



Post Office Box 9010 Addison, Texas
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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

NOVEMBER 9, 2010

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254
STARTING TIMES: WORK SESSION 6:00PM, REGULAR
MEETING 7:30PM

WORK SESSION

Item
#WS1 - Discussion regarding the Town's participation in the restoration and renovation of the Audie Murphy House located in The Arbors complex at 14671 Midway Road, Addison, TX 75001.

Item
#WS2 - Discussion regarding the Police Department and Fire Department ICMA study recommendations.

REGULAR MEETING

Pledge of Allegiance

Item #R1- Consideration of Old Business

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of Minutes for:

10/26/2010 Regular City Council Meeting

#2b- Approval of an ordinance amending the Town's financial policies set forth in Chapter 2, Article IV, Division 2 of the Town's Code of Ordinances.

#2c- 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, Communities in Schools, Senior Adult Services, Metrocrest Social Services, CONTACT Crisis Line, Launchability, United Basketball League - Texas Wranglers, Dance Council, WaterTower Theatre, Richardson Symphony Orchestra, and Second Thought Theatre, and (ii) an Agreement for the Use of the Addison Theatre Centre between the Town of Addison and each of Water Tower Theatre and Second Thought Theatre. The agencies and the amounts were approved by the City Council and included in the adopted FY 2010-11 budget.

#2d- Approval of an agreement for professional services with Waters-Oldani Executive Recruitment of The Waters

Consulting Group, Inc. to conduct a recruitment process leading to the hiring of an Economic Development Director for the Town of Addison.

#2e- Approval of a marketing sponsorship for \$50,000.00 for the Cavanaugh Flight Museum (CFM) for their 2011 marketing program.

Item #R3 Presentation, discussion and consideration of approval of appointment of members to the Board of Zoning Adjustment.

Item #R4 Presentation and discussion regarding setting up a Marketing Committee.

Recommendation:

Staff recommends approval.

Item #R5 Presentation, discussion and approval of a second amendment to the Master Facilities Agreement between the Town of Addison, UDR, Inc. and various property owners regarding public infrastructure improvements in the Vitruvian Park area.

Attachment(s):

1. Master Facilities AgreementSecond Amendment
2. Revised exhibit C-1
3. Revised exhibit D

Recommendation:

Staff recommends approval.

Item #R6 Presentation, discussion and consideration of approval to authorize the City Manager to execute Change Order No. 4 with North Texas Contracting, Inc., in the amount of \$217,812.30 and an extension of thirty-five (35) calendar days for the construction of certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

Attachment(s):

1. Change Order #4
2. Cost Ananalysis

Recommendation:

Staff recommends approval.

Item #R7 **PUBLIC HEARING** Case 1608-SUP/7-11 Convenience Stores. Presentation, discussion and consideration of approval of an ordinance approving a Special Use Permit for a convenience store in a Planned Development district #001-002, located at 4900 Belt Line Road, Suite 125, on application from Mr. Michael Dee, represented by Ms. Larae Tucker of Harrison French and Associates.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on October 28, 2010, voted to recommend approval of a Special Use Permit for a convenience store, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood Voting Nay: none Absent: none

Attachment(s):

1. Docket map, staff report, and commission findings

Recommendation:

Administration recommends approval.

- Item #R8 **PUBLIC HEARING** Case 1609-SUP/Schlotsky's Sandwiches. Presentation, discussion and consideration of approval of an ordinance amending an existing Special Use Permit for a restaurant so as to expand a restaurant under construction, located at 3740 Belt Line Road, on application from Schlotsky's Sandwiches, represented by Mr. Bernard Shaw of Cencor Realty Services.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on October 28, 2010, voted to recommend approval of an amendment to an existing Special Use Permit for a restaurant subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood Voting Nay: none Absent: none

Attachment(s):

1. Docket map, staff report, and commission findings

Recommendation:

Administration recommends approval.

- Item #R9 **PUBLIC HEARING** Case 1610-SUP/Einstein Brothers Bagels. Presentation, discussion and consideration of approval of an ordinance approving a Special Use Permit for a sandwich shop, located at 3750 Belt Line Road, on application from Einstein Bros. Bagels, represented by Mr. Bernard Shaw of Cencor Realty Services.

COMMISSION FINDINGS: The Addison Planning and

Zoning Commission, meeting in regular session on October 28, 2010, voted to recommend approval of a Special Use Permit for a restaurant subject to the following condition: - The applicant shall submit a revised site plan that reduces the size of the restaurant to 2,400 square feet with at 230 square foot patio, eliminates the eight parallel parking spaces against the south property line, and moves the drive-thru window further north in the building to allow for more queuing space.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood Voting Nay: none Absent: none

Attachment(s):

1. Docket map, staff report, and commission findings

Recommendation:

Administration recommends approval.

Item
#R10 -

Presentation and discussion regarding the Town's participation in the restoration and renovation of the Audie Murphy House located in The Arbors complex at 14671 Midway Road, Addison, TX 75001.

Recommendation:

Staff recommends approval.

Adjourn Meeting

Posted:

11/5/2010, 5PM, Lea Dunn

**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.

Council Agenda Item: #WS1

AGENDA CAPTION:

Discussion regarding the Town's participation in the restoration and renovation of the Audie Murphy House located in The Arbors complex at 14671 Midway Road, Addison, TX 75001.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #WS2

AGENDA CAPTION:

Discussion regarding the Police Department and Fire Department ICMA study recommendations.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R 2a

AGENDA CAPTION:

Approval of Minutes for:

10/26/2010 Regular City Council Meeting

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[10-26-2010 Minutes](#)

Type:

Backup Material

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
WORK SESSION**

October 26, 2010

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254 Starting Times: Work Session

6:00PM, Regular Meeting 7:30PM

Upstairs Conference Room

Council Members Present:

Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik

Absent:

None

Work Session

Item #WS1 - Discussion regarding the Police Department and Fire Department ICMA study recommendations.

There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
REGULAR MEETING**

October 26, 2010

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254 Starting Times: Work Session

6:00PM, Regular Meeting 7:30PM

Lea Dunn, 10/22/2010, 5PM

Council Members Present:

Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik

Absent:

None

REGULAR MEETING

Item #R1 - Consideration of Old Business

The following employees were introduced:

Keith Davis with the Fire Department, Matt Krows with the Police Department, Neil Gayden with the Environmental Services Department.

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for: 10/12/2010 Regular Meeting of the City Council

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Neil Resnik.

The motion result was: Passed

Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

#2b - Approval of annual contract with the Trinity River Authority to provide inspection, sampling and laboratory analysis on certain industries in Addison for compliance with wastewater pretreatment laws as required by the EPA.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Neil Resnik.

The motion result was: Passed

Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

#2c - Approval of annual contract with Dallas County Health & Human Services (DCHHS) for the Town of Addison to participate in the cost of providing public health services at reduced prices to Addison residents.

This item was pulled for clarification of the contract amount. The contract amount is \$2,500.00.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Neil Resnik.

The motion result was: Passed

Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

#2d - Approval of an agreement with The Waters Consulting Group, Inc., to assist Staff with the recruitment of a Fire Chief.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Neil Resnik.

The motion result was: Passed

Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Item #R3 - Presentation, discussion and consideration of approval of a Social Networking /Media Usage Policy amending the Town's Local Area Network, Internet and Electronic Mail usage Policy.

This Item was approved subject to the City Attorney's review.

A motion to Approve w/ Conditions was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Item #R4 - Presentation, discussion and consideration of approval of a resolution accepting the conveyance of certain land abutting Spring Valley Road and Vitruvian Way for public street right-of-way and related purposes, and accepting temporary construction easements in connection with the construction of improvements to each of Spring Valley Road and Vitruvian Way.

Resolution R10-026 was approved.

This Item was approved subject to the City Attorney's review.

A motion to Approve w/ Conditions was made by Councilmember Don Daseke.
The motion was seconded by Councilmember Bianca Noble.
The motion result was: Passed
Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik
Voting Nay: None

Item #R5 - Presentation, discussion and consideration of approval to authorize the City Manager to execute a Construction contract with North Texas Contracting, Inc., in the amount of \$3,478,396.90 with a contract duration of 271 calendar days for the Spring Valley Road Widening Project from Woodway to Vitruvian Way including plans for Vitruvian Park Public Improvements Phase 1, Extension of Vitruvian Way.

A motion to Approve was made by Councilmember Don Daseke.
The motion was seconded by Councilmember Blake Clemens.
The motion result was: Passed
Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik
Voting Nay: None

Item #R6 - Presentation, discussion and consideration of approval to authorize the City Manager to execute a Discretionary Service Agreement with Oncor Electric Delivery Company in the amount of \$391,685.28 for the relocation of Oncor facilities for the Spring Valley Road widening project underground.

This Item was approved subject to the City Attorney's review.

A motion to Approve w/ Conditions was made by Councilmember Neil Resnik.
The motion was seconded by Councilmember Blake Clemens.
The motion result was: Passed
Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik
Voting Nay: None

Item #R7 - Presentation, discussion and consideration of approval of an Assignment and Construction Services Agreement between the Town of Addison and UDR, Inc., in the amount of \$80,045.56, for and regarding the management of the construction of certain public infrastructure (including streets, water and sanitary sewer lines, and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1E).

This Item was approved subject to the City Attorney's review.

A motion to Approve w/ Conditions was made by Councilmember Blake Clemens.
The motion was seconded by Councilmember Don Daseke.
The motion result was: Passed

Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik
Voting Nay: None

Item #R8 - Presentation, discussion and consideration of approval to authorize payment to Oncor Electric Delivery Company, LLC, in the amount of \$43,213.27 for the installation of electrical facilities to serve certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

A motion to Approve was made by Councilmember Blake Clemens.
The motion was seconded by Councilmember Don Daseke.
The motion result was: Passed
Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik
Voting Nay: None

Attest:

Mayor-Joe Chow

City Secretary-Lea Dunn

Council Agenda Item: #R 2b

AGENDA CAPTION:

Approval of an ordinance amending the Town's financial policies set forth in Chapter 2, Article IV, Division 2 of the Town's Code of Ordinances.

FINANCIAL IMPACT:

N/A

BACKGROUND:

While preparing the FY 2010-2011 budget document, Staff determined that the Town's financial policies should be amended to reflect changes in operations. In addition to formatting, Staff is recommending the following significant changes:

- Revise the Director of Financial and Strategic Services title to Chief Financial Officer.
- Clarify that interfund transfers are permitted to support economic development programs.
- Stipulate that extended debt maturities are acceptable for major capital projects that will have a significant impact on the community.
- Increase base bond ratings to current ratings of Aa1 (Moody's Investors Service) and AAA (Standard & Poor's).

These changes are reflected in the attached ordinance.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

[Ordinance to Amend Financial Policies](#)

Type:

Ordinance

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 2 (ADMINISTRATION), ARTICLE IV (FINANCE), DIVISION 2 (FINANCIAL POLICIES) AS SET FORTH HEREIN; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas (the “City”) has heretofore adopted financial policies regarding the funds under its control; and

WHEREAS, the said financial policies are set forth in Division 2, Article IV, Chapter 2 of the City’s Code of Ordinances; and

WHEREAS, the City Council has reviewed the said financial policies and desires to amend the same as set forth herein.

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. Amendment. Chapter 2 (Administration) of the Code of Ordinances (the “Code”) of the Town of Addison, Texas (the “City”) is hereby amended in the following particulars, and all other chapters, articles, sections, subsections, paragraphs, phrases, and words are not amended but are ratified and confirmed:

A. Division 2 (Financial Policies) of Article IV (Finance) of Chapter 2 of the Code is amended as follows (additions are underlined; deletions are ~~struck through~~):

Sec. 2-171. Purpose.

The Town of Addison, Texas financial policies set forth the basic framework for the fiscal management of the ~~town~~Town. These policies were developed within the parameters established by applicable provisions of the Texas Local Government Code and the Town of Addison City Charter. The policies are intended to assist the ~~city council~~City Council and city staff in evaluating current activities and proposals for future programs. The policies are to be reviewed on an annual basis and modified to accommodate changing circumstances or conditions. *Minor changes in policies have been adopted as a result of the issuance of GASB Statement 34 and are noted in italics. While the modified policies influenced how certain funds are displayed or organized, the changes did not affect the application of financial resources to government programs.*

Sec. 2-172. Annual budget. (Charter Requirements*)

(a) The fiscal year of the Town of Addison shall begin on October 1 of each calendar year and will end on September 30 of the following calendar year. The fiscal year will also be established as the accounting and budget year.*

(b) The ~~city manager~~City Manager, prior to August first of each year, shall prepare and submit to the ~~city secretary~~City Secretary the annual budget covering the next fiscal year, which shall contain the following information:*

(1) The ~~city manager's~~City Manager's budget message shall outline the proposed financial policies for the next fiscal year with explanations of any changes from previous years in expenditures and any major changes of policy and a complete statement regarding the financial condition of the ~~town~~Town.

(2) An estimate of all revenue from taxes and other sources, including the present tax structure rates and property ~~evaluations~~valuations for the ensuing year.

(3) A carefully itemized list of proposed expenses by office, department, agency, and project for the budget year, as compared to actual expenses of the last ended fiscal year, and estimated expenses for the current year compared to adopted budget.

(4) A description of all outstanding bonded indebtedness of the ~~town~~Town.

(5) A statement proposing any capital expenditure deemed necessary for undertaking during the next budget year and recommended provision for financing.

(6) A list of capital projects which should be undertaken within the next five succeeding years.

(7) A five-year financial plan for the ~~general~~General, ~~hotel~~Hotel, ~~airport~~Airport, and ~~utility~~Utility fundsFunds.

(c) The ~~city manager's~~City Manager's budget should assume, for each fund, operating revenues that are equal to, or exceed operating expenditures. The ~~city manager's~~City Manager's budget message shall explain the reasons for any fund that reflects operating expenditures exceeding operating revenues.*

(d) At least one public hearing shall be conducted before the ~~council~~Council, allowing interested citizens to express their opinions concerning items of expenditures, giving their reasons for wishing to increase or decrease any items of expense. The notice of hearing shall be published in the official newspaper of the ~~town~~Town not less than 15 days or more than 30 days following date of notice.*

(e) Following the public hearing, the ~~council~~Council shall analyze the budget, making any additions or deletions which they feel appropriate, and shall, at least three days prior to the beginning of the next fiscal year, adopt the budget by a favorable majority vote. If

the ~~council-Council~~ fails to adopt the budget, the ~~city-Town~~ shall continue to operate under the existing budget until such time as the ~~council-Council~~ adopts a budget for the ensuing fiscal year.*

(f) On final adoption, the budget shall be in effect for the budget year. Final adoption of the budget by the ~~council-Council~~ shall constitute the official appropriations for the current year and shall constitute the basis of the official levy of the property tax. Under conditions which may arise, the ~~council-Council~~ may amend or change the budget to provide for any additional expense.*

(g) The annual budget document shall be published in a format that satisfies all criteria established by the Government Finance Officers Association's Distinguished Budget Program. The final budget document shall be published no later than ninety days following the date of the budget's adoption by the ~~council-Council~~.

Sec. 2-173. Basis of accounting and budgeting.

(a) The ~~town's-Town's~~ finances shall be accounted for in accordance with generally accepted accounting principles (GAAP) as established by the Governmental Accounting Standards Board (GASB).

(1) The accounts of the ~~town-Town~~ are organized and operated on the basis of funds and account groups. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements. Account groups are a reporting device to account for certain assets and liabilities of the governmental funds not recorded directly in those funds. Governmental funds are used to account for the government's general government activities and include the ~~general-General~~, ~~special revenue-Special Revenue~~, ~~debt service-Debt Service~~ and ~~capital project funds-Capital Project Funds~~.

(2) Governmental fund types use the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they are "measurable and available"). "Measurable" means the amount of the transaction can be determined, and "available" means collectible within the current period or soon enough thereafter to pay liabilities of the current period. Substantially all revenues are considered to be susceptible to accrual. Ad valorem, sales, hotel, franchise and tax revenues recorded in the ~~general fund-General Fund~~ and ad valorem tax revenues recorded in the ~~debt service fund-Debt Service Fund~~ are recognized under the susceptible to accrual concept. Licenses and permits, charges for services, fines and forfeitures, and miscellaneous revenues (except earnings on investments) are recorded as revenues when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned since they are measurable and available. Expenditures are recognized when the related fund liability is incurred, if measurable, except for principal and interest on general long-

term debt, which are recorded when due, and compensated absences, which are recorded when payable from currently available financial resources.

(3) The ~~town~~-Town utilizes encumbrance accounting for its governmental fund types, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation.

(4) The ~~town's~~-Town's proprietary fund types are accounted for on a flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned, and expenses are recorded at the time liabilities are incurred.

(b) The ~~town's~~-Town's annual budgets shall be prepared and adopted on a basis consistent with generally accepted accounting principles for all governmental and proprietary funds except the capital projects funds, which adopt project-length budgets. Also, depreciation of fixed assets is not recognized in proprietary fund budgets. All annual appropriations lapse at fiscal year end. Under the ~~town's~~-Town's budgetary process, outstanding encumbrances are reported as reservations of fund balances and do not constitute expenditures or liabilities since the commitments will be reappropriated and honored the subsequent fiscal year.

(c) The issuance of Statement 34 by ~~the Governmental Accounting Standards Board~~GASB has influenced the creation and reporting of individual funds. GASB 34 essentially mandates dual accounting systems: one for government-wide (i.e. the government as a single entity) reporting and another for individual fund reporting. Under GASB 34 for individual funds, the ~~town~~-Town will continue utilizing the accounting and budgeting processes as described in paragraphs (1) and (2) of this section. However, because GASB 34 mandates the flow of economic resources measurement focus and accrual basis of accounting for the government-wide reporting, extensive reconciliation must be performed to present aggregated fund information in the government-wide reporting model. Therefore, individual operating funds will be created with the objective of reducing fund to government-wide reconciliation as much as possible. When appropriate, individual funds will be examined as to whether it will be appropriate to account for them as proprietary fund types. Also, the ~~town~~-Town will limit the use of internal service funds and incorporate the financial transactions of those funds into other governmental funds.

Sec. 2-174. Budget administration.

(a) All expenses of the ~~town~~-Town shall be made in accordance with the adopted annual budget. The department level is the legal level of control enacted by the ~~town~~-Town Charter. Budgetary control is maintained at the individual expenditure account level by the review of all requisitions of estimated purchase amounts prior to the release of purchase orders to vendors.

