance space rental fee amounts to the TOWN required pursuant to this Agreement in connection with the cancelled performance.

SECTION 10

MAINTENANCE SERVICES

- (a) The TOWN shall provide:
 - (i) Routine janitorial service and maintain the interior of the Theatre Centre in a clean condition, by providing routine janitorial service one time per day as needed. WTT

must leave the spaces in a reasonable condition following all productions/events, which includes but is not limited to: placing all lobby, green room and dressing room trash in garbage cans and walking the main space for playbills and trash left by patrons after every performance. The same definition of routine janitorial service applies to educational camps. Any services above routine will be billed to WTT at the prevailing rate.

(ii) Maintenance of the heating, ventilation and cooling system in the Theatre Centre.

(iii) Maintenance of the Theatre Centre grounds and structure in reasonably good condition and in compliance with applicable laws.

(b) The TOWN shall not be liable for repairs to any portion of the Theatre Centre until it receives written notice pursuant to the operating policies and procedures in Section 6(a), of the necessity for such repairs and, provided further, that such repairs are not necessitated by any act or omission of WTT, or any of WTT's agents, employees, contractors, invitees or patrons.

(c) WTT shall not cause or permit any waste, damage, or injury to the Theatre Centre. WTT shall, at its sole cost and expense, repair any damage or injury caused to the Theatre Centre by WTT, its employee's agents, invitees or patrons.

(d) WTT shall store its property and the personal property of the TOWN in a neat and orderly manner, and its operations in the Theatre Centre shall be carried out in accordance with the highest professional standards.

(e) WTT shall not store or maintain flammable or hazardous materials in the Theatre Centre in violation of the Fire Code or other applicable laws and codes.

(f) In the event the obligations of WTT set out in Sections (d) and (e), above, are not carried out in a timely manner, then the Town has the right, but not the obligation, to satisfy such requirements at the cost of WTT.

SECTION 11

OWNERSHIP OF PROPERTY

(a) The Theatre Centre and all improvements to the Theatre Centre are the property of the TOWN. All personal property owned by the TOWN and placed in the Theatre Centre remains the property of the TOWN.

(b) All personal property owned by WTT and placed in the Theatre Centre remains the property of WTT.

(c) All personal property owned by a sublease, contractor or concessionaire of the TOWN and placed in the Theatre Centre remains the property of the sublessee, contractor or concessionaire, respectively, unless otherwise provided in the sublease, concession contract, or contractor's contract.

(d) On or before July 1 of each year, during the existence or continuation of this agreement, WTT shall furnish to the TOWN a listing of all of the personal property of WTT located in the Theatre Centre.

(e) WTT shall not allow or permit any of the personal property of the TOWN to be loaned for use or operation by any third parties.

SECTION 12

ACKNOWLEDGEMENTS IN PRINTED MATERIALS

WTT agrees to prominently acknowledge the TOWN for its support of WTT in all appropriate printed materials. All public references to WTT will be characterized as “WTT at the Addison Theatre Centre” or some derivative of that indicating the WTT is at the ATC.

SECTION 13

INSURANCE

(a) WTT shall procure, pay for, and maintain the following insurance written by companies licensed in the State of Texas or meeting the surplus lines requirements of Texas law and acceptable to the City Manager. The insurance shall be evidenced by delivery of executed certificates of insurance and certified copies of the policies to the Manager. The insurance requirements shall remain in effect throughout the term of this Agreement. The City Manager reserves the right to modify the kinds of coverage and deductibles required and increase minimum limits of liability of the coverage whenever, in his discretion, it becomes necessary. Should such a modification be made by the TOWN, the TOWN will provide WTT written notice and 30 days to make the necessary modifications (or such longer period of time as WTT may require to make the necessary modifications, provided WTT shall at all times pursue such modifications with all due diligence and continuity).

(i) *Workers’ Compensation* as required by law; *Employers Liability Insurance* of not less than \$100,000 for each accident.

(ii) *Commercial General Liability Insurance*, including Personal Injury Liability, Independent Contractor’s Liability, Premises Operation Liability, and Contractual Liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, with limits of liability for bodily injury, death, and property damage of not less than \$1,000,000. Coverage must be on an “occurrence” basis, and the policy must include Broad Form Property Damage Coverage, with Fire and Extended Coverage Liability of not less than \$1,000,000 per occurrence.

(iii) *Comprehensive Automobile and Truck Liability Insurance* covering owned, hired and non-owned vehicles, with minimum limits of \$1,000,000, each occurrence, for bodily injury, death, and property damage, such insurance to include coverage for loading and unloading hazards.

(iv) \$2,000,000 combined single limits bodily injury and property damage liability insurance, including death, as an excess of all the primary coverages required above.

(b) Each liability insurance policy must include the following conditions by endorsement to the policy:

(i) The TOWN must be named as an additional insured.

(ii) Each policy must require that 60 days before the cancellation, nonrenewal, or any material change in coverage, a notice thereof shall be given to the TOWN by certified mail to: City Manager, Town of Addison, Box 9010, Addison, TX 75001-9010.

(iii) Companies issuing the insurance policies shall have no recourse against the TOWN for payment of any premiums, assessments, or any deductibles, all of which are at the sole risk of WTT.

(iv) The Term "Town" or "Town of Addison" includes all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and offices of the TOWN and the individual members, employees and agents of the TOWN including the TOWN's Manager, while acting in their official capacities on behalf of the TOWN.

(v) The policy clause "Other Insurance" shall not apply to the TOWN where the TOWN is an additional named insured on the policy.

(c) Each party hereto hereby waives each and every claim which arises or may arise in its favor and against the other party hereto during the term of this lease or any extension or renewal thereof for any and all injuries (including death) and loss of, or damage to, any of its property which claim, loss or damage is covered by valid and collectible fire and extended coverage insurance policies, liability insurance policies, workers' compensation policies, and any other insurance policies which may be in place from time to time, to the extent that such claim, loss or damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss, damage or injury (including death) to persons or to property. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees immediately to give each insurance company which has issued to its policies of fire and extended coverage insurance, liability insurance, workers' compensation insurance, or such other insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary to prevent the invalidation of said insurance coverages by reason of said waivers.

(d) WTT shall use best efforts for security precautions necessary for the protection of its property. The TOWN shall be liable for any damage to or loss of WTT property used or stored on, in, or about the Theatre Centre, arising from negligence of the TOWN or its agents.

(e) Insurance required under this section must be furnished annually for the duration of this Agreement. Executed certificates of insurance must also be delivered annually.

(f) To the extent reasonably obtainable, the TOWN will secure fire and extended coverage insurance on the Theatre Centre with coverages and limits to be determined by the TOWN to insure the Theatre Centre with coverages and limits to be determined by the TOWN. In the event all or any portion of the Theatre Centre is damaged or destroyed by fire or other casualty, the TOWN shall, at its cost and expense, limited to a maximum expenditure of the amount of insurance proceeds, if any, available to the TOWN by reason of such fire or other casualty, restore, repair, replace and rebuild the Theatre Centre as nearly as possible to its value, condition and character immediately prior to such damage or destruction. Coverage provided in this subsection shall be for the benefit of the TOWN and shall not protect WTT for loss or damage of property owned by WTT.

SECTION 14

ABATEMENT OF NUISANCES; TOWN SPECIAL EVENTS

WTT shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances caused by WTT, its officers, agents, or employees, or invitees in or upon or connected with the Theatre Centre, and shall pay for the costs of compliance. The TOWN and WTT agree to cooperate with each other in the abatement of nuisances caused by noise associated with events scheduled in either the Conference or Theatre Centre. WTT hereby recognizes that the Town produces Special Events on scheduled dates through the year, which scheduled Special Events shall take priority over any other use, and notice of such Special Events will be made available to WTT (which notice may be made available by means or methods other than as set forth in Section 21 of this Agreement) at the earliest reasonable opportunity as determined by the TOWN.

SECTION 15

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

(a) To the extent reasonably necessary or desirable for WTT to use and occupy the Theatre Centre, upon prior written approval of the Manager, WTT may erect or install within the performance space any temporary alterations, additions, or equipment needed for a production which do not alter the structural integrity or basic configuration of the performance space. WTT must comply with all applicable governmental laws, statutes, ordinances, codes, and regulations regarding structures.

(b) All installations, alterations, additions and improvements made in, on, or to the Theatre Centre by WTT or the TOWN shall be deemed to be property of the TOWN and unless the TOWN directs otherwise, shall remain upon and be surrendered with the Theatre Centre as a part thereof in good order, condition and repair, ordinary wear and tear excepted, upon WTT's vacating or abandonment of the Theatre Centre. If the TOWN directs, WTT shall remove all or any portion of the improvements and WTT's property, on or immediately prior to the termination of WTT's right to possession. The Town may choose to reconfigure the theatre space at any time not reserved by WTT. The Town will return the seating to the previous configuration if requested by WTT.