(b) The following represents the ~~town's~~-Town's budget amendment policy delineating responsibility and authority for the amendment process. Transfers between expenditure

accounts in one department may occur with the approval of the ~~director of financial and strategic services~~ Chief Financial Officer (CFO). Transfers between operating departments may occur with the approval of the ~~city manager~~ City Manager and ~~director of financial and strategic services~~ CFO provided that a department's total budget is not changed by more than five percent. Transfers between funds or transfers between departments that change a department's total budget by more than five percent must be accomplished by budget amendment approved by the ~~city council~~ City Council. Budget amendments calling for new fund appropriations must also be approved by the ~~city council~~ City Council.

Sec. 2-175. Financial reporting.

(a) Following the conclusion of the fiscal year, the ~~town's~~ Town's ~~director of financial and strategic services~~ CFO shall cause to be prepared a Comprehensive Annual Financial Report (CAFR) in accordance with generally accepted accounting and financial reporting principles established by ~~the governmental accounting standards board~~ GASB. The document shall also satisfy all criteria of the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program.

(b) The CAFR shall show the status of the ~~city's~~ Town's finances on the basis of ~~generally accepted accounting principles (GAAP)~~ GAAP. The CAFR shall show fund revenues and expenditures on both a GAAP basis and budget basis for comparison purposes. In all but two cases this reporting conforms to the way the ~~city~~ Town prepares its budget. Compensated absences (accrued but unused sick leave) are not reflected in the budget but are accounted for in the CAFR's long-term debt account group. Depreciation expense is not shown in the budget's proprietary funds, although the full purchase price of equipment and capital improvements is reflected as uses of working capital.

(c) Included as part of the ~~comprehensive annual financial report~~ CAFR shall be the results of the annual audit prepared by independent certified public accountants designated by the ~~city council~~ City Council.

(d) The ~~director of financial and strategic services~~ CFO shall, within 60 days following the conclusion of each calendar quarter, issue a report to the ~~council~~ Council reflecting the ~~town's~~ Town's financial condition for that quarter. The quarterly report format shall be consistent with the format of the annual budget document.

Sec. 2-176. Revenues.

(a) To protect the ~~town's~~ Town's financial integrity, the ~~town~~ Town will maintain a diversified and stable revenue system to shelter it from fluctuations in any one revenue source. Recognizing that sales tax is a volatile, unpredictable source of revenue, the ~~town~~ Town will attempt to reduce its dependence on sales tax revenue.

(b) For every annual budget, the ~~town~~ Town shall levy two property tax rates: operation/maintenance and debt service. The debt service levy shall be sufficient for meeting all principal and interest payments associated with the ~~town's~~ Town's outstanding

general obligation debt for that budget year. The debt service levy and related debt service expenditures shall be accounted for in the ~~debt service fund~~ Debt Service Fund. The operation and maintenance levy shall be accounted for in the ~~general fund~~ General Fund. The operation and maintenance levy will be established within the eight percent rollback rate as defined by the State of Texas Property Tax Code. Council will consider exceeding the rollback rate only after options have been presented by staff to avoid the rollback by increasing revenue from other sources or reducing expenditures.

(c) The ~~town~~ Town will maintain a policy of levying the lowest tax rate on the broadest tax base. Minimal exemptions will be provided to homeowners, senior citizens, and disabled veterans. The ~~town~~ Town will not provide tax abatements to encourage development.

(d) The ~~town~~ Town will establish user charges and fees at a level that attempts to recover the full cost of providing the service.

(1) User fees, particularly utility rates, should identify the relative costs of serving different classes of customers.

(2) Where possible, utility rates should be designed to reduce peak (hour and day) demands on the utility systems.

(3) The ~~town~~ Town will make every reasonable attempt to ensure accurate measurement of variables impacting taxes and fees (e.g. verification of business sales tax payments, verification of appraisal district property values, and accuracy of water meters).

(e) The ~~town~~ Town will attempt to maximize the application of its financial resources by obtaining supplementary funding through agreements with other public and private agencies for the provision of public services or the construction of capital improvements.

(f) The ~~town~~ Town will consider market rates and charges levied by other public and private organizations for similar services in establishing tax rates, fees and charges.

(g) When developing the annual budget, the ~~city manager~~ City Manager shall project revenues from every source based on actual collections from the preceding year and estimated collections of the current fiscal year, while taking into account known circumstances which will impact revenues for the new fiscal year. The revenue projections for each fund should be made conservatively so that total actual fund revenues exceed budgeted projections.

Sec. 2-177. Operating expenditures.

(a) Operating expenditures shall be accounted, reported, and budgeted for in the following major categories:

(1) Operating, recurring expenditures-

- a. Personal services-
- b. Supplies-
- c. Maintenance-
- d. Contractual services-
- e. Capital replacement/lease-

(2) Operating, non-recurring expenditures-

- a. Capital equipment-

(b) The annual budget shall appropriate sufficient funds for operating, recurring expenditures necessary to maintain established (i.e. status quo) quality and scope of city services.

(c) The ~~town~~Town will constantly examine the methods for providing public services in order to reduce operating, recurring expenditures and/or enhance quality and scope of public services with no increase to cost.

(d) Personal service expenditures will reflect the minimum staffing needed to provide established quality and scope of city services. To attract and retain employees necessary for providing high-quality service, the ~~town~~Town shall maintain a compensation and benefit package competitive with the public and, when quantifiable, private service industries.

(e) Supply expenditures shall be sufficient for ensuring the optimal productivity of ~~town~~Town employees.

(f) Maintenance expenditures shall be sufficient for addressing the deterioration of the ~~town's~~Town's capital assets to ensure the optimal productivity of the capital assets. Maintenance should be conducted to ensure a relatively stable level of maintenance expenditures for every budget year.

(g) The ~~town~~Town will utilize contracted labor for the provision of city services whenever private contractors can perform the established level of service at less expense to the ~~town~~Town. The ~~town~~Town will regularly evaluate its agreements with private contractors to ensure the established levels of service are performed at the least expense to the ~~town~~Town.

(h) Capital equipment is defined as equipment that exceeds \$5,000~~.00~~ and has a useful life of at least one year. Existing capital equipment shall be replaced when needed to ensure the optimal productivity of ~~town~~Town employees. Existing capital equipment associated with ~~general fund~~General Fund operations will be amortized by charges to the departments using the equipment. The amortization charges will be sufficient for replacing the capital equipment at the end of its expected useful life. The amortization charges and application of those funds will be accounted for in the ~~capital replacement fund~~Capital Replacement Fund.

(i) Expenditures for additional capital equipment shall be made only to enhance employee productivity, improve quality of service, or expand scope of service.

(j) To assist in controlling the growth of operating expenditures, operating departments will submit their annual budgets to the ~~city manager~~City Manager within a ceiling calculated by the ~~director of financial and strategic services~~CFO. Projected expenditures that exceed the ceiling must be submitted as separate budget adjustment requests. The ~~city manager~~City Manager will recommend the adjustment requests to the ~~council~~Council, which will vote on the requests.

Sec. 2-178. Fund balance.

(a) The annual budget shall be presented to ~~council~~Council with each fund reflecting an ending fund balance which is no less than 25 percent of that fund's annual operating expenditures. To satisfy the particular needs of individual funds, ending fund balances may be established which exceed the 25 percent minimum.

(b) Fund balance that exceeds the minimum level established for each fund may be appropriated for non-recurring capital projects or programs.

(c) The ~~town~~Town will exercise diligence in avoiding the appropriation of fund balance for recurring operating expenditures. In the event fund balance is appropriated for recurring operating expenditures to meet the needs of the Addison community, the budget document shall include an explanation of the circumstances requiring the appropriation and the methods to be used to arrest the future use of fund balance for operating expenditures.

Sec. 2-179. Fund transfers.

(a) With the exceptions noted below, there will be no operating transfers between funds. Any costs incurred by one fund to support the operations of another shall be charged directly to the fund. (For example, actual hours worked by ~~general fund~~General Fund employees for ~~hotel fund~~Hotel Fund events.)

(b) Fund transfers may occur when surplus fund balances are used to support non-recurring capital expenses or when needed to satisfy debt service obligations.

(c) Transfers are permitted between funds to support economic development programs.

Sec. 2-180. Debt expenditures.

(a) The ~~town~~Town will issue debt only to fund capital projects that cannot be supported by current, annual revenues.

(b) To minimize interest payments on issued debt, the ~~town~~Town will seek to maintain a rapid debt retirement policy by issuing debt with maximum maturities not exceeding 15 years, except in instances when the capital improvements will significantly benefit the

community beyond the 15 year period. Retirement of debt principal will be structured to ensure ~~constant~~consistent annual debt payments.

(c) The ~~town~~Town will attempt to maintain base bond ratings (prior to insurance) of ~~A1~~Aa1 (Moody's Investors Service) and ~~A+AAA~~A+AAA (Standard & Poor's) on its general obligation debt.

(d) When needed to minimize annual debt payments, the ~~town~~Town will obtain insurance for new debt issues.

Sec. 2-181. Capital project expenditures.

(a) The ~~town~~Town will develop a multi-year plan for capital projects, which identifies all projects likely to be constructed within a five-year horizon. The multi-year plan will reflect for each project the likely source of funding and attempt to quantify the project's impact to future operating expenditures.

(b) Capital projects will be constructed to:

- (1) Protect or improve the community's quality of life.
- (2) Protect or enhance the community's economic vitality.
- (3) Support and service new development.

(c) To minimize the issuance of debt, the ~~town~~Town will attempt to support capital projects with appropriations from operating revenues or excess fund balances (i.e. "pay-as-you-go").

Sec. 2-182. Utility capital expenditures.

The ~~town~~Town will design utility rates sufficient for funding a depreciation reserve which will accumulate resources to replace or rehabilitate aging infrastructure ~~which that~~ no longer can be serviced by regular maintenance. Attempts should be made to fund the reserve at a level approximate to annual depreciation of assets as reported in the ~~town's~~Town's annual comprehensive annual financial reportCAFR.

Sec. 2-183. Long-term financial plans.

(a) The ~~town~~Town will adopt every annual budget in context of a long-term financial plan for the ~~general fund~~General Fund. Financial plans for other funds may be developed as needed.

(b) The ~~general fund~~General Fund long-term plan will establish assumptions for revenues, expenditures and changes to fund balance over a five-year horizon. The assumptions will be evaluated each year as part of the budget development process.

Section 3. Savings. This Ordinance shall be cumulative of all other ordinances of the City affecting the City's investment policy or investment strategy and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

Section 3. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4. Effective Date. This Ordinance shall become effective from and after its date of passage and approval as provided by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____ day of _____, 2010.

Joe Chow, Mayor

ATTEST:

By: _____
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Council Agenda Item: #R 2c

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, Communities in Schools, Senior Adult Services, Metrocrest Social Services, CONTACT Crisis Line, Launchability, United Basketball League - Texas Wranglers, Dance Council, WaterTower Theatre, Richardson Symphony Orchestra, and Second Thought Theatre, and (ii) an Agreement for the Use of the Addison Theatre Centre between the Town of Addison and each of Water Tower Theatre and Second Thought Theatre. The agencies and the amounts were approved by the City Council and included in the adopted FY 2010-11 budget.

FINANCIAL IMPACT:

All contracts are fully funded within the General Fund and Hotel Fund budgets.

Budgeted Amount: General Fund - \$122,000 Hotel Fund - \$442,200

Cost: General Fund - \$122,000 Hotel Fund - \$442,200

BACKGROUND:

During the FY 2010-11 budget process, the City Council reviewed the following non-profit agency requests and funding amounts for FY 2010-11. 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. The FY 2011 Funding Chart for Non-Profit contracts is attached.

Staff recommends FY 2010-11 funding requests totaling \$122,000 to be paid out of the General Fund and \$442,200.00 to be paid out of the Hotel Fund. Recommendations for specific funding amounts for each non-profit are identified in the attached spreadsheet.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

<input type="checkbox"/> 2011 Funding Chart	Backup Material
<input type="checkbox"/> Metrocrest Family Medical Clinic	Backup Material
<input type="checkbox"/> Metrocrest Chamber of Commerce	Backup Material
<input type="checkbox"/> The Family Place	Backup Material
<input type="checkbox"/> Communities in Schools	Backup Material
<input type="checkbox"/> Senior Adult Services	Backup Material
<input type="checkbox"/> Metrocrest Social Services	Backup Material
<input type="checkbox"/> CONTACT Crisis Line	Backup Material
<input type="checkbox"/> Launchability	Backup Material
<input type="checkbox"/> United Basketball League	Backup Material
<input type="checkbox"/> Dance Council	Backup Material
<input type="checkbox"/> WaterTower Theatre Contract	Backup Material
<input type="checkbox"/> Richardson Symphony Orchestra	Backup Material
<input type="checkbox"/> Second Thought Theatre	Backup Material
<input type="checkbox"/> Addison Theatre Centre/WaterTower Theatre Use Agreement	Backup Material
<input type="checkbox"/> Second Thought Theatre Use Agreement	Backup Material

2011 Nonprofit Funding

2011 Nonprofit Funding			
GENERAL FUND		HOTEL FUND	
Metrocrest Family Medical Clinic	\$3,000	Dance Council	\$7,200
Metrocrest Chamber of Commerce	\$10,000	WaterTower Theatre	\$240,000
The Family Place	\$10,000	WaterTower Theatre Matching	\$150,000
Communities in Schools	\$40,000	Richardson Symphony Orchestra	\$30,000
Senior Adult Services	\$17,000	Second Thought Theatre	\$15,000
Metrocrest Social Services	\$30,000	TOTAL	\$442,200
CONTACT Crisis Line	\$5,000		
Launchability	\$5,000		
United Basketball League - Texas Wranglers	\$2,000		
TOTAL	\$122,000		

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2010 by and between the Town of Addison, Texas (the "City"), and Metrocrest Family Medical Clinic ("Metrocrest Medical").

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, covenant 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, 2010 through the 30th day of September, 2011, 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 Medical 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, 2011, 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 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' activities under this Contract and shall see to the investigation and defense of such claim or demand at Metrocrest Family Medical Clinic' 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) 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, 2010, with the last quarter ending September 30, 2011), 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.

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:

Chris Terry
Assistant 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
Plaza 1, Suite 140, One Medical Center
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 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, INC.**

By: _____
Ron Whitehead, City Manager

By: _____
Jane Wood Hawkins, Executive Director

ATTEST:

ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____
Its: _____

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, 2010 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 covenant 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 2010 through the 30th day of September 2011, except as otherwise provided for herein.

II. SERVICES

A. The Chamber shall provide to the City the following services:

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.

Seven key program areas in which the Chamber shall endeavor to assist the City include:

1. Familiarization tour of the Metrocrest for companies seeking expansion or relocation assistance.
2. Economic Development convention participation.
3. Existing business retention support through established Chamber programs.
4. Import/Export assistance to Metrocrest businesses in foreign markets.
5. Resource materials - publishing of new (updated) Economic Development resource materials.
6. Engagement in legislative affairs including:
 - (a) identification and publication of key legislative priorities

- (b) collaboration with city and school district lobbying efforts
 - (c) participation in area events in Austin
 - (d) ongoing legislative “alerts” and other communications
7. Continuation of a recent strategic planning program, which identified pursuit of Transit Oriented Development. This seeks a meaningful role to help expedite the extension of DART rail to the City, as well as to help the Cities of Farmers Branch and Carrollton capitalize on business development opportunities created by the extension of the DART light rail through those communities.

B. The Mayor of the City 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 Ten Thousand and No/100 Dollars (\$10,000.00). Such sum shall be paid on or before January 1, 2011, provided Provider is not then in default of this Contract.

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 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 Chamber has failed at the time of such cancellation and termination to provide all of the services set forth herein, Chamber shall refund to the City that portion of funds paid to Chamber under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Chamber 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 Chamber and the City under this Contract shall be discharged and terminated (except as otherwise provided herein) 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 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, Chamber shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Chamber shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Chamber from the funds provided by the City. The approval of Chamber's annual budget creates a fiduciary duty in Chamber with respect to the funds provided by the City under this Contract.

The funds paid to 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.

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, 2010, with the last quarter ending September 30, 2011), Chamber shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Chamber of the funds paid to Chamber under this Contract; and (b) a year-to-date report of the expenditures made by Chamber of the funds paid to Chamber under this Contract (and if this Contract is terminated prior to its expiration, 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, 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 Chamber's fiscal year, Chamber shall provide the City with a financial statement signed by the Chairman of 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.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Chamber is that of independent contractor, and the City and Chamber by the execution of this Contract do not change the independent status of Chamber. The Chamber is an independent contractor, and no term or provision of this Contract or action by Chamber in the performance of this Contract is intended

nor shall be construed as making 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

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 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, 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

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 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:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Chamber's address:

Greg Vaughn
President
Metrocrest Chamber of Commerce
1204 Metrocrest Drive
Carrollton, Texas 75006

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 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 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: _____
Greg Vaughn, Executive Director

ATTEST:

ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2010 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, covenant 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, 2010 through the 30th day of September, 2011, 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, 2011, 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 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) 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, 2010, with the last quarter ending September 30, 2011), 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.

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 ENTERPIRS

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:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Family Place's address:

Paige Flink
Executive Director
The Family Place
P.O. Box 7999
Dallas, Texas 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: _____
Paige Flink, Executive Director

ATTEST:

ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____
Its: _____

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2010 by and between the Town of Addison, Texas (the "City") and Communities In Schools Dallas Region, Inc. ("Communities In Schools").

WITNESSETH:

WHEREAS, Communities In Schools is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing academic support and social services for children at risk of dropping out of school in the Dallas region; and

WHEREAS, the success or failure of the purposes and objectives of Communities In Schools 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, is authorized and empowered to exercise the power of eminent domain to acquire property for a school or other educational facility pursuant to Section 251.001, Tex. Loc. Gov. Code, and the services provided by Communities In Schools 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 Communities In Schools Dallas Region, Inc. do hereby contract, covenant 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 2010 through the 30th day of September 2011, except as otherwise provided for herein.

II. SERVICES

Communities In Schools covenants and agrees that it shall:

(a) establish and continue an on-going campus program at Janie Stark Elementary School and Montgomery Primary School in the Carrollton-Farmers Branch I.S.D. aimed at providing students with supportive guidance and counseling, educational enhancement opportunities, cultural enrichment activities, health and human service agency referrals, and parental involvement programs;

(b) assign two (2) professional staff to the Janie Stark Elementary School campus and two (2) professional staff to the Montgomery Primary School with bi-lingual language skills to guide in student development;

(c) conduct off-campus "home visits" with interested parents to acquaint them with enhanced student and parenting skills;

(d) coordinate with Addison apartment managers to hold neighborhood meetings to acquaint parents with Communities In Schools and its opportunities;

(e) continue mobilization of the service component of Communities In Schools to the Janie Stark Elementary School students;

(f) provide effective follow-up reporting to the City through quarterly financial and service reports to indicate the numbers served;

(g) provide an 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 Communities In Schools as described herein, the City shall pay Communities In Schools the sum of Forty Thousand and No/100 Dollars (\$40,000.00). Such sum shall be paid on or before January 1, 2011, provided Communities In Schools is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) COMMUNITIES IN SCHOOLS AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, DIRECTLY BY OR FROM THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY COMMUNITIES IN SCHOOLS, 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 COMMUNITIES IN SCHOOLS.*** Communities in Schools 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, caused directly, (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 Communities in Schools

under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Communities in Schools, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Communities in Schools, or any other person or entity for whom Communities in Schools is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, , invitees, patrons, guests, customers, and concessionaires.

Communities in Schools shall promptly advise the City in writing of any claim or demand against any Addison Person or Communities in Schools related to or arising out of Communities in Schools' activities under this Contract and shall see to the investigation and defense of such claim or demand at Communities in Schools' 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 Communities in Schools 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 Communities In Schools has failed at the time of such cancellation and termination to provide all of the services set forth herein, Communities In Schools shall refund to the City that portion of funds paid to Communities In Schools under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Communities In Schools 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 Communities In Schools and the City under this Contract shall be discharged and terminated (except as otherwise provided herein) 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 Communities In Schools 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, Communities in School shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Communities in School shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Communities in School from the funds provided by the City. The approval of Communities in School's annual budget creates a fiduciary duty in Communities in School with respect to the funds provided by the City under this Contract.

The funds paid to Communities in School 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.

Communities In Schools 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, 2010, with the last quarter ending September 30, 2011), Communities In Schools shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Communities In Schools of the funds paid to Communities In Schools under this Contract; and (b) a year-to-date report of the expenditures made by Communities In Schools of the funds paid to Communities in Schools under this Contract (and if this Contract is terminated prior to its expiration, Communities In Schools 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, Communities In Schools 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 Communities In Schools' fiscal year, Communities In Schools shall provide the City with a financial statement signed by the Chairman of Communities In Schools' Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Communities In Schools' income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Communities In Schools is that of independent contractor, and the City and Communities In Schools by the execution of this Contract do not change the independent status of Communities In Schools. Communities In Schools is an independent contractor, and no term or provision of this Contract or action by Communities In Schools in the performance of this Contract is intended nor shall be construed as making Communities In Schools 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

Communities In Schools 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 Communities In Schools 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, Communities In Schools 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

Communities In Schools 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 Communities In Schools Dallas Region, Inc. 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:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Communities In Schools Dallas Region,
Inc. address:

Sandra Chavarria
President & CEO
8700 Stemmons Frwy, Suite 125
Dallas, TX 75247

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 Communities In Schools Dallas Region, Inc. 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 Communities In Schools Dallas Region, Inc.

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

**COMMUNITIES IN SCHOOLS
DALLAS REGION, INC.**

By: _____
Ron Whitehead, City Manager

By: _____
Sandra Chavarria, President & CEO

ATTEST:

ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____

(printed name)
Its: _____

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2010 by and between the Town of Addison, Texas (the "City") and Senior Adult Services of Addison, Carrollton, Coppell, and Farmers Branch ("Senior Adult Services").

WITNESSETH:

WHEREAS, Senior Adult Services is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing information, programs, and referral services to the senior citizens within Addison, Carrollton, Coppell and Farmers Branch; and

WHEREAS, the success or failure of Senior Adult Services purposes and objectives has a direct impact on the health, comfort, and welfare of the senior citizens of the Town; 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 on its own or by contract, 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 Senior Adult Services 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 Senior Adult Services of Addison, Carrollton, Coppell, and Farmers Branch do hereby covenant and agree as follows:

I. TERM

The term of this Contract shall be for a period of one year from October 1, 2010 through September 30, 2011, except as otherwise provided for herein.

II. SERVICES

Senior Adult Services covenants and agrees that it shall:

- (a) Design, develop, and implement referral services, projects, or programs beneficial to the senior citizens living in the City of which include
- (1) Transportation Assistance
 - (2) Home Repair Assistance
 - (3) Informational and Referral Services
 - (4) Home Delivered Meals
 - (5) Provide Case Management Services

(6) Care Givers Support

(b) 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 Senior Adult Services as described herein, the City shall pay Senior Adult Services the sum of Seventeen Thousand and No/100 Dollars (\$17,000.00). Such sum shall be paid on or before January 1, 2011, provided Senior Adult Services is not then in default of this Contract.

IV. INDEMNIFICATION

(a) SENIOR ADULT SERVICES 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 SENIOR ADULT SERVICES 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 SENIOR ADULT SERVICES.*** Senior Adult 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 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 Senior Adult Services under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Senior Adult Services, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Senior Adult Services, or any other person or entity for whom Senior Adult 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.

Senior Adult Services shall promptly advise the City in writing of any claim or demand against any Addison Person or Senior Adult Services related to or arising out of Senior Adult Services' activities under this Contract and shall see to the investigation and defense of such claim or demand at Senior Adult 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 Senior Adult 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 Senior Adult Services has failed at the time of such cancellation and termination to provide all of the services set forth herein, Senior Adult Services shall refund to the City that portion of funds paid to Senior Adult Services under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Senior Adult Services 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 Senior Adult Services and the City under this Contract shall be discharged and terminated (except as otherwise provided herein) 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 Senior Adult Services 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, Senior Adult Services shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Senior Adult Services shall make such periodic reports to the City, as provided for herein, listing the expenditures

made by Senior Adult Services from the funds provided by the City. The approval of Senior Adult Services' annual budget creates a fiduciary duty in Senior Adult Services with respect to the funds provided by the City under this Contract.

The funds paid to Senior Adult Services 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.

Senior Adult Services 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, 2010, with the last quarter ending September 30, 2011), Senior Adult Services shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Senior Adult Services of the funds paid to Senior Adult Services under this Contract; and (b) a year-to-date report of the expenditures made by Senior Adult Services of the funds paid to Senior Adult Services under this Contract (and if this Contract is terminated prior to its expiration, Senior Adult Services 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, Senior Adult Services 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 Senior Adult Services' fiscal year, Senior Adult Services shall provide the City with a financial statement signed by the Chairman of Senior Adult Services' Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Senior Adult Services' income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Senior Adult Services is that of independent contractor, and the City and Senior Adult Services by the execution of this Contract do not change the independent status of Senior Adult Services. Senior Adult Services is an independent contractor, and no term or provision of this Contract or action by Senior Adult Services in the performance of this Contract is intended nor shall be construed as making Senior Adult Services 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 Senior Adult Services performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Senior Adult Services 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 Senior Adult Services 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, Senior Adult Services 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

Senior Adult Services 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 Senior Adult Services 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 Town's address:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Senior Adult Services' address:

Gregory Gerendas
Executive Director
Senior Adult Services
1111 W. Belt Line Rd., Suite #110
Carrollton, Texas 75006

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 Senior Adult Services 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 Senior Adult Services

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

**SENIOR ADULT SERVICES
OF ADDISON, CARROLLTON COPPELL
AND FARMERS BRANCH**

By: _____
Ron Whitehead, City Manager

ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____
Gregory Gerendas, Executive Director

ATTEST:

By: _____

(printed name)

Its: _____

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of June, 2010 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; and

WHEREAS, during the first six months of the fiscal year beginning October 1, 2009, Metrocrest experienced a significant increase in services provided by Metrocrest to citizens of the Town, and in order to, among other things, provide for additional funds to cover the costs of the increase in services, the City and Metrocrest entered into an additional contract for services for the period beginning June 1, 2010 and ending May 31, 2010; and

WHEREAS, the City and Metrocrest desire to extend the term of the said contract for services so that it shall end on September 30, 2011, to provide additional funds in the amount of \$30,000.00 as set forth herein to pay for the services provided by Metrocrest to the Town, and to restate and further described the services and the terms and conditions of the agreement between the City and Metrocrest.

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

I. TERM

The term of the Contract for Services entered into by the City and Metrocrest effective as of June 1, 2010 shall be extended so that it shall end on September 30, 2011, 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) 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

(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 has previously paid to Metrocrest the sum of Fifty Thousand and No/100 Dollars (\$50,000.00), and the City shall pay Metrocrest an additional sum of Thirty Thousand and No/100 Dollars (\$30,000.00). The said sum of \$30,000.00 shall be paid on or before January 1, 2010, 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 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, 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) 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

Prior to adopting its annual budget, Metrocrest shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, 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. The approval of Metrocrest' 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 June 30, 2010, with the last quarter ending September 30, 2011), 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 that ends September 30, 2010 and of Metrocrest's fiscal year that ends September 30, 2011, 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.

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:

Mr. Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Metrocrest's address:

Ms. Bunny Summerlin
Executive Director
Metrocrest Social Services
1111 W. Beltline Rd., #100
Carrollton, Texas 75006

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: _____
Bunny Summerlin, Executive Director

ATTEST:

ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____

(printed name)

Title: _____

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2010 by and between the Town of Addison, Texas (the "City") and the Contact Crisis Line ("Contact Crisis Line").

WITNESSETH:

WHEREAS, the 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, the 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, the 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 the Contact Crisis Line do hereby contract, covenant 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, 2010 through the 30th day of September, 2011, 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 2010-2011 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 the 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 the Contact Crisis Line as described herein, the City shall pay the Contact Crisis Line the sum of Five Thousand and No/100 Dollars (\$5,000.00). Such sum shall be paid on or before January 1, 2011, provided Contact Crisis Line is not then in default of this Contract.

IV. 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 any Contact Crisis like, whether directly or indirectly,

(the "Claims"), that arise out of, result from, or relate to: (1) the Services as defined 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) 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, 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 shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Contract from the funds provided by the City. The approval of Contact Crisis Line's annual budget creates a fiduciary duty on 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, 2010, with the last quarter ending September 30, 2011), Contact Crisis Line provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Contact of the funds paid to Contact 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 provides 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.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and on Contact is that of independent contractor, and the City and Contact 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 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 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:

Chris Terry
Assistant City Manager
Town of Addison

Contact Crisis Line's address:

Benaye Y. Rodgers
President
P.O. Box 800742

5300 Belt Line Road
Dallas, Texas 75254

Richardson, Texas 75080

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: _____
Benaye Rodgers, Executive Director

ATTEST:

ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2010 by and between the Town of Addison, Texas (the "City") and Launchability (sometimes, "Provider").

WITNESSETH:

WHEREAS, Provider 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, Provider 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, Provider 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, Provider 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 Provider to be designated as a liaison to the City through which all reporting and communication shall flow; and

WHEREAS, the success or failure of Provider'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 Provider 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 all mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the parties do hereby contract, covenant 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, 2010 through the 30th day of September, 2011, except as otherwise provided for herein.

II. SERVICES

Provider 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 Senior Adult Services 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 Provider 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 Provider as described herein, the City shall pay Provider the sum of Five Thousand and No/100 Dollars (\$5,000.00). Such sum shall be paid on or before January 1, 2011, provided Provider 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 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 Provider has failed at the time of such cancellation and termination to provide all of the services set forth herein, Provider shall refund to the City that portion of funds paid to Provider under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Provider 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 Provider and the City under this Contract shall be discharged and terminated (except as otherwise provided herein) 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 Provider 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, Provider shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Provider shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Provider from the funds provided by the City. The approval of Provider's annual budget creates a fiduciary duty in Provider with respect to the funds provided by the City under this Contract.

The funds paid to Provider 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.

Provider 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, 2010, with the last quarter ending September 30, 2011), Provider shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Provider of the funds paid to Provider under this Contract; and (b) a year-to-date report of the expenditures made by Provider of the funds paid to Provider under this Contract (and if this Contract is terminated prior to its expiration, Provider 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, Provider 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 Provider's fiscal year, Provider shall provide the City with a financial statement signed by the Chairman of Provider's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Provider's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Provider is that of independent contractor, and the City and Provider by the execution of this Contract do not change the independent status of Provider. Provider is an independent contractor, and no term or provision of this Contract or action by Provider in the performance of this Contract is intended nor shall be construed as making Provider 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 Provider performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Provider 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 Provider 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, Provider 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

Provider 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 Provider 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:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Launchability' address:

Cathy Packard
Executive Director
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 Provider 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 Provider

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: _____
Cathy Packard, Executive Director

ATTEST:

ATTEST:

By: _____

(printed name)

By: _____
Lea Dunn, City Secretary

Its: _____

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2010 by and between the Town of Addison, Texas (the "City"), and United Basketball League, Texas ("UBL").

WITNESSETH:

WHEREAS, United Basketball League, Texas is a _____ *[e.g., private, non-profit organization established under the laws of the State of Texas for the purpose of...]* _____; 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, covenant 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, 2010 through the 30th day of September, 2011, 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, 2011, 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) 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, 2010, with the last quarter ending September 30, 2011), 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.

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:

UBL's address:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
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 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: _____
Typed/printed name: _____
Its: _____

ATTEST:

ATTEST:

By: _____
Lea Dunn, City Secretary

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

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2010 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 organization 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, covenant 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, 2010 through the 30th day of September, 2011, 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 2010-2011 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 2010-2011 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 Two Hundred and No/100 Dollars (\$7,200.00). Such sum shall be paid on or before April 9, 2011, 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 any Addison Person, whether directly or indirectly, (the “Claims”), that arise out of, result from, or relate to: (1) the Services as defined 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) 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, 2010, with the last quarter ending September 30, 2011), 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.

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:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Dance Council's address:

Pam Deslorieux
Executive Director
3530 Harry Hines Blvd.
Dallas, Texas 75219

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

ATTEST:

ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____
Typed/printed name: _____
Title: _____

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2010 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, covenant 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, 2010 through the 30th day of September, 2011, 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 2010-2011 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 Forty Thousand and No/100 Dollars (\$240,000.00) "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, 2011. 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. 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 (TOGETHER, "WTT PARTIES").

(b) IN CONSIDERATION OF THE GRANTING OF THIS CONTRACT, WTT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS, OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (EACH AN "INDEMNITEE"), IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH WTT'S PERFORMANCE OF THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, ANY ACT OR OMISSION

OF WTT OR OF ANY OF THE WTT PARTIES), INCLUDING DAMAGES CAUSED BY THE INDEMNITEE'S OWN NEGLIGENCE.

(c) With respect to WTT's indemnity obligation set forth in subsection (b) of this Section, WTT shall have no duty to indemnify an Indemnitee for any Damages caused by the sole negligence of the Indemnitee.

(d) With respect to WTT's duty to defend set forth herein in subsection (b) of this Section, WTT shall have the duty, at its sole cost and expense, through counsel of its choice, to litigate, defend, settle or otherwise attempt to resolve any claim, lawsuit, cause of action, or judgment arising out of or in connection with this Agreement; provided however, that the City shall have the right to approve the selection of counsel by WTT and to reject the WTT's selection of counsel and to select counsel of the City's own choosing, in which instance, WTT shall be obligated to pay reasonable attorney fees and the expenses associated thereto. The City agrees that it will not unreasonably withhold approval of counsel selected by WTT, and further, the City agrees to act reasonably in the selection of counsel of its own choosing.

(e) In the event that WTT fails or refuses to provide a defense to any claim, lawsuit, judgment, or cause of action arising out of or in connection with this Contract, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of WTT, and WTT shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

(f) THE INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATIONS OF WTT 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, 2010, with the last quarter ending September 30, 2011), 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.

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 action under this Contract, 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 Town 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:

Chris Terry
Assistant 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

ATTEST:

ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____
Typed/printed name: _____
Its _____

EXHIBIT "A"
TO
2010-2011 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, 2011) 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 2011 WTT season tickets sold by WTT on or before November 15, 2010, 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.

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2010 by and between the Town of Addison, Texas (the "City"), and the Richardson Symphony Orchestra (the "Orchestra").

WITNESSETH:

WHEREAS, the Orchestra is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing concerts of great music and educational opportunities for adults and children within the Dallas region; and

WHEREAS, the Orchestra'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, music; 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, music, and desires to encourage and promote the arts (including music) 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 Richardson Symphony Orchestra do hereby contract, covenant 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, 2010 through the 30th day of September, 2011, except as otherwise provided for herein.

II. SERVICES

The Orchestra shall provide the following services:

(a) Provide participation in Addison Urbanato: A Kaleidoscope of Art, Music, Culture, and Fun in October 2010, with participation details to be determined with the Town of Addison during the City's 2010-2011 fiscal year.

(b) Provide free chamber music concerts featuring ensembles made up of the principal players in the Richardson Symphony for a variety of businesses and retail locations around the Town;

(c) Continuation of RSO players to perform at multiple times at venues ranging from the Spectrum and Colonnade office buildings to Town Hall to the Crowne Plaza and Marriott Quorum hotels, to Dunn Brothers Coffee House and restaurants such as Chamberlain's and Truluck's;

(d) Performance of the string and brass players from the orchestra in August at Symphonic Saturdays at Esplanade Park;

(e) Provide effective follow-up reporting to the City through quarterly financial and service reports to indicate the numbers served;

(f) Provide an 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 the Orchestra as described herein, the City shall pay the Orchestra the sum of Thirty Thousand and No/100 Dollars (\$30,000.00). Such sum shall be paid on a per service basis with each payment due on or before the performance date for each service, provided Orchestra is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) ORCHESTRA 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 ORCHESTRA 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 RICHARDSON SYMPHONY ORCHESTRA.*** Richardson Symphony Orchestra 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 Richardson

Symphony Orchestra under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Richardson Symphony Orchestra, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Richardson Symphony Orchestra, or any other person or entity for whom Richardson Symphony Orchestra 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.

Richardson Symphony Orchestra shall promptly advise the City in writing of any claim or demand against any Addison Person or Richardson Symphony Orchestra related to or arising out of Richardson Symphony Orchestra' activities under this Contract and shall see to the investigation and defense of such claim or demand at Richardson Symphony Orchestra' 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 Richardson Symphony Orchestra 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 Orchestra has failed at the time of such cancellation and termination to provide all of the services set forth herein, Orchestra shall refund to the City that portion of funds paid to the Orchestra under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Orchestra 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 Orchestra and the City under this Contract shall be discharged and terminated (except as otherwise provided herein) 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, Orchestra shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Orchestra shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Orchestra from the funds provided by the City. The approval of Orchestra's annual budget creates a fiduciary duty in Orchestra with respect to the funds provided by the City under this Contract.

The funds paid to Orchestra 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.