SECTION 16

ASSUMPTION OF RESPONSIBILITY; INDEMNIFICATION

(a) WTT AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM (I) THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER, OR (II) THE OCCUPATION AND USE OF THE THEATRE CENTRE PURSUANT TO THIS AGREEMENT, BY WTT OR BY ANY OF ITS OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, MEMBERS, AGENTS, SERVANTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, VOLUNTEERS, CUSTOMERS, AND CONCESSIONAIRES (IN THE CAPACITY AS OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, MEMBER, AGENT, SERVANT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, VOLUNTEER, CUSTOMER, OR CONCESSIONAIRE OF OR FOR WTT), OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) ***INDEMNITY OWED BY WTT.*** WTT covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually and/or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, each being an “Addison Person” and collectively the “Addison Persons”), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon or incurred by any Addison Person, whether directly or indirectly, (the “Claims”), that arise out of, result from, or relate to: (1) the use and occupancy of the Theatre Centre by WTT or by any owner, officer, director, manager, employee, member, agent, servant, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, volunteer, customer, or concessionaire of or for WTT (in the capacity as owner, officer, director, manager, employee, member, agent, servant, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, volunteer, customer, or concessionaire of or for WTT), or any other person or entity for whom WTT is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, and concessionaires (collectively, “WTT Persons”), (2) representations or warranties by WTT under this Agreement; and/or (3) any other act or omission under, in performance of, or in connection with this Agreement by WTT or by any of the WTT Persons. SUCH INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, WTT’s liability under this clause shall be reduced by that portion of the total amount of the Claims

(excluding defense fees and costs) equal to the Addison Person or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise WTT's liability for Addison or any other Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to the Addison Person or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

WTT shall promptly advise the TOWN in writing of any claim or demand against any Addison Person or WTT related to or arising out of WTT's activities under this Agreement and shall see to the investigation and defense of such claim or demand at WTT's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving WTT of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Agreement, shall survive the termination or expiration of this Agreement.

SECTION 17

BONDS

Unless waived in writing by the City Manager, WTT agrees to cause its contractors to provide, before commencing any work or construction in its designated areas, a performance bond and labor and material payment bond for any improvements the construction of which could result in a third party filing or seeking to file a lien against the Theatre Centre, which is undertaken by WTT during the term of this Agreement in a sum equal to the full amount of the construction contract award, with the TOWN and WTT named as joint obligees.

SECTION 18

NON-DISCRIMINATION

During the term of this agreement, WTT shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap. Should WTT violate the provisions of this section, or fail to comply with the requirements of the Americans with Disabilities Act, the TOWN may terminate this Agreement if WTT fails to correct the violations within 60 days of written notice of the violation by the TOWN.

SECTION 19

AUDITS

WTT shall have its financial statements audited on an annual basis by an independent auditing firm of certified public accountants and shall submit a copy of the auditor's report for

the preceding fiscal year with its proposed annual operating budget to the City Manager. The TOWN reserves the right to require a special audit of WTT's books and records at any time either by the City Manager or by an outside independent auditor if such action is determined necessary by the Town Council. The TOWN shall pay all expense of the independent auditor related to the special audit. WTT shall make available to the TOWN or its agents all necessary books, records and other documents necessary to perform such audit.

SECTION 20

ASSIGNMENT; NO THIRD-PARTY BENEFIT

WTT shall not assign this Agreement, in whole or in part, without the prior written consent of the TOWN, which consent is in the sole and unrestricted discretion of the TOWN. Assignment of this Agreement shall not relieve WTT of its obligations under this Agreement. Approval of the TOWN to one assignment shall not constitute approval to any other or further assignment of this Agreement. WTT shall not sublease or sublet or permit the Theatre Centre, or any part thereof to be used by others.

This Contract is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

SECTION 21

NOTICES

Any notice, payment, statement, or demand required or permitted to be given by either party to the other may be effected by personal delivery, actual receipt via regular mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section.

If intended for the TOWN, to:

Chris Terry
Assistant City Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

If intended for WTT, to:

Terry Martin
Producing Artistic Director
WaterTower Theatre, Inc.
15650 Addison Road
Addison, TX 75001

SECTION 22

APPROVALS

(a) Whenever in this Agreement the approval of the TOWN is required for any purpose, WTT shall file the appropriate documents with the Addison Conference and Theatre Centre ("ACTC") Manager with notice of action proposed to be taken, and the ACTC Manager

agrees to notify WTT of the TOWN's approval or disapproval within 60 days of the filing thereof.

(b) Approval shall be by the City Council of the TOWN where required by the Charter of the Town. The City Manager may delegate approval authority to the facilities manager or his authorized representatives where permitted by the Charter of the Town or ordinances, and notify WTT of such delegation.

SECTION 23

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the TOWN and WTT and their respective successors and permitted assigns.

SECTION 24

APPLICABLE LAWS

This Agreement is made subject to the charter and ordinances of the TOWN, as amended, and all applicable laws and regulations of the State of Texas and the United States. The Agreement shall be governed by and construed under and in accordance with the laws of the State of Texas without reference to the choice of laws rules of any jurisdiction.

SECTION 25

INTELLECTUAL PROPERTY AND COPYRIGHT INDEMNIFICATION

WTT assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in WTT's performances, transmissions or broadcasts, and WTT agrees to defend, indemnify, and hold harmless the TOWN, its officers, employees, and agents, for any claims or damages (including but not limited to court costs and reasonable attorney's fees) growing out of WTT's infringement or violation of any statute, treaty term or regulation applicable to intellectual property rights, including but not limited to copyrights.

SECTION 26

NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this agreement shall be deemed to constitute the TOWN and WTT partners or joint venturers with each other.

SECTION 27

NO WAIVER

No waiver by the TOWN of any default or breach of any term, covenant, or condition of this Agreement by WTT shall be treated as a waiver of any subsequent default or breach of the same or any other term, covenant, or condition of this Agreement.

SECTION 28

FORCE MAJEURE

If the Theatre Centre or any portion of it shall be destroyed or damaged by fire or any other calamity so as to prevent the use of the premises for the purposes and during the periods specified in this Agreement, or the use of the Theatre Centre by WTT is prevented by act of God, strike or lockout against the TOWN, WTT or any third party, material or labor restrictions by any governmental authority, civil riot, flood or other cause beyond the control of the TOWN, then, depending on the extent of damage to the Theatre Centre, the TOWN shall notify WTT as soon as reasonably practical, that the parties shall be excused from performance of the Agreement for such period of time as is reasonably necessary to remedy the effects of the occurrence and, at the option of the TOWN, this Agreement shall terminate and the TOWN shall not be liable for any claim by WTT for damage or loss by reason of termination. If the performance of this agreement for the reasons identified above is prohibited for a period of 180 days or longer, then WTT shall have the right to terminate.

SECTION 29

VENUE

The obligations of the parties under this Agreement are performable in Dallas County, Texas, and if legal action is necessary to enforce them, exclusive venue shall lie in Dallas County, Texas.

SECTION 30

LEGAL CONSTRUCTION

In the case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, it shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 31

SIGNAGE

WTT shall not place or permit to be placed on the exterior of the Theatre Centre, or the door, window or roof thereof, or on any display window space, or within five feet behind the storefront of the Theatre Centre, if visible from the common area, any sign, plaque, decoration, lettering, advertising matter or descriptive material without the TOWN's prior written approval. WTT may submit a written request for approval to project images and text onto the water tower. All signs, decorations, lettering, advertising matter or other items used by WTT and approved by

the TOWN as aforesaid shall conform with the standards of design, motif, and decor from time to time established by the TOWN for the Theatre Centre. WTT shall furnish to the Manager of the Conference and Theatre Centre a written proposal describing any signage to be placed in the Theatre Centre. The Manager agrees to respond within fourteen (14) days in writing to the proposal.

SECTION 32

USE OF THE ROOF

WTT shall not attach to or construct on or penetrate the roof of the Theatre Centre without the prior written consent of the City Manager.

EXECUTED _____, but effective as of October 1, 2013 as approved by the parties hereto.

TOWN OF ADDISON, TEXAS

WATERTOWER THEATRE, INC.