Orchestra 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, 2010, with the last quarter ending September 30, 2011), Orchestra shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Orchestra of the funds paid to Orchestra under this Contract; and (b) a year-to-date report of the expenditures made by Orchestra of the funds paid to Orchestra under this Contract (and if this Contract is terminated prior to its expiration, Orchestra 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, Orchestra 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 Orchestra's fiscal year, Orchestra shall provide the City with a financial statement signed by the Chairman of Orchestra's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Orchestra's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Orchestra is that of independent contractor, and the City and Orchestra by the execution of this Contract do not change the independent status of Orchestra. Orchestra is an independent contractor, and no term or provision of this Contract or action by Orchestra in the performance of this Contract is intended nor shall be construed as making Orchestra 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 Orchestra performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Orchestra 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 Orchestra 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

Orchestra 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 Orchestra's performances, transmissions or broadcasts, and ORCHESTRA, without limiting any other indemnity given by Orchestra 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 ORCHESTRA'S 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, Orchestra 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

Orchestra 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 are 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 Orchestra 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:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Orchestra's address:

George Landis
President/Executive Director
Richardson Symphony Orchestra
2100 North Collins Boulevard, Suite 310
Richardson, TX 75081

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 Orchestra 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 Orchestra.

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

**RICHARDSON SYMPHONY
ORCHESTRA**

By: _____
Ron Whitehead, City Manager

By: _____
George Landis, Executive Director

ATTEST:

ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____

STATE OF TEXAS

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§

CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services ("Contract") is made and entered into as of the 1st day of October, 2010 by and between the Town of Addison, Texas (the "City") and the Second Thought Theatre ("Second Thought Theatre").

WITNESSETH:

WHEREAS, the Second Thought Theatre is a private, non-profit organization established under the laws of the State of Texas for the purpose of producing and presenting theatrical productions for North Texas, including the Town of Addison; and

WHEREAS, the Second Thought Theatre's theatrical productions keep with the highest national standards and enlighten and entertain their audiences at the same time; and

WHEREAS, it is the City's desire to encourage and promote the arts, including theatre and theatrical productions; and

WHEREAS, the City is authorized to expend revenues from its hotel occupancy tax for the encouragement, promotion, improvement, and promote the arts (including theatrical performances) 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 Second Thought Theatre do hereby contract, covenant 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, 2010 through the 30th day of September, 2011, except as otherwise provided for herein.

II. SERVICES

The Second Thought Theatre shall provide the following services to the City:

(a) Presentation and performance of three main stage productions, with participation details to be determined with the Town of Addison during the City's 2010-2011 fiscal year.

(b) Presentation of a Reading Series designed to workshop and develop original works primarily by Texas playwrights.

(c) Participation in WaterTower Theatre's Out of the Loop Festival in March of 2011 and the Festival of Independent Theatres at the Bath House Cultural Center in July 2011.

(d) The inclusion of the Addison logo on any website that is owned, maintained, or controlled by the Second Thought Theatre. The Second Thought Theatre shall contact the City regarding the details of including the Addison logo on the web site.

(e) Provide a banner sign of the City at each second Thought Theatre event which takes place in the City (with a banner sign to be provided by the City).

(f) Work and coordinate with the City's Special Events Department to promote and marked City events, with details regarding the same to be determined by the City, in consultation with Second Thought Theatre, during the City's 2010-2011 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 Second Thought Theatre with the revenues received pursuant to this Contract.

III. COMPENSATION

For the operation and provision of the services, projects and programs of the Second Thought Theatre as described herein, the City shall pay the Second Thought Theatre the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00). Such sum shall be paid on or before January 1, 2011, provided Second Thought Theatre is not then in default of this Contract.

IV. INDEMNIFICATION

(a) SECOND THOUGHT THEATRE 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 SECOND THOUGHT THEATRE 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 SECOND THOUGHT THEATRE.*** Second Thought Theatre 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 defined in Section II of this Contract; (2) representations or warranties by Second Thought Theatre under this Contract; and/or (3) any other act or omission under or in performance of this Contract by Second Thought Theatre, or any owner, officer, director, manager,

employee, agent, representative, consultant, contractor, subcontractor, licensee, invitee, patron, guest, customer, or concessionaire of or for Second Thought Theatre, or any other person or entity for whom Second Thought Theatre 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.

Second Thought Theatre shall promptly advise the City in writing of any claim or demand against any Addison Person or Second Thought Theatre related to or arising out of Second Thought Theatre's activities under this Contract and shall see to the investigation and defense of such claim or demand at Second Thought Theatre'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 Second Thought Theatre 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 Second Thought Theatre has failed at the time of such cancellation and termination to provide all of the services set forth herein, Second Thought Theatre shall refund to the City that portion of funds paid to Second Thought Theatre under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Second Thought Theatre 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 Second Thought Theatre and the City under this Contract shall be discharged and terminated (except as otherwise provided herein) 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, Second Thought Theatre shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Second Thought Theatre shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Second Thought Theatre from the funds provided by the City. The approval of Second Thought Theatre's annual budget creates a fiduciary duty in Second Thought Theatre with respect to the funds provided by the City under this Contract.

The funds paid to Second Thought Theatre 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.

Second Thought Theatre 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, 2010, with the last quarter ending September 30, 2011), Second Thought Theatre shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Second Thought Theatre of the funds paid to Second Thought Theatre under this Contract; and (b) a year-to-date report of the expenditures made by Second Thought Theatre of the funds paid to Second Thought Theatre under this Contract (and if this Contract is terminated prior to its expiration, Second Thought Theatre 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, Second Thought Theatre 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 Second Thought Theatre's fiscal year, Second Thought Theatre shall provide the City with a financial statement signed by the Chairman of Second Thought Theatre's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Second Thought Theatre's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Second Thought Theatre is that of independent contractor, and the City and Second Thought Theatre by the

execution of this Contract do not change the independent status of Second Thought Theatre. The Second Thought Theatre is an independent contractor, and no term or provision of this Contract or action by Second Thought Theatre in the performance of this Contract is intended nor shall be construed as making Second Thought Theatre 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 Second Thought Theatre performs the services which are described in this Contract.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

Second Thought Theatre 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 Second Thought Theatre 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

Second Thought Theatre 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 Second Thought Theatre's performances, transmissions or broadcasts, and Second Thought Theatre, without limiting any other indemnity given by Second Thought Theatre 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 SECOND THOUGHT THEATRE'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, Second Thought Theatre 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

Second Thought Theatre 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 Second Thought Theatre 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:

Chris Terry
Assistant City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Second Thought Theatre's address:

David Leggett
Board President
3532 McKinney Avenue, Box 452
Dallas, Texas 75204

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 Second Thought Theatre 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 Second Thought Theatre.

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

SECOND THOUGHT THEATRE

By: _____
Ron Whitehead, City Manager

By: _____
David Leggett, Board President

ATTEST:

ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____

Typed/printed name: _____

Title: _____

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 2010, and continuing until September 30, 2011, 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 2010-2011 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, 2011, and ending September 30, 2011, 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.

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, 2010, and the last such installment is due and payable on or before October 15, 2011 (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 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 when damages arise out of the sole or co-negligence of an Addison Person or Persons, WTT's liability under this clause

shall be reduced by that portion of the total amount of the damages (excluding defense fees and costs) equal to the Addison Person or Persons' proportionate share of the negligence that caused the loss. Likewise, WTT'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 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 laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; 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 Agreement.

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, 2010 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: _____
Lea Dunn, City Secretary

By: _____

Its: _____

EXHIBIT A

**TO AGREEMENT FOR THE USE OF
THE ADDISON THEATRE CENTRE**

ADDISON THEATRE CENTRE

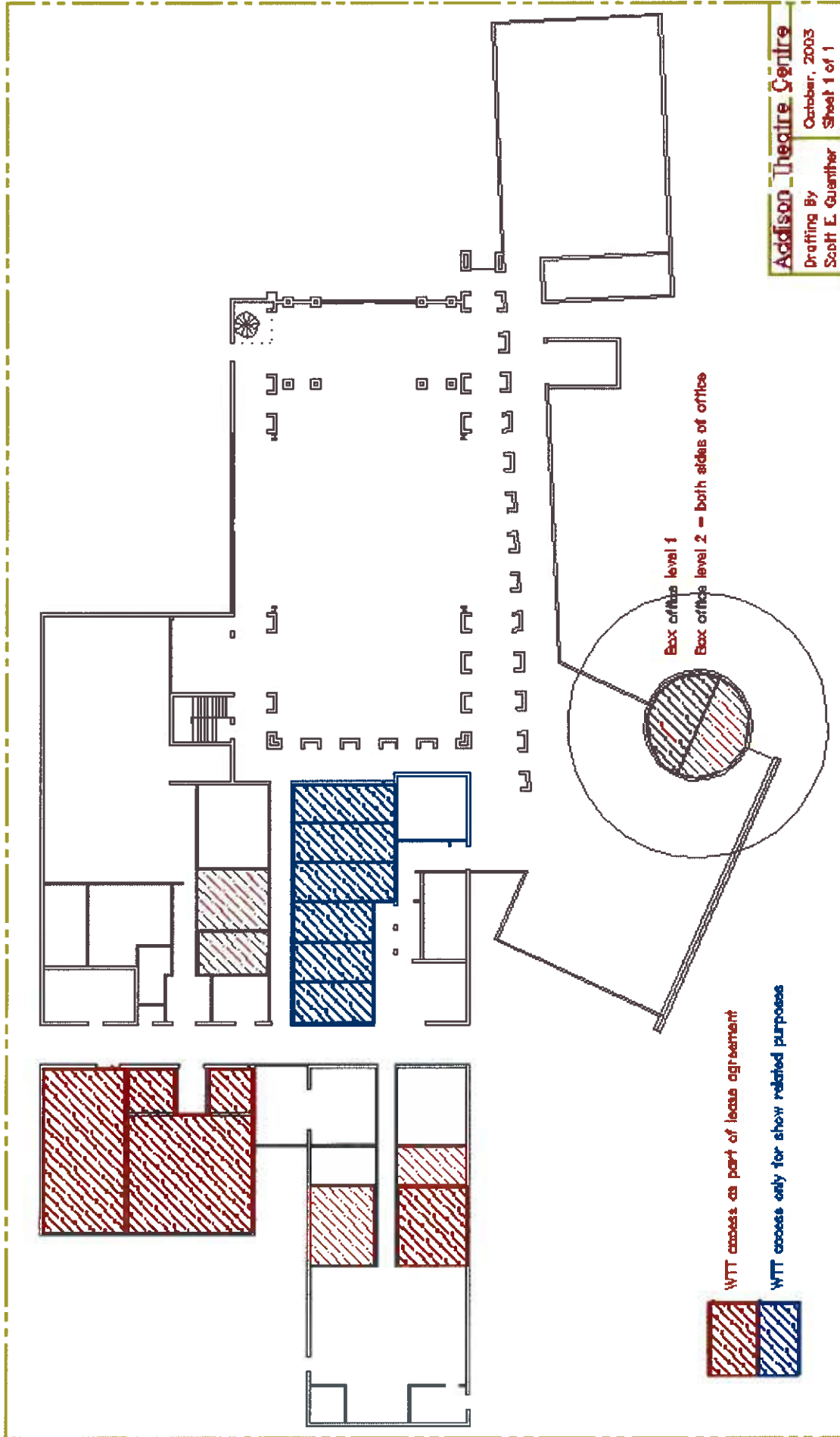


EXHIBIT B

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

EXHIBIT C

**TO AGREEMENT FOR THE USE OF
THE ADDISON THEATRE CENTRE**

August 2010

August 2010							September 2010						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Jul 26 - Aug 1	Jul 26	27	28	29	30	31	Aug 1 MS - Monty Perf
Aug 2 - 8	2	3	4	5	6	7	8
			MS - Monty Performances				
Aug 9 - 15	9	10	11	12	13	14	15
			MS - Monty Performances				MS - Monty Sa
Aug 16 - 22	16	17	18	19	20	21	22
	MS - Possible Strike		MS - Possible Extension				
Aug 23 - 29	23	24	25	26	27	28	29
	MS - Possible Strike						
Aug 30 - Sep 5	30	31	Sep 1	2	3	4	5
	MS - Show #1 Build						

August 2010 - October 2010

September 2010

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2010

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Aug 30 - Sep 5	Aug 30	31	Sep 1	2	3	4	5
			MS - Show #1 Build				
Sep 6 - 12	6	7	8	9	10	11	12
	ST - Show #1 Rehearsal						
Sep 13 - 19	13	14	15	16	17	18	19
	MS - Show #1 Build						MS - Show #1
Sep 20 - 26	20	21	22	23	24	25	26
	MS - Show #1 Tech				MS - Show #1 Previews		MS - Show #1
Sep 27 - Oct 3	27	28	29	30	Oct 1	2	3
	MS - Show #1		MS - Show #1 Run				
Oct 4 - 10	4	5	6	7	8	9	10

October 2010

October 2010

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2010

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Sep 27 - Oct 3	Sep 27	28	29	30	Oct 1	2	3
					MS - Show #1 Run	Lovecraft class	MS - Show #1
Oct 4 - 10	4	5	6	7	8	9	10
			MS - Show #1 Run				LC
Oct 11 - 17	11	12	13	14	15	16	17
			MS - Show #1 Run				LC
Oct 18 - 24	18	19	20	21	22	23	24
	ST - Studio Show Rehearsal			MS - Show #1 Run			
Oct 25 - 31	25	26	27	28	29	30	31
	MS - Possible Strike			ST - Show #2 Rehearsal			ST - Studio Shc
Nov 1 - 7	Nov 1	2	3	4	5	6	7
				MS - Show #1 Possible Extension			

November 2010 - December 2010

November 2010

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2010

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Nov 1 - 7	Nov 1	2	3	4	5	6	7
	MS - Possible Strike			ST - Studio Show			
	ST - Studio Show Tech			MS - Show #1 Possible Extension			
Nov 8 - 14	8	9	10	11	12	13	14
	MS - Possible Strike			ST - Studio Show			
				LCV			
Nov 15 - 21	15	16	17	18	19	20	21
				ST - Studio Show			
				LCV			
Nov 22 - 28	22	23	24	25	26	27	28
	ST - Studio Show Strike						
Nov 29 - Dec 5	29	30	Dec 1	2	3	4	5
Dec 6 - 12	6	7	8	9	10	11	12

November 2010 - January 2011

December 2010

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2011

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Nov 29 - Dec 5	Nov 29	30	Dec 1	2	3	4	5
						2C ✓	
Dec 6 - 12	6	7	8	9	10	11	12
	MS - Show #2 Build					2C ✓	
Dec 13 - 19	13	14	15	16	17	18	19
	ST - Show #2 Rehearsal						
	MS - Show #2 Build					DANCE XPRESS	
Dec 20 - 26	20	21	22	23	24	25	26
	MS - Show #2 Build						ST - Show #2 R
	ST - Show #2 Rehearsal						
Dec 27 - Jan 2	27	28	29	30	31	Jan 1, 11	2
	MS - Show #2 Build						
	ST - Show #2 Rehearsal						
Jan 3 - 9	3	4	5	6	7	8	9

January 2011

January 2011

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						31

February 2011

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Dec 27 - Jan 2	Dec 27	28	29	30	31	Jan 1, 11	2 MS - Show #2
Jan 3 - 9	3	4	5	6	7 MS - Show #2 Tech	8 MS - Show #2 Preview	9
Jan 10 - 16	10 MS - Show #2	11	12	13	14	15	16 MS - Show #2
Jan 17 - 23	17	18	19	20	21	22	23 MS - Show #2
Jan 24 - 30	24	25	26	27	28	29	30 MS - Show #2
Jan 31 - Feb 6	31	Feb 1	2	3	4	5	6

January 2011 - March 2011

February 2011

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2011

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Jan 31 - Feb 6	Jan 31	Feb 1	2	3	4	5	6	
			MS - Show #2					
Feb 7 - 13	7	8	9	10	11	12	13	
	MS - Show #2 Strike							
Feb 14 - 20	14	15	16	17	18	19	20	
	MS - Gala Prep					MS - Gala!		
		ST - Gala Prep				ST - Gala!		
Feb 21 - 27	21	22	23	24	25	26	27	
	MS - Loop Prep							
	SC - Loop Prep							
	ST - Loop Prep							
Feb 28 - Mar 6	28	Mar 1	2	3	4	5	6	
	MS - Loop Prep							
	SC - Loop Prep							
	ST - Loop Prep							
Mar 7 - 13	7	8	9	10	11	12	13	

February 2011 - April 2011

March 2011

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2011

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Feb 28	Mar 1	2	3	4	5	6
Feb 28 - Mar 6		MS - Loop Prep SC - Loop Prep ST - Loop Prep		MS - Loop SC - Loop ST - Loop			
	7	8	9	10	11	12	13
Mar 7 - 13		MS - Loop SC - Loop ST - Loop					
	14	15	16	17	18	19	20
Mar 14 - 20		ST - Show #3 Rehearsal MS - Show #3 Build					
	21	22	23	24	25	26	27
Mar 21 - 27		MS - Show #3 Build ST - Show #3 Rehearsal					MS - Show #3
	28	29	30	31	Apr 1	2	3
Mar 28 - Apr 3		MS - Show #3 Tech					
	4	5	6	7	8	9	10
Apr 4 - 10							

March 2011 - May 2011

April 2011							May 2011						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
					1	2	3						1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mar 28 - Apr 3	Mar 28	29	30	31	Apr 1	2	3
					MS - Show #3 Preview		
Apr 4 - 10	4	5	6	7	8	9	10
	MS - Show #3		MS - Show #3				
Apr 11 - 17	11	12	13	14	15	16	17
			MS - Show #3				
Apr 18 - 24	18	19	20	21	22	23	24
			MS - Show #3				
Apr 25 - May 1	25	26	27	28	29	30	May 1
			MS - Show #3				
May 2 - 8	2	3	4	5	6	7	8

May 2011

May 2011							June 2011						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Apr 25 - May 1	Apr 25	26	27	28	29	30	May 1 MS - Show #3 ✓
	2	MS - Show #3 Strike ✓		5	MS - Show #4 Build		8
May 2 - 8						DANCE XPRESS! ✓	
	9	10	11	12	13	14	15
May 9 - 15	ST - Show #4 Rehearsal ✓						
	MS - Show #4 Build ✓						
May 16 - 22	16	17	18	19	20	21	22
	MS - Show #4 Build ✓						MS - Show #4 ✓
May 23 - 29	ST - Show #4 Rehearsal ✓						
	23	24	25	26	27	28	29
May 30 - Jun 5	MS - Show #4 Tech ✓				MS - Show #4 Previews		
	30	31	Jun 1	2	3	4	5
	MS - Show #4 ✓						

May 2011 - July 2011

June 2011

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2011

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	Mon	Tue	Wed	Thu	Fr	Sat	Sun	
May 30 - Jun 5	May 30	31	Jun 1	2	3	4	5	
			MS - Show #4					
Jun 6 - 12	6	7	8	9	10	11	12	
			MS - Show #4					
Jun 13 - 19	13	14	15	16	17	18	19	
			MS - Show #4					
Jun 20 - 26	20	21	22	23	24	25	26	
			MS - Show #4					
Jun 27 - Jul 3	27	28	29	30	Jul 1	2	3	
	ST - Show #5 Rehearsal							
	MS - Show #4 Strike			MS - Show #5 B				
Jul 4 - 10	4	5	6	7	8	9	10	

July 2011

July 2011

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2011

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	Mon	Tue	Wed	Thu	Fr	Sat	Sun
Jun 27 - Jul 3	Jun 27	28	29	30	Jul 1	2	3
					ST - Show #5 Rehearsal		
Jul 4 - 10	4	5	6	7	8	9	10
	ST - Show #5 Rehearsal			MS - Show #5 Build			
Jul 11 - 17	11	12	13	14	15	16	17
	ST - Show #5 Rehearsal						MS - Show #5
Jul 18 - 24	18	19	20	21	22	23	24
	MS - Show #5 Tech				MS - Show #5 Preview		
Jul 25 - 31	25	26	27	28	29	30	31
	MS - Show #5	MS - Show #5					
Aug 1 - 7	Aug 1	2	3	4	5	6	7

August 2011 - September 2011

August 2011

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2011

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Aug 1 - 7	Aug 1	2	3	4	5	6	7
			MS - Show #5				
Aug 8 - 14	8	9	10	11	12	13	14
			MS - Show #5				
Aug 15 - 21	15	16	17	18	19	20	21
			MS - Show #5				
Aug 22 - 28	22	23	24	25	26	27	28
			MS - Show #5 Possible Extension				
Aug 29 - Sep 4	29	30	31	Sep 1	2	3	4
Sep 5 - 11	5	6	7	8	9	10	11

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

James Office

- 2 pillows

Heidi's Office

- Mirror

Elizabeth's Office

- Black Desk and above desk hutch

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 Second Thought Theatre, 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 Second Thought Theatre intend that the Theatre Centre will provide performance space in the form of the Studio Theatre and Stone Cottage as outlined in the Calendar, 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 Second Thought Theatre desire to enter into an agreement whereby Second Thought Theatre would be a user of the Theatre Centre with scheduling rights as defined in this document;

NOW, THEREFORE, the TOWN and Second Thought Theatre agree as follows:

SECTION 1

PURPOSE; THEATRE CENTRE DEFINED

(a) The purpose of this Agreement is to state the terms and conditions under which Second Thought Theatre 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 Second Thought Theatre.

(c) Second Thought Theatre, 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. Second Thought Theatre 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 Second Thought Theatre 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 and Second Thought Theatre 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 Second Thought Theatre 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, merchandise sales, dressing, 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. Second Thought Theatre 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 Second Thought Theatre to the TOWN and the Town's approval of such updated schedules. The TOWN agrees to provide written confirmation of Second Thought Theatre'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 2010, and continuing until September 30, 2011, unless the term is extended or earlier cancelled, as provided herein.

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

(i) Second Thought Theatre 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) Second Thought Theatre 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 Second Thought Theatre sixty (60) days written notice; or

(iv) Second Thought Theatre fails to comply with any term of the 2010-2011 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.

(v) Second Thought Theatre does not comply with any reasonable request made by the Manager regarding safety, security or other such issue as outlined in the

(c) Second Thought Theatre 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, 2011, and ending September 30, 2011, and for like twelve (12) month periods thereafter upon the express written consent of the TOWN and Second Thought Theatre, given within ninety (90) days prior to October 1st each succeeding year.

SECTION 4

USE AND OCCUPANCY BY SECOND THOUGHT THEATRE

(a) *Office Areas.* During the term of this agreement, Second Thought Theatre shall have no use of any office space at the Theater Centre or in any other building or facility of the TOWN.

(b) *Schedule of Uses.* Attached hereto as Exhibit C are the proposed dates, times, and spaces requested by Second Thought Theatre in connection with shows or events to be produced by Second Thought Theatre during the term of this Agreement. The Manager shall review such dates, times, and spaces and confirm the same, in writing, to Second Thought Theatre. Second Thought Theatre 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 Ticket Sales will be the responsibility of Second Thought Theatre. The Addison Theatre Centre Box Office is not available to Second Thought Theatre. On site ticket sales will take place in the hallway or alcove outside the Studio Theatre at a designated table.*

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 7 parking passes will be issued to Second Thought Theatre allowing access to a 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 Second Thought Theatre will produce events, and, not be presenting events.

(d) *Food and Beverage.* Food and beverages are prohibited within all performance spaces at the Theatre Centre. The sole exception will be during non-performance times when

bottled water with a lid may be brought into the main performance spaces. However, no liquid may be stored or consumed in the vicinity of any electronic equipment.

(e) *Use of Dressing Rooms.* When the Studio Theatre Space is rented, during a non-special event time, dressing rooms 5-6 will be included as part of that rental.

SECTION 5

USE AND OCCUPANCY BY THE TOWN

(a) *Scheduling Other Events.* Other than the dates and times when Second Thought Theatre 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 Second Thought Theatre agree to cooperate and assist the other in scheduling events in the Theatre Centre for dates not scheduled by Second Thought Theatre. However, such efforts by Second Thought Theatre are subject to the express terms of Section 20 of this Agreement, and Second Thought Theatre 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") space by the TOWN will be repaired at the TOWN's expense.

(b) *Concessions.*

(i) Second Thought Theatre may sell concessions only during Second Thought Theatres 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) and Town of Addison rules and regulations. Second Thought Theatre may sell pre packaged foods from their ticket table or other table outside the Studio Theatre space. All food and beverage must be consumed outside the Studio Theatre space.

(ii) The TOWN shall not be liable to Second Thought Theatre, 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 Second Thought Theatres 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 Second Thought Theatre.

SECTION 6

RENTAL

(a) Second Thought Theatre shall pay to the TOWN rent for its use areas as reserved by Second Thought Theatre, according to the schedule of fees set forth in Exhibit B, attached

hereto and made a part hereof. Payments for rent shall be made as invoiced during the months Second Thought Theatre is using the space. The rent paid by Second Thought Theatre may be adjusted from time to time to reflect a cancellation or addition of a show or event by Second Thought Theatre. 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 Second Thought Theatre at least 45 days prior written notice of the change. The TOWN shall invoice Second Thought Theatre for all dates, times and spaces reserved by Second Thought Theatre.

(b) Second Thought Theatre 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.

SECTION 7

USE OF EQUIPMENT

Any damages to or loss of TOWN-owned equipment in the Theatre Centre during the conduct of Second Thought Theatre's performances, or day-to-day use by Second Thought Theatre shall be the responsibility of Second Thought Theatre.

If Second Thought Theatre desires to use and operate TOWN-owned equipment including but not limited to lighting and sound systems, then Second Thought Theatre shall obtain approval on a per-show basis from the TOWN for the use by Second Thought Theatre 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 Second Thought Theatre or replacement of any lost equipment shall be the sole responsibility of Second Thought Theatre and shall be subject to offset against any funding or grant obligations of the TOWN to Second Thought Theatre. The TOWN shall not be responsible for consequential damages resulting from inability to use the equipment. Second Thought Theatre agrees that each person employed by Second Thought Theatre to provide services in the Theatre Centre will be required to conduct himself/herself in a professional manner, and Second Thought Theatre 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 Second Thought Theatre without the manager's approval. No services provided by Town employees may be contracted or committed by Second Thought Theatre without the Manager's written approval.

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. The TOWN shall not be liable to Second Thought Theatre 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 Second Thought Theatre 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 Second Thought Theatre 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, Second Thought Theatre 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, Monday-Saturday. Second Thought Theatre 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 space for playbills and trash left by patrons after every performance. Any services above routine will be billed to Second Thought Theatre 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 Second Thought Theatre, or any of Second Thought Theatre agents, employees, contractors, invitees or patrons.

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

(d) Second Thought Theatre shall store its approved 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) Second Thought Theatre 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 Second Thought Theatre 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 Second Thought Theatre.

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 Second Thought Theatre and placed in the Theatre Centre remains the property of Second Thought Theatre.

(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, Second Thought Theatre shall furnish to the TOWN a listing of all of the personal property of Second Thought Theatre located in the Theatre Centre.

(e) Second Thought Theatre 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

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

SECTION 13

INSURANCE

(a) Second Thought Theatre 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 Second Thought Theatre written notice and 30 days to make the necessary modifications (or such longer period of time as Second Thought Theatre may require to make the necessary modifications, provided Second Thought Theatre 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 Second Thought Theatre.

(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) Second Thought Theatre 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 Second Thought Theatre 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 Second Thought Theatre for loss or damage of property owned by Second Thought Theatre.

SECTION 14

ABATEMENT OF NUISANCES; TOWN SPECIAL EVENTS

Second Thought Theatre shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances caused by Second Thought Theatre, 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 Second Thought Theatre 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. Second Thought Theatre 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 Second Thought Theatre (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 Second Thought Theatre to use and occupy the Theatre Centre, upon prior written approval of the Manager, Second Thought Theatre 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. Second Thought Theatre 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 Second Thought Theatre 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 Second Thought Theatre's vacating or abandonment of the Theatre Centre. If the TOWN directs, Second Thought Theatre shall remove all or any portion of the improvements and Second Thought Theatre's property, on or immediately prior to the termination of Second Thought Theatre's right to possession. The Town may choose to reconfigure the theatre space at any time not reserved by Second Thought Theatre. The Town will return the seating to the previous configuration if requested by Second Thought Theatre.

SECTION 16

ASSUMPTION OF RESPONSIBILITY; INDEMNIFICATION

(a) Second Thought Theatre 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 SECOND THOUGHT THEATRE 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 SECOND THOUGHT THEATRE), 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*** Second Thought Theatre. Second Thought Theatre 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 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 Second Thought Theatre 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 Second Thought Theatre (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 Second Thought Theatre), or any other person or entity for whom Second Thought Theatre is legally responsible, and their respective owners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, and concessionaires (collectively, **"Second Thought Theatre Persons"**), (2) representations or warranties by Second Thought Theatre under this Agreement; and/or (3) any other act or omission under, in performance of, or in connection with this Agreement by Second Thought Theatre or by any of the Second Thought Theatre 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 when damages arise out of the sole or co-negligence of an Addison Person or Persons, Second Thought Theatre's liability under this clause shall be reduced by that portion of the total amount of the damages (excluding defense fees and costs) equal to the Addison Person or Persons' proportionate share of the negligence that caused the loss. Likewise, Second Thought Theatre'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 that caused the loss.

Second Thought Theatre shall promptly advise the TOWN in writing of any claim or demand against any Addison Person or Second Thought Theatre related to or arising out of Second Thought Theatre's activities under this Agreement and shall see to the investigation and

defense of such claim or demand at Second Thought Theatre '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 Second Thought Theatre 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, Second Thought Theatre 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 Second Thought Theatre during the term of this Agreement in a sum equal to the full amount of the construction contract award, with the TOWN and Second Thought Theatre named as joint obligees.

SECTION 18

NON-DISCRIMINATION

During the term of this agreement, Second Thought Theatre 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 Second Thought Theatre 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 Second Thought Theatre fails to correct the violations within 60 days of written notice of the violation by the TOWN.

SECTION 19

AUDITS

Second Thought Theatre 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 Second Thought Theatre'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. Second Thought Theatre 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

Second Thought Theatre 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 Second Thought Theatre 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. Second Thought Theatre 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

Second Thought Theatre's address:

David Leggett
Board President
3532 McKinney Avenue, Box 452
Dallas, Texas 75204

SECTION 22

APPROVALS

(a) Whenever in this Agreement the approval of the TOWN is required for any purpose, Second Thought Theatre 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 Second Thought Theatre 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 Second Thought Theatre of such delegation.

SECTION 23

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the TOWN and Second Thought Theatre 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 laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; 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 Agreement.

SECTION 25

INTELLECTUAL PROPERTY AND COPYRIGHT INDEMNIFICATION

Second Thought Theatre 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 Second Thought Theatre's performances, transmissions or broadcasts, and Second Thought Theatre 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 Second Thought Theatre'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 Second Thought Theatre 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 Second Thought Theatre 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 Second Thought Theatre is prevented by act of God, strike or lockout against the TOWN, Second Thought Theatre 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 Second Thought Theatre 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 Second Thought Theatre 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 Second Thought Theatre 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

Second Thought Theatre 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. Second Thought Theatre 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 Second Thought Theatre 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. Second Thought Theatre 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**

Second Thought Theatre 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, 2010 as approved by the parties hereto.

TOWN OF ADDISON, TEXAS

SECOND THOUGHT THEATRE, INC.

By: _____
Ron Whitehead, City Manager

By: _____
David Leggett, Board President

ATTEST:

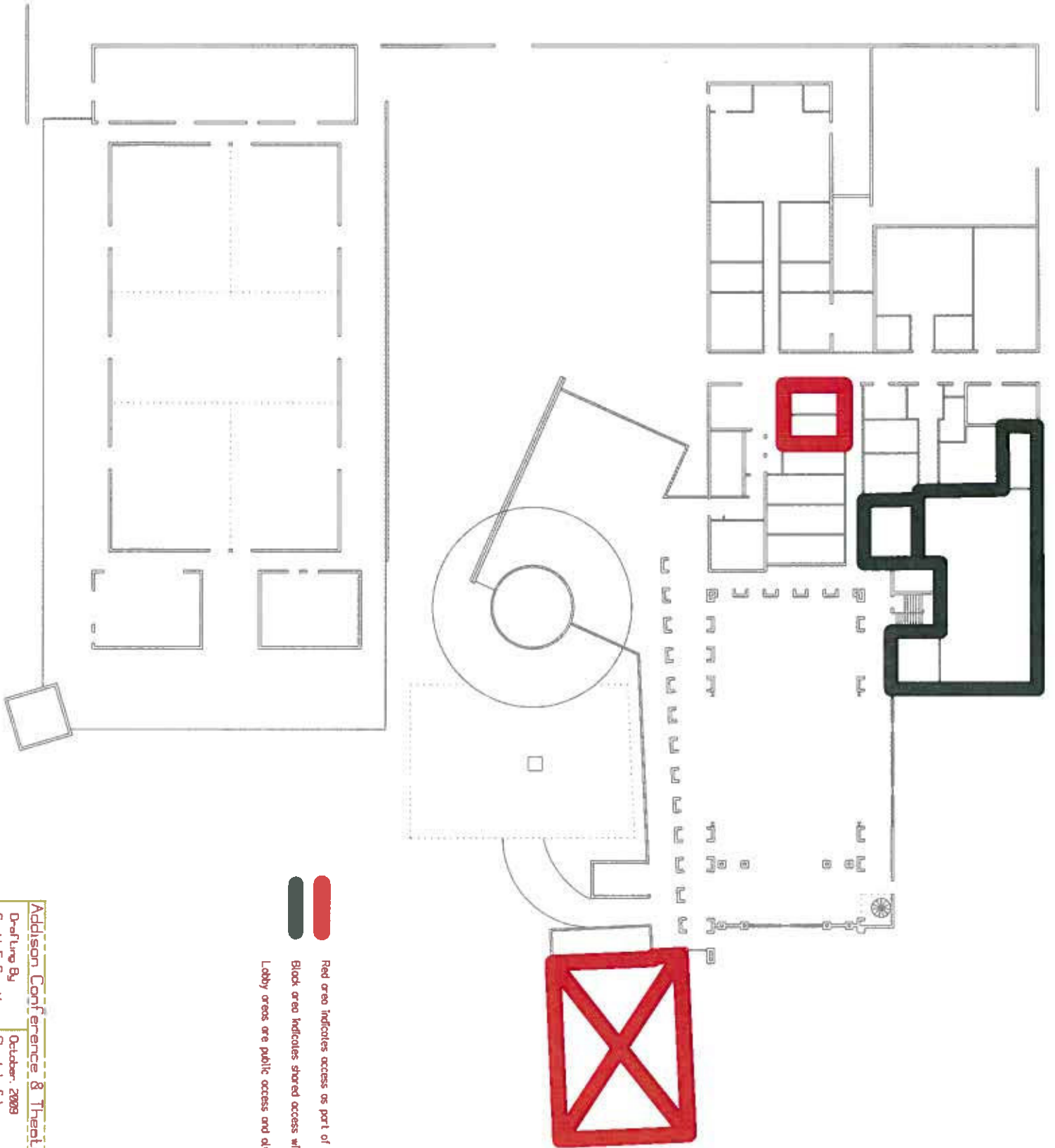
ATTEST:

By: _____
Lea Dunn, City Secretary

By: _____
Title: _____

EXHIBIT A

**TO AGREEMENT FOR THE USE
OF THE ADDISON THEATRE CENTRE**



- Red area indicates access as part of contract
- Black area indicates shared access with WTT
- Lobby areas are public access and always shared

Addison Conference & Theatre Centre
 Drafting By
 Scott E. Gumbhar
 October, 2009
 Sheet 1 of 1

EXHIBIT B

**RATE SHEET FOR
SECOND THOUGHT THEATRE**

(Revised October 1, 2009)

**Theatre rental rates include use of the Studio Theatre, Shared Lobby, Dressing
Rooms 5 and 6 (with rental of the Studio Theatre),
Shared Green Room and Shared Shop.**

REHEARSAL SPACE

Weekdays	\$ 75.00
Weekends	\$100.00

STONE COTTAGE

Weekdays	\$ 75.00
Weekends	\$100.00

EXHIBIT C

**TO AGREEMENT FOR THE USE OF
THE ADDISON THEATRE CENTRE**

January 2011

January 2011							February 2011						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
2	3	4	5	6	7	8	9	10	11	12	13	14	15
16	17	18	19	20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28	29	23	24	25	26	27	28	29
30	31						30	31					

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Dec 26		27	28	29	30	31	Jan 1, 11
2		3	4	5	6	7	8
					Load in Second Thought Show #1		
9		10	11	12	13	14	15
16		17	18	19	20	21	22
23		24	25	26	27	28	29
30		31	Feb 1	2	3	4	5

12/26 - 31 1/2 - 7 1/9 - 14 1/16 - 21 1/23 - 28 1/30 - 2/4

February 2011

February 2011							March 2011						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
6	7	8	9	10	11	12	13	14	15	16	17	18	19
20	21	22	23	24	25	26	27	28	29	30	31		