By: _____
Ron Whitehead, City Manager

By: _____
Terry Martin, Producing Artistic
Director

ATTEST:

ATTEST:

By: _____
Chris Terry, City Secretary

By: _____

Its: _____

**EXHIBIT A
ADDISON THEATRE CENTRE**

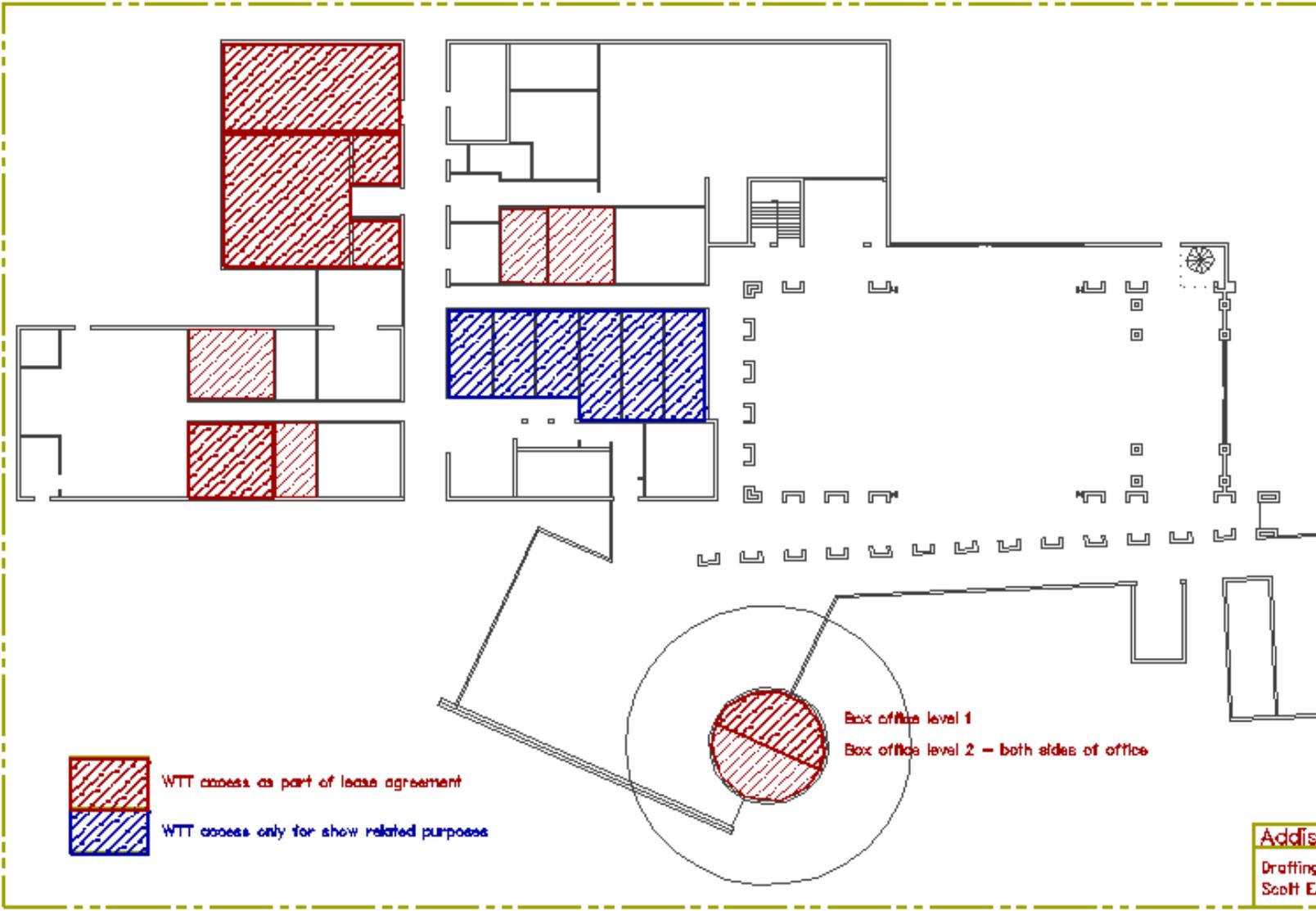


EXHIBIT B

RATE SHEET FOR WTT

(Revised October 1, 2006)

Theatre rental rates include use of the Main Space, Lobby, Box Office, Dressing Rooms, Green Room and Costume shop.

OFFICE SPACE AND FURNITURE RENTAL

\$701.00 per month

MAIN SPACE PERFORMANCE

Weekdays \$200.00 per 8 hour block
Weekends \$275.00 per 8 hour block

Performance blocks of time are defined as actual performances of the production

MAIN SPACE REHEARSAL

Weekdays \$150.00 per 8 hour block
Weekends \$200.00 per 8 hour block

Rehearsal blocks of time are defined as rehearsals conducted on the set of the production

MAIN SPACE PRODUCTION

Weekdays \$150.00 per 8 hour block
Weekends \$200.00 per 8 hour block

Production blocks of time are defined as set construction, reconfiguration of the space and light spot configuration

REHEARSAL SPACE

Weekdays \$ 75.00 per 8 hour block
Weekends \$100.00 per 8 hour block

EDUCATION MAIN SPACE RATES

Weekdays \$ 25.00 per hour for a minimum of 2 hours per day
Weekends \$ 35.00 per hour for a minimum of 2 hours per day

This price is good for Education classes only and only if WaterTower Theatre provides the Manager of the Addison Conference & Theatre Centre with a detailed scheduling request that includes times of use. Only upon submittal of the detailed schedule and subject to availability of the space and date requested, will these rates be valid. If no times are submitted with the dates, we shall assume that the request is for an eight-hour block and will be invoiced accordingly.

STONE COTTAGE

Weekdays \$ 75.00
Weekends \$100.00

September



WaterTowerTheatre
at the Addison Theatre Centre

Sun

Mon

Tue

Wed

Thu

Fri

Sat

1

2:00 p (ST) MI perf.

2

LABOR DAY

3

4

7:30 p (ST) MI perf.

5

7:30 p (ST) MI perf.

6

8:00 p (ST) MI perf.

7

8:00 p (ST) MI perf.

8

2:00 p (ST) MI perf.

9

10

11

7:30 p (ST) MI perf.

12

7:30 p (ST) MI perf.

13

8:00 p (ST) MI perf.

14

8:00 p (ST) MI perf.

15

2:00 p (ST) MI perf.

16

17

7:30 p (ST) MI perf.

18

2:00 & 7:30p (ST) MI perf.

19

Oktoberfest

20

Oktoberfest

21

Oktoberfest

22

Oktoberfest

23

(ST) HANK reh. begins
(MS) HANK build

24

(ST) HANK reh
(MS) HANK build

25

7:30p (ST) MI perf.
(ST) HANK reh
(MS) HANK build

26

7:30p (ST) MI perf.
(ST) HANK reh
(MS) HANK build

27

8:00p (ST) MI perf.
(ST) HANK reh
(MS) HANK build

28

8:00p (ST) MI perf.
10:00a-6:00p
(ST) HANK reh

29

2:00 p (ST) MI closing
12-7p (ST) HANK reh

30

(ST) MI STRIKE
(MS) HANK build

2013

October



WaterTowerTheatre
at the Addison Theatre Centre

Sun

Mon

Tue

Wed

Thu

Fri

Sat

1

(ST) HANK reh
(MS) HANK build

2

Shakes In the Park

(ST) HANK reh
(MS) HANK build

3

(ST) HANK reh
(MS) HANK build

4

(ST) HANK reh
(MS) HANK build

5

10a-6p (ST)
HANK reh
(MS) HANK
build

6

(MS) HANK tech
begins

7

(MS) HANK tech

8

(MS) HANK tech

9

Shakes In the Park

(MS) HANK tech

10

(MS) HANK tech

11

8:00p (MS) HANK
prev.

12

8:00p (MS)
HANK prev.

13

7:30p (MS) HANK
prev.

14

COLUMBUS
DAY

7:30p (MS) HANK
opening

15

16

7:30p (MS) HANK
perf.

17

7:30p (MS) HANK
perf.

18

8:00p (MS) HANK
perf.

19

8:00p (MS)
HANK perf.

20

2:00p (MS) HANK
perf.

21

22

23

7:30p (MS) HANK
perf.

24

7:30p (MS) HANK
perf.

25

8:00p (MS) HANK
perf.

26

2:00p & 8:00p
(MS) HANK
perf.

27

2:00p (MS) HANK
perf.

28

29

30

7:30p (MS) HANK
perf.

31

HALLOWEEN

7:30p (MS) HANK
perf.

2013

November



WaterTowerTheatre
at the Addison Theatre Centre

Sun

Mon

Tue

Wed

Thu

Fri

Sat

1

8:00p (MS) HANK
perf.

2

2:00p & 8:00p
(MS) HANK
perf.

3

DAYLIGHT
SAVINGS

2:00p (MS) HANK
closing

4

(MS) HANK
STRIKE

5

(MS) HANK
STRIKE

6

(MS) HANK STRIKE

7

8

9

10

11

VETERANS'
DAY

12

13

14

15

16

17

18

19

(MS) Holiday build
begins

20

(MS) GA build

21

(MS) GA. build

22

(MS)GA build

23

24

25

(ST) GA reh begins
(ST) Santaland reh
begins
(MS) GA. build

26

(ST) GA. reh
(ST) Santa reh
(MS) GA build

27

(ST) GA reh
(ST) Santa reh
(MS) GA. build

28

THANKS-
GIVING

29

DAY AFTER
THANKS-
GIVING

30

(ST) GA. reh
(ST) Santa reh
(MS) GA build

2013

December



WaterTowerTheatre
at the Addison Theatre Centre

Sun

Mon

Tue

Wed

Thu

Fri

Sat

1

(ST) GA Reh
(ST) Santa reh
(MS) GA build

2

(MS) GA build

3

(ST) GA reh
(ST) Santa reh
(MS) GA build

4

(ST) GA reh
(ST) Santa reh
(MS) GA build

5

(ST) GA reh
(ST) Santa reh
(MS) GA build

6

(ST) GA reh
(ST) Santa reh

7

(ST) GA reh
(ST) Santa reh

8

(MS) GA Tech begins

9

(MS) GA Tech
(ST) Santa Load-in & Tech begins

10

(MS) GA Tech
(ST) Santa Tech

11

(MS) GA Tech
(ST) Santa Tech

12

(MS) GA Tech
(ST) Santa Tech

13

8:00p (MS) GA Prev.
8:00p (ST) Santa Opening

14

8:00p (MS) GA Opening & (ST) Santa perf.