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jan 30	31	Feb 1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
					Gala		
20	21	22	23	24	25	26	
					Loop Prep WTT		
27	28	Mar 1	2	3	4	5	
	Loop Prep WTT						

Jan 30 - Feb 5

Feb 6 - 12

Feb 13 - 19

Feb 20 - 26

Feb 27 - Mar 5

March 2011

March 2011							April 2011						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb 27	28	Mar 1	2	3	4	5	
Feb 27 - Mar 5			Loop Prep WTT			Out of the Loop Festival	
6	7	8	9	10	11	12	
			Out of the Loop Festival				
13	14	15	16	17	18	19	
Out of the Loop Festi			SL Practice				
Mar 13 - 19							
20	21	22	23	24	25	26	
Mar 20 - 26							
27	28	29	30	31	Apr 1	2	
Mar 27 - Apr 2							

April 2011

April 2011							May 2011						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
3	4	5	6	7	8	9	1	2	3	4	5	6	7
10	11	12	13	14	15	16	8	9	10	11	12	13	14
17	18	19	20	21	22	23	15	16	17	18	19	20	21
24	25	26	27	28	29	30	22	23	24	25	26	27	28

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Mar 27	28	29	30	31	Apr 1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
				Load In Second Thought Show #2		
17	18	19	20	21	22	23
10 out of 12 Second		Tech/Dress Second Thought Show #2		Open Second Thoug	Show Second Thoug	Show Second Thoug
24	25	26	27	28	29	30
	Show Second Thoug			Show Second Thoug	Show Second Thoug	Show Second Thoug

Mar 27 - Apr 2

Apr 3 - 9

Apr 10 - 16

Apr 17 - 23

Apr 24 - 30

May 2011

May 2011

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2011

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 1	2	3	4	5	6	7	
May 1 - 7	Show Second Thoug				Show Second Thoug	Show Second Thoug	Show Second Thoug
May 8 - 14	8	9	10	11	12	13	14
		Strike Second Thoug					
May 15 - 21	15	16	17	18	19	20	21
May 22 - 28	22	23	24	25	26	27	28
May 29 - Jun 4	29	30	31	Jun 1	2	3	4

June 2011

June 2011							July 2011						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
5	6	7	8	9	10	11	12	13	14	15	16	17	18
19	20	21	22	23	24	25	26	27	28	29	30	31	

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 29	30	31	Jun 1	2	3	4	
				Load in Second Thought Show #3			
5	6	7	8	9	10	11	
	10 out 12 Second T1	Tech/Dress Second Thought Show #3		Open Second Thought	Show Second Thought	Show Second Thought	Show Second Thought
12	13	14	15	16	17	18	
	Show Second Thought			Show Second Thought	Show Second Thought	Show Second Thought	Show Second Thought
19	20	21	22	23	24	25	
	Show Second Thought			Show Second Thought	Show Second Thought	Show Second Thought	Show Second Thought
26	27	28	29	30	Jul 1	2	
	Strike Second Thought						

May 29 - Jun 4

Jun 5 - 11

Jun 12 - 18

Jun 19 - 25

Jun 26 - Jul 2

Council Agenda Item: #R 2d

AGENDA CAPTION:

Approval of an agreement for professional services with Waters-Oldani Executive Recruitment of The Waters Consulting Group, Inc. to conduct a recruitment process leading to the hiring of an Economic Development Director for the Town of Addison.

FINANCIAL IMPACT:

Funds are available in the Economic Development Department's FY 2010-11 budget for these services.

Cost:

Professional fee - \$17,500 Additional possible project related expenses not to exceed \$6,500

BACKGROUND:

Following the City Council's goal and prioritization setting process this summer which identified the desire to create an Economic Development Department, the next step is to recruit and hire a leader for those operations. Staff has identified the experienced firm of Waters-Oldani Executive Recruitment of the Waters Consulting Group, Inc. to perform these functions for the Town. Waters-Oldani proposes a targeted approach involving development of a brochure and advertising materials for the position, candidate identification, applicant screening, background and reference checks and assistance in the interview process.

These tasks along with a proposed timeline are detailed in the attached proposal. Mr. Chuck Anderson of Waters-Oldani will be in attendance at the Tuesday, November 9 City Council meeting to present an overview of their proposed process and answer any questions.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

- [Proposal for Services](#)
- [Agreement for Services](#)

Type:

- Backup Material
- Backup Material



WATERS-OLDANI EXECUTIVE RECRUITMENT

A Division of The Waters Consulting Group, Inc.

September 15, 2010

Ms. Lea Dunn
Deputy City Manager
Town of Addison
5300 Belt Line Road
Addison, TX 75001-9010
(Transmitted via email to: ldunn@addisontx.gov)

Re: Proposal – Executive Recruitment for Director of Economic Development

Dear Ms. Dunn:

I appreciate the opportunity to submit our proposal for executive recruitment services for your Director of Economic Development. We are confident that you will be completely satisfied with our comprehensive process and the outcome. We are so confident in our recruitment process and outcome that we offer a triple guarantee of our performance, which is described in detail on page 3 of this proposal.

Our team of recruitment consultants (see bios starting on page 9 of the proposal) has provided executive recruitment services nationwide for over 30 years, principally to public organizations. We have established a reputation for a relentless commitment to high quality with our process and our candidates.

We know that you have options for using other recruitment firms. However, we believe that our approach sets us apart from our competitors in the following important ways:

- Our **Triple Guarantee™** (see page 3);
- Finalists identified within 80 days from initiation of recruitment activities;
- Meticulous development of the candidate profile prior to advertising/marketing (see page 4);
- Rigorous review of candidates' references and background (see page 6);
- Our highly-accessed web site (www.watersconsulting.com) by prospective candidates;
- Our superior nationwide relationships with high-quality candidates for marketing new positions;
- Within 60 days of the reporting date of the selected candidate, our firm will conduct a Team-Building Workshop for your new employee and his/her team. This will be conducted for no additional professional fee, just project-related expenses; and
- Within twelve (12) months following your appointment of the successful candidate, we will administer our 360° Performance Assessment for no additional professional fee, just project-related expenses (see page 3).

The proposal document will provide you the details about our approach, expertise, client references, and pricing for this executive recruitment. Also, if you have any questions, please contact me directly at 817.965.3911 or by email at canderson@watersconsulting.com.

We would consider it a professional privilege to provide these services to the Town of Addison.

Sincerely,

Charles (Chuck) S. Anderson
CEO of Executive Recruitment
A Division of The Waters Consulting Group, Inc.

QUALIFICATIONS

Our understanding of and experience in the public sector coupled with our commitment in developing partnering relationships with our clients are key factors in our long-term success.

PROJECT OVERVIEW

The Town of Addison, Texas, is considering the use of a consulting firm to assist with the executive recruitment for its Director of Economic Development and has requested a proposal describing a work plan and project approach from The Waters Consulting Group, Inc. (WCG). Accordingly, we provide the following information for your consideration.

PROFESSIONAL EXPERTISE MAKES THE DIFFERENCE

Throughout the assignment, the WCG team will serve as technical advisors to your organization to ensure that the recruitment process is conducted in a professional manner. The objective of WCG is to generate high-quality candidates and assist you with the screening and evaluation of these candidates. Due to our extensive professional relationships with hundreds of public sector organizations and prospective candidates nationwide, WCG is positioned to confidently promote your position to prospective candidates as a positive career opportunity.

Since our firm's beginning, we have emerged as a leader in executive recruitment. It is our 30+ years of consulting experience, coupled with our unique approach and personal touch that drives our internal standard for delivering only outstanding services and leading-edge products. In addition, WCG is positioned as one of the largest privately-held executive recruitment firms in the nation with a focus on the public sector. This kind of strength will prove to be valuable for your executive recruitment.

With any consulting assignment, but particularly with an executive recruitment project, reliable and timely communication is fundamental to project success. At key points during the assignment, WCG consultants will communicate by phone, e-mail, or in person, with appropriate leaders from your organization to discuss the progress of the recruitment and to review subsequent steps in the recruitment process. These regular status reports are important to ensure success with the recruitment assignment.

We pride ourselves in the fact that we bring a high level of personal commitment to everything that we do. We get to know our clients – their concerns for success, their strategic goals and their organizational culture. But our intense professional commitment does not stop with our clients. We have candidates who were not selected for positions call to extend compliments and thanks for how they were treated during our recruitments. Many have stated that we provided the best recruitment experience in which they have ever participated.

Client satisfaction is important to all organizations, but to our firm, it is our chief focus. In our business, referrals and recommendations are the keys to success.

ROLE OF YOUR ORGANIZATION'S STAFF

We have a seasoned staff of professionals to deliver quality services with minimal effort required from you.

However, to assist with the project, we ask that your organization designate a Project Manager to serve as WCG's primary contact for the recruitment assignment. Your Project Manager will facilitate such functions as coordinating meeting dates, times, and locations and the review of the draft recruitment brochure and related advertising copy.

TRIPLE GUARANTEE

Our Triple Guarantee is defined as: (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of Finalists, WCG will work to identify a supplemental group until you find a candidate to hire; (2) Your executive recruitment is guaranteed for 24 months against termination for cause. Within the first year, the replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. During the second year, the replacement recruitment is reduced to 50% of the professional fee plus project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. Additional services include a performance appraisal and review after 12 months of service of the appointed candidate, with no professional fee charged to you. If you elect to use this service, the only cost you would incur would be the reimbursement for any project-related expenses; and (3) WCG will not solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

TEAM-BUILDING WORKSHOP

Within 60 days after your new employee reports to work, WCG will develop a customized workshop based on the individual behavioral styles of the management team to strengthen the new leader and his/her team's performance. Your new employee and each member of his/her management team will be asked to complete a questionnaire, utilizing a secure Website. Following a review of the responses to the questionnaire, one of our professional consultants will facilitate a three-hour workshop with the objective of assisting the team members to become a high-performance team. If you elect to use this service, there will be no professional fee charged to you, only project-related expenses.

DESCRIPTION OF KEY TASKS

The following is intended to describe the key tasks associated with our approach to executive recruitment.

TASK I RECRUITMENT BROCHURE DEVELOPMENT AND ADVERTISING

The important first step in the recruitment process involves the development of a comprehensive recruitment brochure with a profile of the ideal candidate, including the required qualifications, professional experience, personal characteristics, and other factors related to success in the position of Director of Economic Development. The recruitment brochure will also have a profile of your community and organization. To prepare the recruitment brochure, the Lead Consultant will come on site to meet with your leadership team to discuss the required background and experiences for the new Director of Economic Development. We will also request organizational charts, budgetary information, operational reports, and other documentation describing the community, organization, current issues, and responsibilities of the position.

The draft recruitment brochure will be presented to you for review and final approval/edits prior to its publication and distribution to prospective candidates.

In order to conduct an open recruitment and to encourage applications from a diverse pool of candidates, WCG will work with you to develop an advertising and marketing strategy to notify potential candidates about the vacancy. WCG will provide you with the advertisements and an advertising schedule to place the ads in appropriate professional publications, websites and local print media as approved by you. Draft ads will be submitted to your organization for approval prior to publication. WCG has a highly-accessed website, www.watersconsulting.com, and targeted e-mail (search@watersconsulting.com). We will use all available resources to communicate directly with prospective candidates. The aggressive advertising and marketing campaign for top talent will include national, state, regional, and local elements as determined during our initial meetings with your organization. Our presence at appropriate public sector conferences will be used to further promote the position.

An effective advertising strategy will help to ensure that we conduct an open recruitment with appeal to a diverse array of candidates. WCG will take all necessary steps to protect against discrimination in the screening and selection process.

TASK II EXECUTION OF RECRUITMENT STRATEGY AND IDENTIFICATION OF QUALITY CANDIDATES

Using the information developed in Task I, WCG will identify individuals who would be outstanding candidates for the position of Director of Economic Development. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on our

professional contacts and relationships. We have also established networks with minority and female leaders throughout the nation and are proud of our record of placement of minority and female candidates. WCG has adopted a corporate policy of equal employment opportunity and will not participate in any recruitment effort where these principles are not followed. In addition, we are charter members of NFBPA and its Business Advisory Committee and the Hispanic Network.

We believe that one of the strengths of the WCG recruitment process is our attention to the candidates during the process. Each candidate submitting a résumé is sent a timely acknowledgement by WCG, giving an approximate schedule for the recruitment. Further communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments, which is also provides a positive reflection on your organization

TASK III

SCREENING OF APPLICANTS AND RECOMMENDATION OF FINALISTS

Our recruiting efforts in Task II identify a significant number of applicants, depending upon the position and the availability of candidates with the requisite experience and skills in the marketplace. Task III is where our Lead Consultant screens the candidates against the criteria within the candidate profile and develops a list of Finalists for recommendation to the client.

As the Lead Consultant screens the applications, the most promising applicants will receive a candidate questionnaire to complete that will provide additional information about the candidates' background and experience. After reviewing the responses to the questionnaire, the Lead Consultant will send selected resumes and questionnaire responses directly to whomever you identify on your staff to assist with the screening process. The Lead Consultant, in consultation with your staff representative, will narrow the list to a group of Semifinalists and Finalists for your review and decision. Typically, four to six Finalists are selected for the on-site interviews. Throughout the process you will have access to our Master Applicant List (MAP) for this position, which will provide pertinent data about each applicant.

TASK IV

CONDUCTING BACKGROUND CHECKS, REFERENCE CHECKS AND ACADEMIC VERIFICATIONS

Once you approve the group of Finalists for on-site interviews, WCG will begin the process to conduct reference checks, background checks and academic verifications. Contact is then made with selected references and others who may know of additional accomplishments and work experiences of the candidates. The purpose of the reference interviews is to allow WCG to complete our understanding of the work experience, professional performance and personal characteristics of the Finalists.

For the background checks, WCG will develop information about the candidates in the following areas:

- Consumer Credit
- County Criminal
- Bankruptcy
- State District Superior Court Criminal

- County Civil Litigation
- Judgment/Tax Lien
- Motor Vehicle
- State District Superior Court Civil Litigation
- Federal District Criminal
- Federal District Civil Litigation

To ensure that our quality standards are maintained, we do require a minimum of ten business days between the time that you select the Finalists for on-site interviews and when we send you candidate documentation for your final interview process.

TASK V
FINAL INTERVIEW PROCESS

Upon completion of Task IV, we will work with you to develop the final interview process. We will also send you documentation on each of the finalists, which will provide the highlights of their professional experience and leadership/management profile, and a summary of the results of the reference checks, background checks and academic verifications. In addition, the report will include guidelines for interviewing the candidates, suggested interview questions, and a rating process for your interview panel(s). Our Lead Consultant will participate in final interviews as either an observer or active panel member at your request and will be available to answer questions and assist you in the final evaluation and selection of the successful candidate. In addition, if you request the service, our Lead Consultant will assist you with the development of a compensation package and related employment considerations, and assist with the negotiations.

EXECUTIVE RECRUITMENT PROJECT TIMELINE

Below is an estimated Timeline for the executive recruitment process. You will be asked by the Lead Consultant during the first on-site meeting to review and approve a Timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you. **However, we commit to you to deliver a group of Finalists for your consideration within 80 days from the date that we commence recruitment activities.**

TOWN OF ADDISON, TEXAS EXECUTIVE RECRUITMENT DIRECTOR OF ECONOMIC DEVELOPMENT PRELIMINARY TIMELINE	
The following Timeline represents a preliminary schedule for this executive recruitment based on a commencement date of November 18, 2010. Actual target dates will be developed in consultation with and approval by the Town of Addison	
Activity	Target Date
<ul style="list-style-type: none"> • The Waters Consulting Group (WCG) Completes On-Site Interviews to Develop Candidate Profile and Recruitment Brochure; Town of Addison (Town) Approves Ad Placement Schedule and Timeline. 	November 18, 2010
<ul style="list-style-type: none"> • WCG Sends Draft Recruitment Brochure to Town. 	December 2, 2010
<ul style="list-style-type: none"> • Town Returns Draft Recruitment Brochure (with edits) to WCG. 	December 10, 2010
<ul style="list-style-type: none"> • WCG Commences Executive Recruitment Advertising and Marketing. 	December 13, 2010
<ul style="list-style-type: none"> • WCG Commences First Formal Review of Applications and Sends Most Promising Applicants a Candidate Questionnaire to Provide Additional Information about Background and Experience. 	January 10, 2010
<ul style="list-style-type: none"> • WCG Reviews Responses to Candidate Questionnaire and Sends Selected Resumes and Questionnaire Responses to the Town for Review. 	January 14, 2010
<ul style="list-style-type: none"> • WCG Recommends Finalists to the Town; Town Selects Finalists for On-Site Interviews. 	January 21, 2010
<ul style="list-style-type: none"> • WCG Completes Reference Checks/Background Checks/Academic Verification for Finalists. 	February 3, 2010
<ul style="list-style-type: none"> • WCG Sends Candidate Books with Documentation for Finalists to the Town. 	February 4, 2010
<ul style="list-style-type: none"> • Town Conducts On-Site Interviews with Finalists. 	Week of February 7, 2010
<ul style="list-style-type: none"> • Town Extends Employment Offer to Finalist. 	Week of February 7, 2010

AN OVERVIEW OF OUR CONSULTING TEAM

WCG places a high priority on meeting the needs of our clients. Therefore, at the outset of the recruitment process, we will tailor our approach to address the issues unique to your organization's working environment. For each recruitment project, we assign a Lead Consultant and a team of support professionals to carry out assignments in an effective and efficient manner. If selected for this recruitment, Chuck Anderson would be assigned as the Lead Consultant. What follows are brief biographical descriptions of the members of our consulting team.

CHARLES (CHUCK) S. ANDERSON-LEAD CONSULTANT
Chief Executive Officer

Charles (Chuck) S. Anderson is the Chief Executive Officer for the Recruitment Division within the Waters Consulting Group (WCG). In this role he also is a senior consultant within the HR Consulting Division for projects related to organizational design and development, strategic planning, and leadership/management development.

Prior to joining the WCG, Chuck worked for local governments and public education, including City Manager for Dallas, Texas; Executive Director for the Dallas Area Rapid Transit (DART); and Executive Director for the Michigan Education Association.

Chuck also served as Director for Local Government Reform for the International City/County Association (ICMA), managing a U.S. government contract for the planning and delivery of technical assistance to local governments in Central and Eastern Europe. His last assignment in this role with ICMA was to recruit and supervise a team of technical consultants to assist in re-building local governments in Bosnia following agreement on the Dayton Accords.

During his service with the Michigan Education Association, Chuck also served as Senior Consultant for Urban Planning and Management for Michigan State University's Institute for Public Policy and Social Research.

Areas of Expertise

- Executive Recruitment
- Leadership/Management Development
- Organizational Design
- Organizational Development

Professional Accomplishments and Education

Chuck received a Bachelor of Arts degree in political science and human resources management and a Masters of Public Administration degree from the University of Kansas. He received the prestigious L.P. Cookingham Award for Development of Young Professionals from the International City/County Management Association (ICMA) and the Minority and Women Advancement Award from the American Public Transit Association (APTA). He was also recognized as Public Administrator of the Year by the American Society of Public Administration (ASPA) and Outstanding Management Innovator (Honorable Mention) by ICMA. Chuck was recognized in 2007 with the Lifetime Achievement Award from his Public Administration Alumni Association at the University of Kansas.

CHUCK ROHRE

Senior Consultant

Chuck Rohre is a Senior Consultant for The Waters Consulting Group, Inc. (WCG). In this role, he is responsible for managing and conducting executive recruitment engagements for the firm to insure their integrity, timeliness and adherence to budget parameters. Chuck has more than 35 years of experience in managing and consulting in both the private and public sectors. He has served as Police Chief and Director of Public Safety for North Texas municipalities with populations ranging from 9,000 to 200,000 plus. Prior to beginning his consulting career, Mr. Rohre served for three years as Police Chief of Plano, Texas.

Chuck joined the firm in January 2006 following a 13-year engagement with another nationally recognized public sector search firm where he managed the Texas and Southwestern operations. He has an extensive and successful track record of completed recruitment across the nation, especially in the Midwestern and Southwestern states. Among others, he has led recruitment processes for City and Assistant City Managers, Police Chiefs, Fire Chiefs, Library Directors, Chief Information Officers, City/County Attorneys, Parks & Recreation Directors, Finance Directors and Public Works Directors. The clients range from as small as 2,500 to as large as 700,000 in population. He has also conducted management-consulting assignments in a number of areas including public safety, career development and strategic planning. He has written and presented training in a variety of subject areas including personnel assessment, leadership and management skills, and career development for public sector employees.

Areas of Expertise

- Executive Recruitment
- Background Investigations
- Assessment Centers
- Career Development
- Law Enforcement Management and Training

Professional Accomplishments and Education

Chuck received his Bachelor's degree in Career Development from the Dallas campus of Abilene Christian University and his Master's degree in Human Relations and Management from the same institution. He has completed advanced management training at the Institute for Law Enforcement Administration and now serves on its adjunct faculty and advisory board. Chuck completed the Federal Bureau of Investigation's prestigious LEEDS course at Quantico, Virginia. He is a veteran of the United States Army, serving in the United States and the Republic of Viet Nam.

ANDREA BATTLE SIMS

Senior Consultant

Andrea Battle Sims has been working in executive search for over six years, managing all phases of the search process for municipal, county, state and non-profit organizations, focusing on the East, Midwest and Mid-Atlantic regions with numerous searches for a number of governmental and non-profit executives including: City and Assistant City Managers, Library Directors, Chief Information Officers, Police Chiefs, City/County Attorneys, Parks & Recreation Directors, Finance Directors and Workforce Development Executive Directors.

Andrea is an experienced professional with over twenty years of prior experience in Information Technology, EDP Audit and Management experience in both the public and private sector. Her local government leadership roles include serving as the IT Director at Cleveland Public Schools with a staff of 50; Deputy Director of IT at Cuyahoga County with a staff of 70. In addition, her county experience includes creating a start-up venture to sell public computer access to the legal community. Ms. Sims has held management positions at AT&T, Progressive Insurance, and National City Bank managing IT projects as well as IT professionals, along with serving as an internal consultant/auditor. She has successfully managed IT professionals through the change process from legacy to client-server technologies including both private and public sector Year 2000 implementations.

Areas of Expertise

- Executive Search
- Recruitment and Retention Training
- Diversity-based Recruitment and Retention
- Information Technology Leadership
- Organizational Assessment
- Strategic Planning and Implementation
- Project Management
- Process Improvement
- Change Management

Professional Accomplishments and Education

Andrea's educational background includes a Bachelor of Arts in Mathematics from Spelman College, Atlanta Georgia and a Master of Science in Operations Research from The Wharton School at the University of Pennsylvania, Philadelphia, Pennsylvania. In addition, her post-graduate education includes numerous executive development seminars and certification from the Leadership Academy at Cleveland State University, the Anderson School at UCLA and the Gartner Group. Andrea's current and past civic involvement includes the Board of Trustees at the American Cancer Society, Cuyahoga Unit; Junior League of Cleveland, along with leadership positions with the Links, Inc., the Spelman Alumnae Association, and Delta Sigma Theta, Inc.

PROFESSIONAL REFERENCES

- ❖ **City of Dunedin, Florida**
P.O. Box 1348
Dunedin, FL 34697-1348
(727) 298-3003
Mr. Rob DiSpirito
City Manager
Project: Selection of Director of Planning & Development and Director of Finance
- ❖ **City of Arlington, Texas**
101 West Abram Street
Arlington, TX 76010
(817) 459-6101
Mr. Jim Holgersson
City Manager
Project: Selection of Director of Community Development and Planning
- ❖ **City of Cedar Park, Texas**
502 Cedar Street
Cedar Hill, TX 75104
(512) 258-4121
Ms. Paulette Owens-Holmes
Human Resources Director
Project: Selection of Director of Economic Development
- ❖ **City of Virginia Beach, Virginia**
2401 Courthouse Drive, Suite 234
Virginia Beach, VA 23456
(757) 427-4242
Mr. Jim Spore
City Manager
Project: Multiple recruitments conducted including the selection of Assistant City Manager / CFO, Information Officer, Director of Workforce Center, Director of Planning and Development, Director of Public Works, Human Resources Director
- ❖ **City of North Port, Florida**
4970 City Hall Blvd
Northport, FL 34286-4100
(941) 429-700
Mr. Danny Schult
Assistant City Manager
Project: Selection of Economic Development Manager
- ❖ **City of Commerce City, Colorado**
7887 E. 60th Avenue
Commerce City, CO 80022
(303) 289-3600
Mr. Jerry Flannery
City Manager
Project: Selection of Director of Planning and Development
- ❖ **North Texas Commission**
8554 Freeport Parkway
Irving, TX 75261-0246
972-621-0400
Mr. Dan Petty
CEO/ President
Project: Selection of CEO/ President
- ❖ **City of Plano, Texas**
(972) 941-7121
Mr. Tom Muehlenbeck
City Manager
Project: Selection of Various Economic Development Positions and Planning Director

A SAMPLING OF EXECUTIVE RECRUITMENTS

CLIENT	RECRUITMENT FOR
• Arlington, Texas	Assistant Director, Planning & Development Services Director, Capital Improvements Planning Director (2) Director of Planning and Development
• Austin, Texas	Community Development Director
• Avondale, Arizona	Director of Planning and Development Director of Development Services
• Baytown, Texas	Director of Planning and Development Services
• Bellevue, Washington	Economic Development Manager Planning Director
• Bellingham, Washington	Planning and Community Development Director Public Development Authority
• Board of City Development (City of Lubbock, Texas)	Executive Director
• Cedar Hill, Texas	Economic Development Director
• College Station, Texas	Director of Planning and Development
• Commerce City, Colorado	Director of Planning and Development Services
• Corpus Christi, Texas	Assistant City Manager, Development Services
• Denton, Texas	Executive Director, Planning & Community Development Director of Planning
• DeSoto Economic Development Corporation, Texas	Executive Director
• Farmers Branch, Texas	Director, Economic Development
• Fort Collins, Colorado	Community Development Director Economic Development Director Planning, Transportation, Development Director
• Fort Worth, Texas	Director of Development Director of Planning & Growth Management
• Garland, Texas	Economic Development Director
• Glendale, Arizona	Deputy City Manager Community Development
• King County/Seattle, Washington (Joint Agency)	Executive Director, Economic Development Council
• Kirkland, Washington	Director, Planning & Community
• Las Vegas, Nevada	Director of Community Planning & Development
• Lewiston, Idaho	Community Development Director
• Los Angeles, California	Deputy Administrator, Economic Development & Community Redevelopment
• Modesto, California	Director of Community Development
• Norfolk, Virginia	Planning Director
• North Port, Florida	Economic Development Director
• Oakland, California	Director, Office of Economic Development & Employment
• Peoria, Arizona	Community Development Director
• Redmond, Washington	Planning Director
• Renton, Washington	Director, Community Development
• Richardson, Texas	Assistant Director of Development Services
• Salina, Kansas	Director of Community Development and Planning

CLIENT	RECRUITMENT FOR
• San Antonio, Texas	Economic Development Director
• San Benito County, California	Planning and Building Director
• San Jose, California	Director of Office of Community Development
• Seattle, Washington	Capital Planning & Development Division Director
• Shelby County, TN	Administrator of Planning Executive Director of Economic Development
• Southlake, Texas	Director of Planning
• Springfield, Oregon	Development Services Director
• Sunnyvale, California	Community Development Director
• Temple, Texas	Director of Planning
• Thornton, Colorado	Community Development Director (2) Economic Development Director
• Virginia Beach, VA	Chief Development Officer Director of Planning
• Weatherford, Texas	Director of Economic Development
• Westminster, Colorado	Planning Manager

PROFESSIONAL FEE

The professional fee to conduct the recruitment is provided below. Expenses are not included in the professional fees and are billed separately as incurred. Project-related expenses are estimated to be and will not exceed \$6,500.00. Project-related expenses include such items as: job posting; consultant travel expenses; background checks/assessments; printing and production of necessary materials such as brochures, profiles and final reports; transportation; telephone fees; shipping and postage, and advertising. Advertising fees on various web sites and classified advertising fees in printed publications will be directly billed to the client by the advertising vendors. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of WCG and are handled directly by the client organization.

The professional fee will be billed in four installments; 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase II; 30% at the implementation of Phase III; and the final 10% upon acceptance of offer by the candidate.

If candidates from this recruitment process are selected for another position within your organization within one year of the close of the recruitment, a fee of 50% of the above mentioned proposal amount will be due to WCG Executive Recruitment.

All questions regarding the professional fees and project-related expenses should be directed to Chuck Anderson, CEO of Executive Recruitment Division at canderson@watersconsulting.com or via phone at 817.965.3911.

PHASE	DESCRIPTION OF PROFESSIONAL SERVICES
Phase I	Task 1 – Candidate Profile Development/Advertising/Marketing – Advertising fees will be direct-billed to the client (includes one day on site by Lead Consultant) Task 2 – Identify Quality Candidates
Phase II	Task 3 – Screening of Applications and Submission of Recommended Finalists to Client. Task 4 – Reference Checks, Background Checks, and Academic Verifications
Phase III	Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Lead Consultant)
Conclusion	Acceptance of offer by candidate
TOTAL PROFESSIONAL FEE	
\$17,500.00*	

OPTIONAL SERVICES FOR CONSIDERATION	FEES
Additional work related to the search process and as specifically requested by the client which is outside of the scope of this project (i.e. additional onsite meetings) is additional. The fixed professional fee for this recruitment anticipates no more than three onsite consulting days with one consultant. However, we would be pleased to provide additional onsite consulting visits for our standard daily rate of \$1500 plus expenses.	\$1500.00 per day plus expenses

* Additional recruitments within twelve months would qualify for the discounted professional fee of \$12,500.00 plus expenses.

AGREEMENT FOR SERVICES

Agreement made this 14th day of September 2010 between the Town of Addison, Texas, hereafter referred to as “the Client”, and The Waters Consulting Group, Inc., hereafter referred to as “WCG”.

RECITALS

The Client has its principal place of business at 16801 Westgrove Drive, Addison, TX. 75001-9010. WCG has its principal place of business at 5050 Quorum Drive, Suite 625, Dallas, Texas 75254. WCG provides services to clients across the nation in the field of wage and salary system development, performance assessment and management, executive recruitment and other related human resource services; therefore, the Client engages the executive recruitment services of WCG; and in consideration of the promises herein contained, both parties agree to the following:

TERM

1. This Agreement shall be for the period necessary for successful completion of the project, commencing on September 28, 2010 and may not be terminated by the Client unless WCG’s services are no longer desired. If the Client terminates, WCG is entitled to any portion of its fee so earned. If any of these provisions apply, the terminating party must provide 30 days written notice to the other party.
-

SCOPE OF PROFESSIONAL SERVICES

2. WCG will provide professional services in the area of an executive recruitment for the position of Director of Economic Development. This Agreement includes WCG’s commitment to provide all elements of the recruitment process, services, and conditions described in our Proposal dated September 14, 2010.
-

PROFESSIONAL FEE AND EXPENSES

3. The professional fee is \$17,500.00 for services with an additional hourly rate for other optional elements, if elected by the Client. Project-related expenses are additional and include, but are not limited to consultant travel, production/distribution of the recruitment brochure and other printing and shipping requirements, long distance telephone fees, background checks, candidate assessments. Project-related expenses are estimated to be and will not exceed \$6,500.00.

Advertising fees on various web sites and classified advertising fees in printed publications will be directly billed to the client by the advertising vendors. The Client will make payments for the project upon receipt of an invoice submitted by WCG. Payment to WCG is expected within 30 calendar days. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, WCG's tax identification number is 75-2272138. Fees will be billed in four installments; 30% of the fee will be billed at the initiation of the contract; 30% at the initiation of Phase I; 30% at the initiation of Phase II; and the final 10% upon acceptance of offer by the candidate.

<i>PHASE</i>	<i>DESCRIPTION OF PROFESSIONAL SERVICES</i>
Phase I	Task 1 – Candidate Profile Development/Advertising/Marketing – Advertising fees will be direct-billed to the client (includes one day on site by Lead Consultant) Task 2 – Identify Quality Candidates
Phase II	Task 3 – Screening of Applications and Submission of Recommended Finalists to Client. Task 4 – Reference Checks, Background Checks, and Academic Verifications
Phase III	Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Lead Consultant)
Conclusion	Acceptance of offer by candidate
TOTAL PROFESSIONAL FEE	
\$17,500.00*	

<i>OPTIONAL SERVICES FOR CONSIDERATION</i>	<i>FEES</i>
Additional work related to the search process and as specifically requested by the client which is outside of the scope of this project (i.e. additional onsite meetings) is additional. The fixed professional fee for this recruitment anticipates no more than three onsite consulting days with one consultant. However, we would be pleased to provide additional onsite consulting visits for our standard daily rate of \$1500 plus expenses.	\$1500.00 per day plus expenses

ADDITIONAL PLACEMENTS

4. If candidates from this recruitment process are selected for another position by the Client, within one year of the close of the recruitment, a fee of 50% of the above mentioned fee amount will be due to WCG.

TRIPLE GUARANTEE

5. (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of Finalists, Waters-Oldani will work to identify a supplemental group until you find a candidate to hire; (2) Your executive recruitment is guaranteed for 24 months against termination for cause. Within the first year, the replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. During the second year, the replacement recruitment is reduced to 50% of the professional fee plus project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. Additional services include a performance appraisal and review after 12 months of service of the appointed candidate, with no professional fee charged to you. If you elect to use this service, the only cost you would incur would be the reimbursement for any project-related expenses; and (3) Waters-Oldani will not solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

DEVOTION OF TIME

6. WCG shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of all project phases.

ENTIRE AGREEMENT

7. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.

AMENDMENT

8. This Agreement may be amended by the mutual agreement of the parties hereto in writing and must be attached to and incorporated into this Agreement.

LEGAL CONSTRUCTION

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

Executed on the day and the year first written in this Agreement.

TOWN OF ADDISON, TEXAS

THE WATERS CONSULTING GROUP, INC.

By: x _____
Name:
Title:

By: x _____
Name: ROLLIE O. WATERS
Title: PRESIDENT

Council Agenda Item: #R 2e

AGENDA CAPTION:

Approval of a marketing sponsorship for \$50,000.00 for the Cavanaugh Flight Museum (CFM) for their 2011 marketing program.

FINANCIAL IMPACT:

This item is fully funded in the Hotel Fund within the City Council's 2010-11 FY budget.

Budgeted Amount: \$50,000

BACKGROUND:

The CFM is requesting \$50,000 from the Town of Addison to support their annual marketing program. Attached is a letter of request along with an attached media plan indicating where the CFM plans to expend their 2011 marketing funds.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

- [Cavanaugh Letter of Request](#)
- [Cavanaugh Advertising Budget](#)

Type:

- Backup Material
- Backup Material



October 8, 2010

Chris Terry
Town of Addison
Deputy City Manager
5300 Belt Line Road
PO Box 9010
Addison, TX 75001-9010

Dear Chris,

Cavanaugh Flight Museum is requesting \$50,000 to help with our marketing efforts for 2011. In 2010, we will have spent approximately \$110,000-120,000 for advertising in various media outlets and special promotions to increase the exposure of the Cavanaugh Flight Museum in Addison, Texas. In 2011, we will continue expanding our marketing efforts to include these following media:

- Dallas Morning News Web Search Engine and Print ads
- Travel Host of Dallas
- Clear Channel - DFW Airport crawl
- CFM Literature; Certified Folder
- Addison and North Dallas Media
- ICAS – International Council of Air Shows- Las Vegas
- AirVenture – Oshkosh WI
- Sun-n-Fun, Lakeland FL
- DFW Folder Display
- Kaboomtown
- Fly Days
- Shuttle
- Oh Media - Hotel information videos
- Make-A-Wish Foundation
- Carter Blood Care
- All advertising for museum events includes Addison logo
- And many other shows around the US, where brochures are distributed.

Cavanaugh Flight Museum has appreciated all your support in the past and any continued support you can provide us in the future. If you need more details or any questions please don't hesitate to call me at 972-380-8800 ext 105.

Blue skies,


Doug Jeanes
Director

Cavanaugh Flight Museum

501(C) 3 Non-Profit Educational Organization - www.cavanaughflightmuseum.com
Addison Airport, 4572 Claire Chennault, Addison, Texas 75001 (972) 380-8800

**Cavanaugh Flight Museum
Advertising/Marketing Budget
Fiscal YR 2011**

	2011 Projection	Frequency
Dallas Morning News		
Web Search Engine and Print ads	30,000	daily
Travel Host of Dallas	6,000	monthly
Clear Channel - DFW Airport crawl	9,000	daily
CFM Literature	25,000	daily
Addison and North Dallas Media	8,000	monthly
ICAS – International Council of Air Shows- Las Vegas	2,000	annual
AirVenture – Oshkosh WI	12,000	annual
Sun-n-Fun, Lakeland FL	15,000	annual
DFW Folder Display	7,000	daily
Kaboomtown	10,000	annual
Fly Days	2,500	annual
Shuttle	3,000	daily
Plane Cameras	1,500	daily
Oh Media - Hotel info board	3,000	daily
Make A Wish	1,600	annual
Carter Blood Care	3,500	annual
Total Budget	139,100	

Council Agenda Item: #R3

AGENDA CAPTION:

Presentation, discussion and consideration of approval of appointment of members to the Board of Zoning Adjustment.