15

2:00p (MS) GA. Perf.
2:00p (ST) Santa Perf.

16

17

18

7:30p (MS) GA Perf.
7:30p (ST) Santa Perf.

19

7:30p (MS) GA Perf.
7:30p (ST) Santa Perf.

20

8:00p (MS) GA Perf.
8:00p (ST) Santa Perf.

21

2:00p & 8:00p (MS) GA Perf.
2:00p & 8:00p (ST) Santa Perf.

22

2:00p (MS) GA Perf.
2:00p (ST) Santa Perf.

23

24

CHRISTMAS EVE

25

CHRISTMAS

26

7:30p (MS) GA Perf.
7:30p (ST) Santa Perf.

27

8:00p (MS) GA Perf.
8:00p (ST) Santa Perf.

28

8:00p (MS) GA Perf.
8:00p (ST) Santa Perf.

29

2:00p (MS) GA Perf.
2:00p (ST) Santa closing

30

(ST) SANTA STRIKE

31

NEW YEAR'S EVE

2013

January



WaterTowerTheatre
at the Addison Theatre Centre

Sun

Mon

Tue

Wed

Thu

Fri

Sat

1 NEW YEAR'S DAY

2
7:30p (MS) GA Perf.

3
8:00p (MS) GA Perf.

4
8:00p (MS) GA Perf.

5
2:00p (MS) GA closing

6
(MS) GA STRIKE & TOM build begins
(ST) TOM reh. begins

7
(MS) GA STRIKE & TOM build
(ST) TOM reh.

8
(MS) GA STRIKE & TOM build
(ST) TOM reh.

9
(MS) TOM build
(ST) TOM reh.

10
(MS) TOM build
(ST) TOM reh.

11
(ST) TOM reh.

12
(ST) TOM reh.

13
(MS) TOM build

14
(MS) TOM build
(ST) TOM reh.

15
(MS) TOM build
(ST) TOM reh.

16
(MS) TOM build
(ST) TOM reh.

17
(MS) TOM build
(ST) TOM reh.

18
(ST) TOM reh.

19
(MS) TOM tech begins

20
(MS) TOM tech

21
(MS) TOM tech

22
(MS) TOM tech

23
(MS) TOM tech

24
8:00p (MS) TOM prev.

25
8:00p (MS) TOM prev.

26
7:30p (MS) TOM prev.

27
7:30p (MS) TOM opening

28

29
7:30p (MS) TOM perf.

30
7:30p (MS) TOM perf.

31
8:00p (MS) TOM perf.

2014

February



WaterTowerTheatre
at the Addison Theatre Centre

Sun

Mon

Tue

Wed

Thu

Fri

Sat

1

8:00p (MS)
TOM perf.

2

2:00p (MS) TOM
perf.

3

4

10:00a & 7:30 pm
(MS) TOM SMAT &
TS Project

5

7:30p (MS) TOM
perf.

6

7:30p (MS) TOM
perf.

7

8:00p (MS) TOM
perf.

8

2:00 & 8:00p
(MS) TOM
perf.

9

2:00p (MS) TOM
perf.

10

11

10:00a & 7:30 pm
(MS) TOM SMAT &
TS Project

12

7:30p (MS) TOM
perf.

13

7:30p (MS) TOM
perf.

14

VALENTINE'S
DAY

8:00p (MS) TOM
perf.

15

2:00 & 8:00p
(MS) TOM
perf.

16

2:00p (MS) TOM
closing

17

PRESIDENTS
DAY

(MS) TOM STRIKE
Gala prep week

18

(MS) TOM STRIKE

19

(MS) TOM STRIKE

20

21

9:00a-7:00p (Conf
Ctr) Gala set-up

22

(Conf Ctr) Gala

23

(CC) GALA STRIKE

24

COMPANY
DAY OFF

25

(MS, ST, SC) Loop
prep

26

(MS, ST, SC) Loop
prep

27

(MS, ST, SC) Loop
prep

28

(MS, ST, SC) Loop
prep

2014

March



WaterTowerTheatre
at the Addison Theatre Centre

Sun

Mon

Tue

Wed

Thu

Fri

Sat

2

(MS, ST, SC) Loop
prep

3

4

(MS, ST, SC) Loop
prep

5

(MS, ST, SC) Loop
prep

6

(MS, ST, SC) Loop
opening

7

(MS, ST, SC) Loop

1

(MS, ST,
SC) Loop
prep

8

(MS, ST,
SC) Loop

9

(MS, ST, SC) Loop

10

11

(MS, ST, SC) Loop

12

(MS, ST, SC) Loop

13

(MS, ST, SC) Loop

14

(MS, ST, SC) Loop

15

(MS, ST,
SC) Loop

16

(MS, ST, SC) Loop
closing

17

(MS, ST, SC) Loop
STRIKE

18

(MS, ST) Loop
STRIKE

19

(MS, ST) Loop
STRIKE

20

21

22

23

24

(MS) SPUNK build
begins
(ST) SPUNK reh.

25

(MS) SPUNK build
(ST) SPUNK reh.

26

(MS) SPUNK build
(ST) SPUNK reh.

27

(MS) SPUNK build
(ST) SPUNK reh.

28

(MS) SPUNK build
(ST) SPUNK reh.

29

10a-6p (ST)
SPUNK reh.

30

12-7p (ST) SPUNK
reh.

31

(MS) SPUNK build

2014

April



WaterTowerTheatre
at the Addison Theatre Centre

Sun

Mon

Tue

Wed

Thu

Fri

Sat

1

(MS) SPUNK build
(ST) SPUNK reh.

2

(MS) SPUNK build
(ST) SPUNK reh.

3

(MS) SPUNK build
(ST) SPUNK reh.

4

(MS) SPUNK build
(ST) SPUNK reh.

5

(MS) SPUNK build
(ST) SPUNK

6

(MS) SPUNK tech
begins

7

(MS) SPUNK tech
6-11p (ST) DS3 reh
begins

8

(MS) SPUNK tech
6-11p (ST) DS3 reh

9

(MS) SPUNK tech
6-11p (ST) DS3 reh

10

(MS) SPUNK tech
6-11p (ST) DS3 reh

11

8:00p (MS) SPUNK
prev.
6-11p (ST) DS3 reh

12

8:00p (MS)
SPUNK prev.
10a-6p (ST) DS3
reh

13

7:30p (MS) SPUNK
prev.
12-7p (ST) DS3 reh

14

7:30p (MS) SPUNK
opening

15

6-11p (ST) DS3 reh

16

7:30p (MS) SPUNK
perf.
6-11p (ST) DS3 reh

17

7:30p (MS) SPUNK
perf.
6-11p (ST) DS3 reh

18

8:00p (MS) SPUNK
perf.
6-11p (ST) DS3 reh

19

8:00p (MS)
SPUNK perf.
10a-6p (ST)
DS3 reh

20

EASTER

2:00p (MS) SPUNK
perf.

21

6-11p (ST) DS3 reh

22

(ST) DS3 tech begins

23

7:30p (MS) SPUNK
perf.
(ST) DS3 tech

24

7:30p (MS) SPUNK
perf.
(ST) DS3 tech

25

8:00p (MS) SPUNK
perf.
(ST) DS3 tech

26

2:00 & 8:00p
(MS) SPUNK
perf.
8:00 p (ST)

27

2:00p (MS) SPUNK
perf.
7:30p (ST) DS3 prev.

28

7:30p (ST) DS3
opening

29

30

7:30p (MS) SPUNK
perf.
7:30p (ST) DS3 perf.

May



WaterTowerTheatre
at the Addison Theatre Centre

Sun

Mon

Tue

Wed

Thu

Fri

Sat

1

7:30p (MS) SPUNK
perf.
7:30p (ST) DS3 perf.

2

8:00p (MS) SPUNK
perf.
8:00p (ST) DS3 perf.

3

2:00 & 8:00p
(MS) SPUNK
perf.
8:00p (ST) DS3

4

2:00p (MS) SPUNK
closing
2:00p (ST) DS3 perf.

5

(MS) SPUNK STRIKE

6

(MS) SPUNK STRIKE

7

(MS) SPUNK STRIKE
7:30p (ST) DS3

8

7:30p (ST) DS3

9

8:00p (ST) DS3

10

8:00p (ST)
DS3

11

MOTHER'S
DAY

2:00p (ST) DS3

12

13

7:30p (ST) DS3

14

7:30p (ST) DS3

15

7:30p (ST) DS3 closing

16

*Taste of
Addison*

(ST) DS3 STRIKE

17

*Taste of
Addison*

18

*Taste of
Addison*

19

(MS) GP build begins
(ST) GP reh. begins

20

(MS) GP build
(ST) GP reh

21

(MS) GP build
(ST) GP reh

22

(MS) GP build
(ST) GP reh

23

(MS) GP build
(ST) GP reh

24

10a-6p (ST)
GP reh

25

12-7p (ST) GP reh

26

MEMORIAL
DAY

27

(MS) GP build
(ST) GP reh

28

(MS) GP build
(ST) GP reh

29

(MS) GP build
(ST) GP reh

30

(MS) GP build
(ST) GP reh

31

(MS) GP build
10a-6p(ST) GP
reh

June



WaterTowerTheatre
at the Addison Theatre Centre

Sun

Mon

Tue

Wed

Thu

Fri

Sat

1

(MS) GP tech begins

2

(MS) GP tech

3

(MS) GP tech

4

(MS) GP tech

5

(MS) GP tech

6

8:00p (MS) GP prev.

7

8:00p (MS) GP prev.

8

7:30p (MS) GP prev.

9

7:30p (MS) GP opening

10

11

7:30p (MS) GP perf.

12

7:30p (MS) GP perf.

13

8:00p (MS) GP perf.

14

8:00p (MS) GP perf.

15

FATHER'S DAY

2:00p (MS) GP perf.

16

8:00a-6:00p (ST) Summer Conservatory

17

8:00a-6:00p (ST) Summer Conservatory

18

7:30p (MS) GP perf.
8:00a-6:00p (ST) Summer Conservatory

19

7:30p (MS) GP perf.
8:00a-6:00p (ST) Summer Conservatory

20

8:00p (MS) GP perf.
8:00a-6:00p (ST) Summer Conservatory

21

2:00 & 8:00p (MS) GP perf.

22

2:00p (MS) GP perf.

23

8:00a-6:00p (ST) Summer Conservatory

24

8:00a-6:00p (ST) Summer Conservatory

25

7:30p (MS) GP perf.
8:00a-6:00p (ST) Summer Conservatory

26

7:30p (MS) GP perf.
8:00a-6:00p (ST) Summer Conservatory

27

8:00p (MS) GP perf. (ST) Summer Conservatory

28

2:00 & 8:00p (MS) GP perf. (ST) Summer Conservatory closing & STRIKE

29

2:00p (MS) GP closing

30

(MS) GP STRIKE

2014

July



Sun

Mon

Tue

Wed

Thu

Fri

Sat

1
(MS) GP STRIKE

2
(MS) GP STRIKE

3 KABOOM-TOWN FIREWORKS

4 INDEPENDENCE DAY

5

6

7
(MS) DF build begins
(ST) DF reh. begins

8
(MS) DF build
(ST) DF reh

9
(MS) DF build
(ST) DF reh

10
(MS) DF build
(ST) DF reh

11
(MS) DF build
(ST) DF reh

12
10a-6p (ST) DF reh

13
12-7p (ST) DF reh

14
(MS) DF build

15
(MS) DF build
(ST) DF reh

16
(MS) DF build
(ST) DF reh

17
(MS) DF build
(ST) DF reh

18
(MS) DF build
(ST) DF reh

19
(MS) DF build
10a-6p (ST) DF reh

20
(MS) DF tech begins

21
(MS) DF tech
6-11p (ST) DS4 reh begins

22
(MS) DF tech
6-11p (ST) DS4 reh

23
(MS) DF tech
6-11p (ST) DS4 reh

24
(MS) DF tech
6-11p (ST) DS4 reh

25
8:00p (MS) DF prev.
6-11p (ST) DS4 reh

26
8:00p (MS) DF prev.
10a-6p (ST) DS4 reh

27
7:30p (MS) DF prev.
12-7p (ST) DS4 reh

28
7:30p (MS) DF opening

29
6-11p (ST) DS4 reh

30
7:30p (MS) DF perf.
6-11p (ST) DS4 reh

31
7:30p (MS) DF perf.
6-11p (ST) DS4 reh

August



WaterTowerTheatre
at the Addison Theatre Centre

Sun

Mon

Tue

Wed

Thu

Fri

Sat

3

2:00p (MS) DF perf.
12-7p (ST) DS4 reh

4

5

(ST) DS4 tech begins

6

7:30p (MS) DF perf.
(ST) DS4 tech

7

7:30p (MS) DF perf.
(ST) DS4 tech

8

8:00p (MS) DF perf.
(ST) DS4 tech

9

8:00p (MS) DF perf.
10a-6p (ST) DS4 reh
2:00 & 8:00p (MS) DF perf.
8:00p (ST) DS4 prev.

10

2:00p (MS) DF perf.
7:30p (ST) DS4 prev.

11

7:30p (ST) DS4 opening

12

13

7:30p (MS) DF perf.
7:30p (ST) DS4 perf.

14

7:30p (MS) DF perf.
7:30p (ST) DS4 perf.

15

8:00p (MS) DF perf.
8:00p (ST) DS4 perf.

16

2:00 & 8:00p (MS) DF perf.
8:00p (ST) DS4 perf.

17

2:00p (MS) DF closing
2:00p (ST) DS4 perf.

18

(MS) DF STRIKE if not extended

19

(MS) DF STRIKE if not extended

20

(MS) DF STRIKE
7:30p (MS) DF possible extension
7:30p (ST) DS4 perf.

21

7:30p (MS) DF possible extension
7:30p (ST) DS4 perf.

22

8:00p (MS) DF possible extension
8:00p (ST) DS4 perf.

23

2:00 & 8:00p (MS) DF poss.ext.
8:00p (ST) DS4 perf.

24

2:00p (MS) DF possible extension closing

25

(MS) DF STRIKE

26

(MS) DF STRIKE

27

(MS) DF STRIKE
7:30p (ST) DS4 perf.

28

7:30p (ST) DS4 perf.

29

8:00p (ST) DS4 perf.

30

8:00p (ST) DS4 perf.

31

2:00p (ST) DS4 closing

2014

Key to Abbreviations:

MS=Main Stage

ST=Studio Theatre

SC=Stone Cottage

XAN=*Xanadu*

MI=*Molly Ivins* (aka Discover Series 1)

HANK=HANK WILLIAMS: LOST HIGHWAY

TOM=THE ADVENTURES OF TOM SAWYER

SPUNK=SPUNK

GP=GOOD PEOPLE

DF=DOG FIGHT

GA=THE GAME'S AFOOT or HOLMES FOR THE HOLIDAYS

Santa=*Santaland Diaries* (aka Discover Series 2 - Studio Theatre)

DS3=Discover Series 3

DS4=Discover Series 4

Exhibit D

WTT Inventory of Furniture Rental Items

These items are owned by the Town and rented to WTT on a monthly basis as outlined within the Use Agreement.

Library

- 66" yellow table
- Green chairs

Terry's Office

- Above desk hutch
- Rug

Greg's Office

- 2 pillows

Stage Manager Office

- Mirror

Receptionist Office

- Black Desk and above desk hutch

AGENDA CAPTION:

Discussion and consideration of approval of a contract with Rodney Hand & Associates Marketing Communications, LP for the production of Addison the Magazine of the North Dallas Corridor and Addison and The North Dallas Corridor Visitors Guide in the amount of \$111,000 for a one year period with four annual renewals.

Recommendation:

Administration recommends approval.

FINANCIAL IMPACT:

This item has been budgeted in the approved FY 13-14 Adopted Budget in the amount of \$111,000.

BACKGROUND:

The Town's approved marketing budget included \$111,000 for the publication of *Addison, the magazine of the North Dallas Corridor*. The Town of Addison has been working with Rodney Hand for more than 10 years on the publication of *Addison, the magazine of the North Dallas Corridor*. For the past several years, \$111,000 has been budgeted and approved by Council to support this partnership. In the past, for our approved budgeted amount of \$111,000, Addison has received 18 pages "Run of Book" (ROB) that are used for stories and/or ads supporting or about Addison.

In July 2013, Rodney Hand presented a new proposal for *Addison, the magazine of the North Dallas Corridor*. This new proposal included enhancements and upgrades to what the Town will be getting for the same budget of \$111,000, if approved by Council. If approved, Addison would continue to receive the 18-pages of ROB as in years prior, but it also will be featured prominently with front page online banner ads on the newly launched *Addison magazine* website. Addison also will be featured in online banner ads in the magazine's newly launched weekly e-newsletter. These new featured ad placements means that Addison will be featured to a more global audience—with far, far greater reach than the print magazine.

RECOMMENDATION:

Administration recommends approval.

Council Goals: Create raving fans of the Addison Experience.
Brand Protection and Enhancement

Attachments

Addison Magazine Proposal - V2

Addison Magainze - Exhibit B

Addison Magazine Agreement - Draft

Addison

and the north dallas corridor media group

Proposal

Date: Revised on October 18, 2013

To: Town of Addison

Announcing the new Addison and the North Dallas Corridor Media Group's Multi Media platform offering advertisers multi-media marketing that utilizes all platforms available, resulting in increased effectiveness.

In print and all digital platforms, we create awareness with platforms available quarterly, monthly and NOW weekly to our readers in the Addison and the North Dallas Corridor, to create awareness and let them know more about your business, facility, products and services offered, and encourage them to contact you.... bringing you new clients and increased sales.

Addison North Dallas corridor Media Groups proposes the following to the Town of Addison:

The Town remains an anchor advertiser in Addison the Magazine of the North Dallas Corridor and in the extended digital platforms. And as such the Town of Addison will receive the following exposure:

Updated Magazine Section

Magazine:

- 18 pages of R.O.B. (Run of Book) advertising and editorial, in each of the quarterly issues
- FP premium ad position of inside back cover in each of the quarterly issues
- Up to two additional FP ads per issue in the section of choice in each of the quarterly issues

Digital Edition/ Tablet Smart Phone Device Application:

- FP ad position of inside back cover in each of the quarterly issues
- Up to two additional FP per issue in the section of choice in each of the quarterly issues
- Up to 3 enhancements per digital issue including: Cover Sponsorship, Blow-In, Web Content (iFrame) Blow-in, Button Drawer, Belly Band, Slideshows, 360° Animation, Audio-Video, in each of the quarterly issues

Website:

- Front page Ad zone (rotation ad zones 2, 3 & 4) 3 times/year
- Category page I (rotation ad zones 2, 3 & 4) each month
- Category page II (rotation ad zones 2, 3 & 4) each month
- Category page III (rotation ad zones 2, 3 & 4) each month

E News:

- One portrait ad position per week for 26 weeks
- Middle banner ad position per week for 13 weeks

Addison North Dallas Corridor Media Group Will Also:

- On or before Jan 1, of each year, provide a timeline that details the elements of the Publications with key milestones.
- Provide that each issue will be a minimum of 64-page Perfect Bound magazine of 20,000 copies each issue of the magazine
- Proofs of the editorial outline, story ideas, cover design, photos, artwork, and layout and input for approval by the Town.
- Provide the Town prior approval of all promotional material including advertising rates pertaining to the Publications.
- Be responsible for its distribution to participating hotels and shall also verify placement of the Visitors Guide in guest rooms. Addison North Dallas Corridor Media Group shall also provide replacement copies of the Visitors Guide to hotels as needed. In addition, Addison

North Dallas Corridor Media Group shall also distribute the Visitors Guide to the following sources:

- Participating Hotel Sales Offices
 - Corporate Concierges
 - Commercial Leasing Offices and Residential Real Estate Offices
 - Certain Advertisers
-
- With respect to the Magazine, Addison North Dallas Corridor Media Group shall be responsible for its distribution to the residential properties identified and agreed upon by Addison North Dallas Corridor Media Group and the Town and Addison North Dallas Corridor Media Group shall verify the distribution of the same.
 - Addison North Dallas Corridor Media Group shall provide to the Town a list of all sources to whom copies of the Publications are distributed.
 - As the anchor advertiser, the Town will be given copies for distribution.
 - Advertising sales area will be limited to:
 - South of Legacy, East of Marsh Lane, North of Harvest Hill, West of Hillcrest Road
 - Restaurants outside the area shall not be included.
 - No advertising will be accepted from any person, business or organization unless it meets the geographic limitations set out above without express permission from the Town of Addison Deputy City Manager or City Manager.
 - The Town shall receive a list of advertisers one (1) week following the posted space reservation deadline for each issue.
 - Provide that that the ratio of advertising to editorial shall not exceed 40% ads to 60% editorial.
 - The Town and Addison North Dallas Corridor Media Group agree that the average ad rate for a run of space, full page/4 color insertion shall not exceed \$3,500.00 and for exclusive positions, a full page/4 color insertion shall not exceed \$4595.00.

The Town Will:

- Submit to Addison North Dallas Corridor Media Group in writing: changes and/or corrections to proofs or artwork, photos, and editorial layout. The Town shall return requests for proofing within 72 hours of receipt from Addison North Dallas Corridor Media Group.

- The Town agrees to permit Addison North Dallas Corridor Media Group to review its collection of photographs, and agrees to grant to Addison North Dallas Corridor Media Group a non-exclusive, royalty free license to use or reproduce such photographs, but solely as a part of the content of the publications which are the subject hereof; provided, however, that if any other person, firm or entity is the owner of any intellectual property rights in connection with any of such photographs, Addison North Dallas Corridor Media Group is required to pay such fees, or enter into agreements with third parties as Addison North Dallas Corridor Media Group and such third party may agree, without any cost or expense to the Town
- Town will authorize Addison North Dallas Corridor Media Group to produce the Town's logo, royalty free, but solely in connection with the publications which are the subject of this Agreement, and for no other purpose.
- In consideration for the above exposure in its multimedia platform and for the rights above Town agrees to pay Addison North Dallas Corridor Media Group a sum of \$27,750 per quarter beginning November 15, 2013 through November 15, 2018.

EXHIBIT B

Quarterly Print Magazine Publishing Schedule

HOLIDAY/WINTER 2013-14

Space Reservation: October 11, 2013

Materials Deadline: October 18, 2013

Distribution Date: November 11 - 15, 2013

SPRING 2014

Space Reservation: January 17, 2014

Materials Deadline: January 24, 2014

Distribution Date: February 17 - 21, 2014

SUMMER 2014

Space Reservation: April 11, 2014

Materials Deadline: April 18, 2014

Distribution Date: May 12 - 16, 2014

FALL 2014

Space Reservation: July 11, 2014

Materials Deadline: July 18, 2014

Distribution Date: August 11 - 15, 2014

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Agreement for Advertising

This Agreement for Advertising (“Agreement”) is made as of _____, 2013 by and between the Town of Addison, Texas (“Addison” or the “Town”) and Rodney Hand & Associates Marketing Communications, LP (“Hand”) (Addison and Hand are sometimes referred to herein together as the “parties” and individually as a “party”).

Recitals:

1. The Town is a home rule Texas municipality. Hand is a Texas limited partnership.

2. Hand is the owner of two publications known as *Addison the Magazine of the North Dallas Corridor*, (the “Magazine”), published by Hand in both print and digital editions, and *Addison and The North Dallas Corridor Visitors Guide* (the “Visitors Guide”) (the Magazine and the Visitors Guide being sometimes referred to in this Agreement together as the “Publications”). The Town desires to advertise in the Publications for the purpose of promoting the Town and the surrounding area to residents and visitors through, am distribution in hotel rooms and elsewhere in the Town and North Dallas area.

3. Hand agrees to produce the Publications and distribute them in accordance with the terms, conditions, and provisions of this Agreement, including Exhibit A and Exhibit B attached hereto and incorporated herein).

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the Town of Addison, Texas and Hand & Associates Marketing Communications, LP do contract and agree as follows:

1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated into and made a part of this Agreement.

2. Term. This Agreement shall be in effect for a period of one (1) year, beginning on the date of execution hereof by the last of the Town and Hand and ending one (1) year thereafter, subject, however, to the termination provisions of this Agreement. Following the initial one (1) year term, this Agreement may be renewed by the Town for four (4) additional one (1) year terms (each such one (1) year term being a “Renewal Term”) by the Town giving written notice to Hand of its election to renew not later than 30 days prior to the end of the initial term or a Renewal Term, as applicable. The terms, conditions, and provisions of this Agreement shall apply to each Renewal Term except as the parties may otherwise agree in writing (each Renewal Term, the dates for various items included in this Agreement will be modified).

3. Distribution of Publications. Hand will direct and distribute the Visitors Guide primarily to Addison and North Dallas hotels and visitors (as identified and agreed upon by the Town and Hand). The Magazine shall be directed and distributed primarily to Addison and

North Dallas residential properties (as identified and agreed upon by the Town and Hand). The content of the Visitors Guide and of the Magazine will be similar, but the Magazine may include some additional information or features which is pertinent and unique to a residential audience.

In addition to the print version of the Publications, there are also digital versions of each, and Hand will promote the digital editions as agreed upon by Hand and the Town.

4. Obligations, Representations and Warranties of Hand and the Town; Waiver; Hand's Indemnification Obligation.

A. *Hand's Obligations, Representations, Warranties.*

(1) In connection with the Publication and their publication and distribution, Hand agrees to provide its professional work and services set forth in this Agreement, including but not limited to to the City's satisfaction, in a professional manner, and represents, warrants and covenants that:

- (a) Hand shall acquire any and all licenses, agreements, permits, waivers, releases, registrations, approvals, authorizations, or any other permit or document required or necessary to produce and distribute the Publications.
- (b) In the production and distribution of the Publications, Hand shall comply with all applicable federal, state and local laws, rules and regulations.
- (c) During the term of this Agreement, neither Hand nor any of Hand's associates or employees shall participate, whether directly or indirectly, financially or otherwise, in the production of any other publication related to Addison or the North Dallas area.
- (d) Hand shall keep and hold all information provided to it by the Town in connection with this Agreement in confidence and shall not disclose such information to any third party. This paragraph shall survive the termination hereof.

(2) **Hand's Indemnification Obligation.** Hand covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Addison), INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas, the past, present and future elected and appointed officials, and the past, present and future officers, employees, agents, and representatives of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town and such elected and appointed officials, and such officers, employees, agents, and representatives of the Town each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the Town of Addison, Texas and/or any other Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the work and services to be provided by Hand pursuant to this Agreement as described herein, including in Sections 3 and 4, above, and in Exhibit A and Exhibit

B attached hereto and incorporated herein, (ii) any representations and/or warranties by Hand under this Agreement, (iii) any personal injuries (including but not limited to death) to any Hand Persons (as hereinafter defined) and any third persons or parties arising out of or in connection with Hand's provision of its work and services under or in connection with this Agreement, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Hand or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Hand is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Hand Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Hand's liability under this section shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Hand's liability for Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Addison Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

Hand shall promptly advise the Town of Addison in writing of any claim or demand against any Addison Person related to or arising out of Hand's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Hand's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and own expense, to participate in such defense without relieving Hand of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

(3) Waiver. Hand, its officers, agents and employees do hereby waive any and all claims for damage, injury or loss to any person or property, including the death of any person, that may be caused, in whole or in part, by the act or failure to act of any officer, agent or employee of the Town. Hand, its officers agents and employees assume the risk of all conditions whether dangerous or otherwise, in and about the premises of the Town, and waive any and all specific notice of the existence of any defective or dangerous condition in or about the said premises. The provisions of this paragraph shall survive the termination of this Agreement.

B. *Town's Obligations.* The Town agree that it will:

- (1) Pay Hand a sum of \$_____ for ___ pages of R.O.B. (Run of Book) advertising in the _____ 2013 issue of the Publications, \$_____ for ___ pages of R.O.B. advertising in the _____ 2014 issue, \$_____ for ___ pages of R.O.B. advertising in the _____ 2014 issue and \$_____ for ___ pages of

R.O.B. advertising in the _____ 2014 issue of the Publications. Such payment shall be made in accordance with the terms of this Agreement, including Exhibit A attached hereto and incorporated herein.

- (2) Pay Hand a sum of \$_____ for local distribution of each of the Holiday/Winter 2013/2014, Spring 2014, Summer 2014 and Fall 2014 Publications respectively to various locations approved by the City Manager. The area distribution will include the Town and extends from the borders of the Town south to LBJ Freeway (IH 635), north to Legacy, east to Hillcrest Road, and west to Marsh Lane. The various local distribution points shall be determined by the Town. Such sum shall be paid by the Town to Hand upon the Town receiving proof acceptable to the Town of the completion of the distribution.

5. Termination.

A. This Agreement may be terminated at any time by either party hereto in the event that the other party is in breach of any term of this Agreement and such breach continues for more than three (3) days after receipt by the breaching party of written notice of the breach from the non-breaching party. In the event of such termination Hand shall be compensated for all work and services properly performed pursuant to this Agreement to the date of termination. In the event of such termination, should Hand have been paid by the Town for services not yet properly performed then Hand shall reimburse the Town all such payments. Acceptance or payment of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

B. In addition, the Town may terminate this Agreement at any time and for any reason (or for no reason) by giving Hand at least sixty (60) days written notice of such termination ("Termination Notice"). If a Space Reservation deadline listed on the attached Exhibit B for any issue of the Publications will occur prior to the expiration of the said 60 day period that begins on the day that such notice is actually received or deemed received (as set forth in Section 7 below) by Hand and ends at the conclusion of the 60th day thereafter, then this Agreement shall continue in effect as to such Publications only (the "Continued Publications"), and upon the completion of the work and services of Hand in connection with such Publications and payment by the City therefor in accordance with this Agreement, this Agreement shall terminate. Upon receipt of the termination notice, Hand will stop work in an orderly and expeditious manner (except for the Continued Publications), place no further subcontracts or orders in connection with this Agreement, and terminate all subcontracts (if any).

Example: The Spring 2014 Space Reservation deadline is January 20, 2014 as shown on the attached Exhibit B. The Town sends written notice to the address for Hand included in Section 7 below on January 5, 2014 that the Town wants to terminate this Agreement. The notice is sent by certified mail and is deposited in the U.S. Mail, postage pre-paid on January 5, 2014, and under Section 7 below is deemed received 3 days thereafter, or January 8, 2014. The 60th day after January 8, 2014 is March 9, 2014. The Space Reservation deadline for Spring 2014 shown in Exhibit B - January 20, 2014 – occurs during the 60 day period between January 8, 2014 and March 9, 2014. The Agreement will be terminated at the end of March 9, 2014, but the work and services of Hand for the Spring 2013 Publications will be a Continued Publication. Upon the completion of Hand's work and services for the Spring 2014 Publications and the payment by the City

for such work and services in accordance with this Agreement, this Agreement shall end. Accordingly, Hand will not provide work and services, and the Town will not pay Hand, for the Summer 2014 and the Fall 2014 Publications.

6. Delays; Breach. No delay by either of the parties hereto in performing their respective duties, or obligations hereunder shall be deemed a breach of this Agreement if such delay arises from causes beyond the reasonable control of party and not avoidable by diligence of that party, including delays resulting from labor disputes, strikes, wars, riots, insurrection, civil commotion, government regulations, fire, flood, storm, or acts of God, provided that such affected party uses its best efforts to avoid non-performance and resumes full performance hereunder as soon as practical. Shortage of material or equipment or changes in price of materials or equipment shall not constitute valid grounds for delay.

It will constitute a breach of this Agreement, allowing for termination and/or recovery of damages which the non-breaching party sustains if:

A. The Town fails to make any payment due hereunder within thirty (30) days following the receipt of an invoice provided in accordance with this Agreement therefor (and each such invoice shall include a summary statement of services rendered; and Hand shall supply such supporting documentation with each invoice regarding the services performed by Hand as may be requested by Town from its Staff employees), or

B. Hand fails to deliver the Holiday/Winter 2013/2014 issue of the Publications, in the required quantities (see Exhibit A) on or before _____, 2013, the Spring 2014 issue in the required quantities (see Exhibit A) on or before _____, 2014, the Summer 2014 issue in the required quantities (see Exhibit A) on or before _____, 2014, or the Fall 2014 issue in the required quantities (see Exhibit A) on or before _____, 2014; provided, however, that the Town agrees to allow Hand a period not to exceed five (5) business days from the delivery date set out above to fully complete Hand's required distribution of the Publications. Failure by Hand to deliver on the dates set above shall result in a late fee of \$400.00 per day which the Town may deduct from the final amount then payable.

7. Notice: Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed received by the party to whom it is directed upon being hand-delivered or upon three (3) days following the deposit of the notice in the United States mail, postage pre-paid, and sent by certified mail, return receipt requested and properly addressed as follows:

To Addison:

5300 Belt Line Road
Dallas, Texas 75254
Attn: Carrie Sloan Rice
Director of Marketing

To Hand:

Rodney Hand & Associates Marketing
Communications, LP
PO Box 12121
Dallas, Texas 75225
Attn: Rodney Hand

8. Assignment. This Agreement shall not be assigned or otherwise conveyed in whole or in part by Hand without the prior written consent of the Town. Because this is a services contract, the Town is not obligated to consent to any assignment or other conveyance of

any portion of this Agreement. Any attempted assignment or other conveyance hereof by Hand shall be null, void and of no force or effect.

9. Independent Contractor. The relationship of Hand to the Town is that of an independent contractor. Neither the Town nor Hand shall be deemed to be the agent of the other and neither is authorized to take any action binding upon the other. No term or provision of this Agreement or any action in the performance hereof is intended nor shall be construed as making Hand the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

10. Texas Law to Apply. This Agreement shall be governed by the laws of the State of Texas (without reference to choice of law provisions of any jurisdiction), and shall be performable and all compensation payable in Dallas County Texas. Exclusive venue under this Agreement lies in Dallas County, Texas.

11. Entire Agreement. This Agreement is the entire and integrated agreement between the Town and Hand and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

12. Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect.

13. Authority to Execute. The undersigned officers and/or agents of the Town and Hand are properly authorized officials of the said parties and have the authority necessary to execute this Agreement on behalf of the respective party, and the parties hereby certify one to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

**RODNEY HAND & ASSOCIATES
MARKETING COMMUNICATIONS, LP**

By: _____
Ron Whitehead, City Manager

By: _____

Date of signing: _____

Date of signing: _____

Exhibit A

DESCRIPTION OF ADDISON/NORTH DALLAS PUBLICATIONS

A. **Schedule:** The (i) Holiday/Winter 2013/2014 issue of the Publications shall be completed and distributed by Hand on or before _____, 2013, (ii) the Spring 2014 issue of the Publications shall be completed and distributed by Hand on or before _____, 2014, (iii) the Summer 2014 issue of the Publications shall be completed and distributed by Hand on or before _____, 2014, and the (iv) Fall 2014 issue of the Publications shall be completed and distributed by Hand on or before _____, 2014.

B. **Duties of Town:** The Town shall:

1. Become the anchor advertiser for the Holiday/Winter 2013/2014, Spring 2014, Summer 2014 and Fall 2014 issue of the Publications. The Town shall be provided (a) ____ pages of R.O.B. (Run of Book) advertising and editorial, for the Holiday/Winter 2013/2014 issue of the Publications at a total cost not to exceed \$_____, (b) ____ pages of R.O.B. (Run of Book) advertising and editorial, for the Spring 2014 issue of the Publication at a total cost not to exceed \$_____, (c) ____ pages of R.O.B. (Run of Book) advertising and editorial, for the Summer 2014 issue of the Publications at a total cost not to exceed \$_____ and (d) ____ pages of R.O.B. advertising and editorial for the Fall 2014 issue of the Publications at a total cost not to exceed \$_____. Payments shall be due based on the following schedule:

For the Holiday/Winter 2013/2014 issue, a total of \$_____ will be due not later than 30 days after the Town's receipt from Hand of Hand's certification, in form and content satisfactory to the Town, that Hand has completed (a) delivery of the Visitors Guide to all the hotels, and delivery of the Magazine to all the residential properties, contained on a distribution list designated by the Town, and (b) the distribution of the Publications to all other sources as described herein or as may be designated by the Town.

For the Spring 2014 issue, a total of \$_____ will be due not later than 30 days after the Town's receipt from Hand of Hand's certification, in form and content satisfactory to the Town, that Hand has completed (a) delivery of the Visitors Guide to all the hotels, and delivery of the Magazine to all the residential properties, contained on a distribution list designated by the Town, and (b) the distribution of the Publications to all other sources as described herein or as may be designated by the Town.

For the Summer 2014 issue, a total of \$_____ will be due not later than 30 days after the Town's receipt from Hand of Hand's certification, in form and content satisfactory to the Town, that Hand has completed (a) delivery of the Visitors Guide to all the hotels, and delivery of the Magazine to all the residential properties, contained on a distribution list

designated by the Town, and (b) the distribution of the Publications to all other sources as described herein or as may be designated by the Town.

For the Fall 2014 issue, a total of \$_____ will be due not later than 30 days after the Town's receipt from Hand of Hand's certification, in form and content satisfactory to the Town, that Hand has completed (a) delivery of the Visitors Guide to all the hotels, and delivery of the Magazine to all the residential properties, contained on a distribution list designated by the Town, and (b) the distribution of the Publications to all other sources as described herein or as may be designated by the Town.

2. Submit to Hand in writing: changes and/or corrections to proofs or artwork, photos, and editorial layout. The Town shall return requests for proofing within 96 hours of receipt from Hand.

3. The Town agrees to permit Hand to review its collection of photographs, and agrees to grant to Hand a non-exclusive, royalty free license to use or reproduce such photographs, but solely as a part of the content of the publications which are the subject hereof; provided, however, that if any other person, firm or entity is the owner of any intellectual property rights in connection with any of such photographs, Hand is required to pay such fees, or enter into agreements with third parties as Hand and such third party may agree, without any cost or expense to the Town

4. Town authorizes Hand to produce the Town's logo, royalty free, but solely in connection with the publications which are the subject of this Agreement, and for no other purpose.

C. Duties of Hand: In addition to all other work and services to be provided by Hand under this Agreement, Hand shall provide:

1. On or before January 1, 2014 a timeline that details the elements of the Publications with key milestones.

2. A minimum 64-page Perfect Bound Magazine of 20,000 copies each for the November 2013 issue, February 2014 issue, May 2014 issue and the August 2014 issue of the Publications.

3. Proofs of the editorial outline, story ideas, cover design, photos, artwork, and layout and input for approval by the Town. No editorial material of any nature will appear in the Publications (in any format, including paper, digital, electronic, or otherwise) unless it has been reviewed and approved by the Town.

4. The Town shall have prior approval of all promotional material including advertising rates pertaining to the Publications.

5. (a) With respect to the Visitors Guide, Hand shall be responsible for its distribution to the participating hotels and shall also verify placement of the Visitors Guide in guest rooms. Hand shall also provide replacement copies of the

Visitors Guide to hotels as needed. In addition, Hand shall also distribute the Visitors Guide to the following sources:

Participating Hotel Sales Offices
Corporate Concierges
Commercial Leasing Offices and Residential Real Estate Offices
Certain Advertisers

(b) With respect to the Magazine, Hand shall be responsible for its distribution to the residential properties identified and agreed upon by Hand and the Town, and Hand shall verify the distribution of the same.

(c) Hand shall provide to the Town a list of all sources to whom copies of the Publications are distributed.

6. As the anchor advertiser, the Town will be given copies for distribution.

7. Advertising sales area will be limited to:

South of Legacy
East of Marsh Lane
North of Harvest Hill
West of Hillcrest Road

Restaurants outside the area shall not be included.

No advertising will be accepted from any person, business or organization unless it meets the geographic limitations set out above without express permission from the Town of Addison Deputy City Manager or City Manager. The Town shall receive a list of advertisers one (1) week following the posted space reservation deadline for each issue.

8. The Town and Hand agree that the ratio of advertising to editorial shall not exceed 40% ads to 60% editorial.

9. The Town and Hand agree that the average ad rate for a run of space, full page/4 color insertion shall not exceed \$3,500.00 and for exclusive positions, a full page/4 color insertion shall not exceed \$4595.00.

10. Digital Edition. For the digital edition of the Magazine, Hand shall provide to the Town the following:

(a) front page ad position of the inside back cover in each of the quarterly issues;

(b) up to two (2) additional front page per issue in the section of the Town's choice in each of the quarterly issues; and

(c) up to three (3) enhancements for each digital issue, including: *Cover Sponsorship, Blow-In, Web Content (iFrame) Blow-in, Button Drawer, Belly Band, Slideshows, 360° Animation, Audio-Video*, in each of the quarterly issues.

11. Hand shall produce and maintain a website for the Magazine; with respect to that website, Hand shall provide to the Town the following:

(a) front page ad zone (rotation ad zones 2, 3 and 4) three (3) times each year;

(b) category page I (rotation ad zones 2, 3 and 4) each month;

(c) category page II (rotation ad zones 2, 3 and 4) each month; and

(d) category page III (rotation ad zones 2, 3 and 4) each month.

12. Hand shall provide to the Town E news services, as follows:

(a) one portrait and position each for 26 weeks; and

(b) middle banner ad position each week for 13 weeks.

AGENDA CAPTION:

Presentation, discussion and consideration of approval authorizing the City Manager to enter into a Professional Service Agreement with Pyles Whatley Corporation to provide Real Estate Appraisal services for required easement acquisition related to the undergrounding of utilities on Belt Line Road for an amount not to exceed \$113,000.

Recommendation:

Administration recommends approval.

FINANCIAL IMPACT:

This item is budgeted in the 2012 Belt Line Road improvement bond.

BACKGROUND:

In 2012, General Obligations bonds were sold to support the undergrounding of the utilities on Belt Line Road. The design of the project is now 90% complete and is expected to be completed in November 2013. The alignment for the underground utilities will require that additional right-of-way easements be acquired. The property needed for the easement must be appraised before any discussions can be scheduled with the property owners.

Staff recommends that a Professional Services Agreement be executed with Pyles Whatley Corporation to provide appraisal services to determine the value of the easements that will need to be acquired. Pyles Whatley is a well-respected firm and comes highly recommended for this work.

The scope of work for the real estate appraisal services associated with the acquisition of easement from 26 properties will include:

- Identification of the property and interests to be appraised
- Research of public records concerning the property including zoning, assessments, taxes, acreage, buildings and site improvements, and maps
- Preliminary search of all available resources to determine market trends, influences and other significant factors pertinent to the subject properties.
- Analysis of highest and best use of each property
- Research and collection of relevant data in order to express an opinion of

value

- Analysis of the market data to reach an estimate of market value of the property needed
- Preparation of the narrative report, with maps, photos, and supporting information
- Submission of a written appraisal report for each property

It is estimated that the appraisal work will take three weeks to complete once Notice to Proceed is issued.

If Pyles Whatley's services are needed for testimony in connection with a Special Commissioners Hearing, fees would be assessed on an hourly basis as needed.

RECOMMENDATION:

Administration recommends approval.

Council Goals: Mindful stewardship of Town Resources.
Implement bond propositions

Combined Meeting

ES1

Meeting Date: 10/22/2013

AGENDA CAPTION:

Closed (executive) session of the City Council, pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

Council Goals: Mindful stewardship of Town Resources.
Raise property values
Attract new businesses to Addison

Combined Meeting

R5

Meeting Date: 10/22/2013

AGENDA CAPTION:

Consideration of any action regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

FINANCIAL IMPACT:

To be determined.

BACKGROUND:

N/A

RECOMMENDATION:

N/A

Council Goals: Mindful stewardship of Town Resources.
Raise property values
Attract new businesses to Addison