FINANCIAL IMPACT:

NA

BACKGROUND:

Mayor Chow, Council member Lay, and Council member Resnik have open appointments.

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R4

AGENDA CAPTION:

Presentation and discussion regarding setting up a Marketing Committee.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R5

AGENDA CAPTION:

Presentation, discussion and approval of a second amendment to the Master Facilities Agreement between the Town of Addison, UDR, Inc. and various property owners regarding public infrastructure improvements in the Vitruvian Park area.

FINANCIAL IMPACT:

N/A

BACKGROUND:

In March 2008 the Town of Addison and UDR, Inc. entered into a Master Facilities agreement that detailed the proposed public infrastructure improvements related to the redevelopment of the property located in the Brookhaven Club area and the construction phasing and cost allocation of the proposed improvements. At the time of the execution of that agreement, the cost allocation for the various public infrastructure improvements were based on a proposed phasing schedule and conceptual plans.

The proposed second amendment to the Master Facilities agreement provides for the reallocation of funds from Funding 1, Phases 1B and 1E, to Phase 1C (the park construction). Per the Master Facilities agreement, the Town's total funding commitment for Funding 1 still remains at \$23,290,007.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner, Maintain Diversified Residential Housing Opportunities, Provide Quality Leisure Opportunities, Work to instill a "Sense of Community" in Addison's residents, Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life

ATTACHMENTS:

Description:

- [Master Facilities AgreementSecond Amendment](#)
- [Revised exhibit C-1](#)
- [Revised exhibit D](#)

Type:

- Cover Memo
- Cover Memo
- Cover Memo

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**SECOND AMENDMENT
TO MASTER FACILITIES AGREEMENT**

This Section Amendment to Master Facilities Agreement (this “Second Amendment”) is entered into and made effective November __, 2010 (the “Effective Date”), by and between the **TOWN OF ADDISON, TEXAS**, (“the City”), a Texas home rule municipality; **UDR, INC.**, a Delaware corporation (“UDR”); and **DCO BROOKS APARTMENTS LP, DCO GREENBROOK APARTMENTS LP, DCO TALISKER LP, DCO GARDEN OAKS LP, DCO GLENWOOD APARTMENTS LP, DCO CLIPPER POINTE LP, DCO SPRINGHAVEN LP, DCO ADDISON AT BROOKHAVEN LP, and DCO GREENHAVEN LP** (each being a Delaware limited partnership), and **DCO SAVOYE LLC and DCO SAVOYE 2, LLC** (each being a Delaware limited liability company) (collectively the “Property Owners”) (the City, UDR and the Property owners are herein sometimes referred to together as the “Parties”).

Recitals:

WHEREAS, the City, UDR, and the Property Owners previously entered into that certain agreement entitled Master Facilities Agreement and dated March 11, 2008, as amended by (i) that certain Modification to Master Facilities Agreement dated August 28, 2009, (ii) that certain First Amendment to Master Facilities Agreement entered into and made effective February 10, 2010 (“First Amendment”), and (iii) that certain Second Modification to Master Facilities Agreement dated August __, 2010 (“Master Facilities Agreement”; capitalized terms used and not defined herein are used with the meanings set forth in the Master Facilities Agreement) in connection with redevelopment of the Property located in the City; and

WHEREAS, collectively the Property Owners are the sole owners of the Property, and their respective ownership interests in and to the Property, and the relationship between the Property Owners, is as set forth in the Master Facilities Agreement; and

WHEREAS, the Master Facilities Agreement provides for the design and construction of certain public infrastructure improvements in connection with a phased development of the Property and for funding by the City to defray a portion of the cost to design and construct those improvements, and further provides that such funding is to be in two parts, described and defined as Funding No. 1 and Funding No. 2 (and so called herein), and the amounts of each of Funding No. 1 and Funding No. 2 are allocated by the Master Facilities Agreement (including by Exhibits “C-1,” “C-2” and D thereof) according to the various phases of development and to type of public infrastructure improvement; and

WHEREAS, as to Funding No. 1, the Master Facilities Agreement provides that the proceeds therefrom are to be used to defray the costs of the design and construction of certain public infrastructure improvements in connection with the first two phases of the development, Phase I (or Phase 1, being divided into sub-phases identified as Phases 1A, 1B, 1C, 1D and 1E)

and Phase II (or Phase 2), with the maximum funding from Funding No. 1 for Phase 1 and Phase 2 being set forth in Exhibit “C-1” and in Exhibit “D” to the Master Facilities Agreement; and

WHEREAS, Exhibit “C-1” and Exhibit “D” were each modified and amended by the First Amendment, and the Parties desire by this Second Amendment to further amend and modify Exhibit “C-1” and Exhibit “D” to reallocate funding from Funding No. 1 as shown in the revised Exhibit “C-1” and Exhibit “D” attached to this Second Amendment as Attachment 1.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, and other good and valuable consideration, the City, UDR and the Property Owners do hereby contract and agree as follows:

Section 1. Incorporation of Recitals. The above and foregoing Recitals to this Second Amendment are true and correct and are incorporated into this First Amendment and made a part hereof for all purposes.

Section 2. Amendments and Modifications. The Master Facilities Agreement is amended and modified as follows:

Exhibit “C-1” and Exhibit “D” to the Master Facilities Agreement are amended and modified so that they shall read as set forth in the Exhibit C-1 and Exhibit D which are each attached to this Second First Amendment as a part of Attachment 1 and incorporated herein for all purposes.

Section 3. No Other Amendments. Except for the amendments, modifications and revisions to the Master Facilities Agreement stated herein, including, without limitation, in Section 2 hereof, all other terms, provisions and representations of the Master Facilities Agreement shall remain unchanged and in full force and effect.

Section 4. Counterparts. This First Amendment may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Section 5. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and is not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 6. Authority to Execute. The individuals executing this Second Amendment on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Second Amendment to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Second Amendment in order for the same to be an authorized agreement of the party for whom the individual is signing this Second Amendment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

By: _____
Ron Whitehead, City Manager

ATTEST:

By: _____
Lea Dunn, City Secretary

UDR, INC., a Delaware corporation

By: _____
Mark M. Culwell
Senior Vice President - Development

DCO BROOKS APARTMENTS LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Mark M. Culwell
Authorized Agent

DCO GREENBROOK APARTMENTS LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Mark M. Culwell
Authorized Agent

DCO TALISKER LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Mark M. Culwell
Authorized Agent

DCO GARDEN OAKS LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Mark M. Culwell
Authorized Agent

DCO GLENWOOD APARTMENTS LP,
a Delaware limited partnership
By: DCO Glenwood Apartments GP
LLC, its General Partner

By: DCO Realty, Inc., its Sole
Member

By: _____
Mark M. Culwell
Authorized Agent

DCO CLIPPER POINTE LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Mark M. Culwell
Authorized Agent

DCO SPRINGHAVEN LP,
a Delaware limited partnership

By: DCO Realty, Inc., its General
Partner

By: _____
Mark M. Culwell
Authorized Agent

DCO ADDISON AT BROOKHAVEN LP,
a Delaware limited partnership

By: DCO Realty, Inc., its General Partner

By: _____
Mark M. Culwell
Authorized Agent

DCO GREENHAVEN LP,
a Delaware limited partnership

By: DCO Realty, Inc., its General
Partner

By: _____
Mark M. Culwell
Authorized Agent

DCO SAVOYE LLC,
a Delaware limited liability company

By: DCO Realty, Inc., its Sole Member

By: _____
Mark M. Culwell
Authorized Agent

DCO SAVOYE 2 LLC,
a Delaware limited liability company

By: DCO Realty, Inc., its Sole Member

By: _____
Mark M. Culwell
Authorized Agent

*[Rest of Page Intentionally Left Blank;
Acknowledgments Included on Following Pages]*

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2010 by Ron Whitehead, City Manager of the **Town of Addison**, Texas, a Texas municipal corporation, on behalf of the said municipal corporation.

[SEAL]

By: _____
 NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2010 by Mark M. Culwell, Senior Vice President - Development of **UDR, Inc.**, a Maryland corporation, on behalf of the said corporation.

[SEAL]

By: _____
 NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO BROOKS APARTMENTS LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
 NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO GREENBROOK APARTMENTS LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO TALISKER LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO GARDEN OAKS LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, Sole Member of DCO Glenwood Apartments GP LLC, a Delaware limited liability company, General Partner of **DCO GLENWOOD APARTMENTS LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____

NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO CLIPPER POINTE LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____

NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO SPRINGHAVEN LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____

NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO ADDISON AT BROOKHAVEN LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, General Partner of **DCO GREENHAVEN LP**, a Delaware limited partnership, on behalf of the said limited partnership.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, Sole Member of **DCO SAVOYE LLC**, a Delaware limited liability company, on behalf of the said limited liability company.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2010 by Mark M. Culwell, authorized agent of DCO Realty, Inc., a Delaware corporation, Sole Member of **DCO SAVOYE 2 LLC**, a Delaware limited liability company, on behalf of the said limited liability company.

[SEAL]

By: _____
NOTARY PUBLIC, State of Texas

My commission expires: _____

ATTACHMENT 1

[attach revised Exhibit C-1 and Exhibit D]



SCALE: 1"=250'

Infrastructure Improvements

Phase 1A	\$ 428,228
Phase 1B	\$ 6,923,837
Phase 1C	\$ 9,531,404
Phase 1D	\$ 3,630,056
Phase 1E	\$ 1,301,699
Phase 2	\$ 1,474,783

TOTAL FUNDING \$23,290,007

- Phase 1A - Wastewater Improvements in Farmers Branch Creek
- Phase 1B - Paving, Drainage & Utility Improvements for Vitruvian Way
- Phase 1C - Park & Streetscape Improvements
- Phase 1D - Bridge Improvements
- Phase 1E - Vitruvian Way Realignment at Intersection of Spring Valley Road
- Phase 2 - Bella Lane from Vitruvian Way to Bridge

Phase 101:
392 Residential Units
16,000 sq ft Retail
\$67,750,000 Private Investment
Estimated Delivery January 2010

Phase 102:
352 Residential Units
10,500 sq ft Retail
17,600 sq ft Office
\$68,000,000 Private Investment
Estimated Delivery March 2012

Phase 201 (Based on 5-story Design):
422 Residential Units
\$70,000,000 Private Investment
Estimated Delivery June 2013

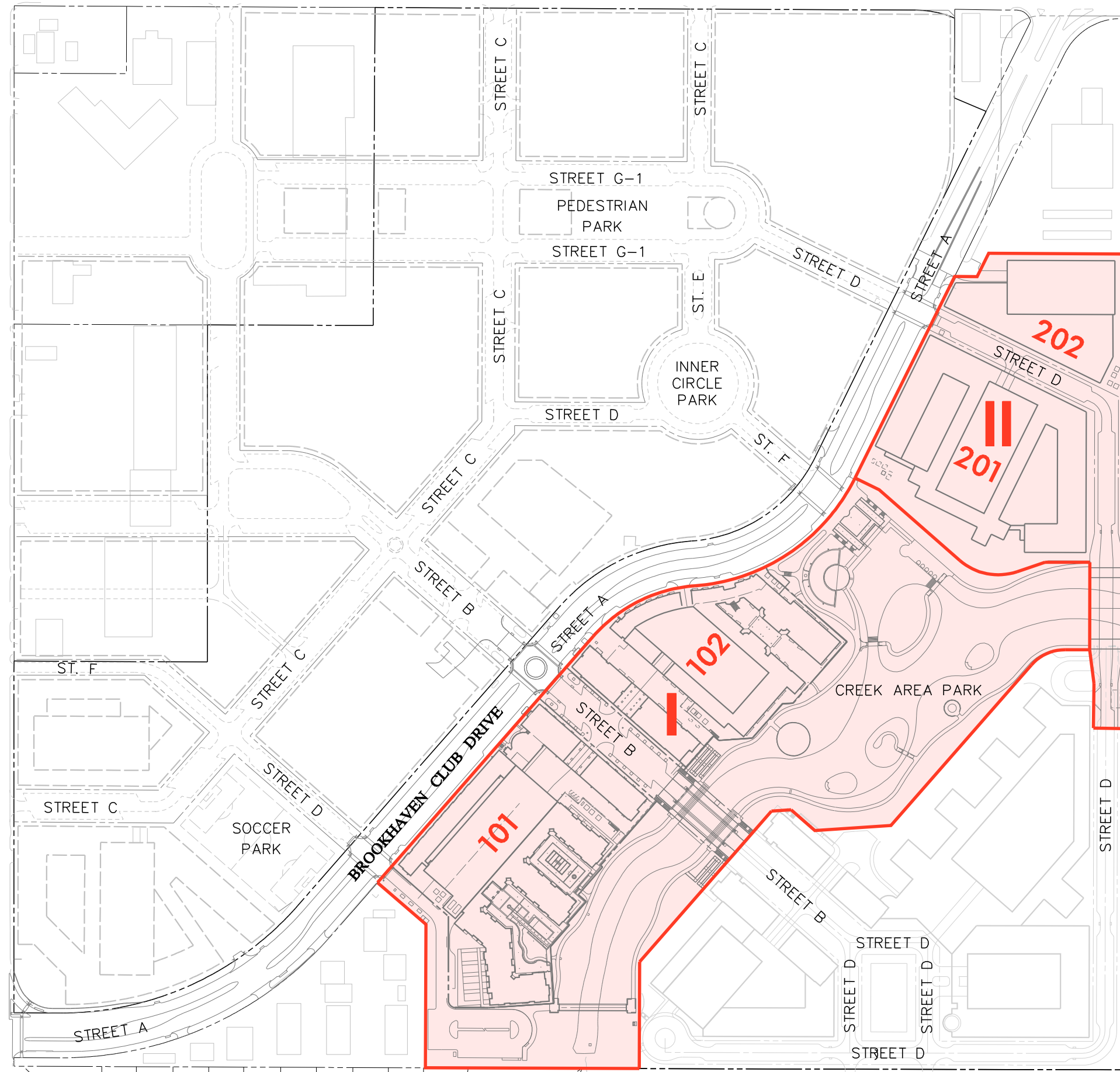
Phase 202: TBD
Total Private Development:
1166 Residential Units
26,500 sq ft Retail
17,600 sq ft Office
\$205,750,000 Private Investment

* Private Development Figures and Timing are Current Estimates and are Subject to Change Based on Design Refinement and/or Market Influence.

**REVISED
EXHIBIT "C-1"
FUNDING NO. 1**

11/03/10

MARSH LANE



Icon Consulting Engineers, Inc.
 250 W. Southlake Boulevard, Suite 117
 Southlake, Texas 76092
 (817) 552-6210

Statement of Probable Cost
 Project: Brookhaven
Summary of Improvements

Project No: 5019-01
 Date: Rev. 11/03/2010
 Prepared By: Bruce F. Dunne

SUMMARY OF IMPROVEMENTS	PROJECTED COST
<u>Funding # 1</u>	
Phase 1A	\$428,228
Phase 1B	\$6,923,837
Phase 1C	\$9,531,404
Phase 1D	\$3,630,056
Phase 1E	\$1,301,699
Phase 2	\$1,474,783
Total Funding # 1	\$23,290,007
<u>Funding # 2</u>	
WATER IMPROVEMENTS	\$1,226,702
WASTEWATER IMPROVEMENTS	\$464,221
DRAINAGE IMPROVEMENTS	\$733,670
STREET TYPE "B" IMPROVEMENTS	\$5,064,134
STREET TYPE "C" IMPROVEMENTS	\$7,243,466
STREET TYPE "D" IMPROVEMENTS	\$158,658
STREET TYPE "E" IMPROVEMENTS	\$1,137,171
ANCILLARY PARK IMPROVEMENTS	\$561,307
Total Funding # 2	\$16,589,329
TOTAL SUMMARY OF IMPROVEMENTS	\$39,879,336

Phase 1A - Wastewater Improvements in Farmers Branch Creek
 Phase 1B - Paving, Drainage & Utility Improvements for Vitruvian Way
 Phase 1C - Park & Streetscape Improvements
 Phase 1D - Bridge Improvements
 Phase 1E - Vitruvian Way Realignment at Intersection of Spring Valley Road
 Phase 2 - Bella Lane from Vitruvian Way to Bridge

Council Agenda Item: #R6

AGENDA CAPTION:

Presentation, discussion and consideration of approval to authorize the City Manager to execute Change Order No. 4 with North Texas Contracting, Inc., in the amount of \$217,812.30 and an extension of thirty-five (35) calendar days for the construction of certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

FINANCIAL IMPACT:

Funding established by Certificates of Obligation for Vitruvian Park (From the \$9,531,404 Allocated for Phase 1C by the Master Facilities Agreement, Revised Exhibit "C1"). The unfunded portion of \$62,686.24 will be funded by UDR, Inc. in accordance with the Master Facilities Agreement. The project manager is Tom Forrest.

BACKGROUND:

This change order includes several items needed for continuing construction of the creek area park. It includes the electrical design coordination with the bridge construction contract, overages in pier quantities, and many other items deemed warranted since the inception of construction.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

[Change Order #4](#)

[Cost Analysis](#)

Type:

Exhibit

Exhibit

CHANGE ORDER NO. 4

Vitruvian Park

PUBLIC INFRASTRUCTURE – PHASE 1C PARK & STREETScape IMPROVEMENTS

Associated with
VITRUVIAN PARK

October 19, 2010

1. **INTENT OF CHANGE ORDER:** The intent of this change order is to modify the provisions of the contract entered into by the Town of Addison, Texas and North Texas Contracting, Inc. for Public Infrastructure Improvements (Phase 1C) to serve Vitruvian Park, dated February 12, 2010.

2. **DESCRIPTION OF CHANGES:** This change order defines revisions to the scope of work that the Contractor shall make and the associated changes to the respective bid items:

<u>Affected</u> <u>Pay Item</u>	<u>Description of Revision</u>	<u>Unit</u>	<u>Quantity</u>	<u>Revised</u> <u>Quantity</u>	<u>Unit</u> <u>Change</u>	<u>Unit</u> <u>Cost</u>	<u>Cost</u> <u>Change</u>
6	Furnish and Install Silt Fence Barrier	L.F.	3,227	4,081	854	\$2.00	\$1,708.00
38	6" Reinf. Concrete Park Path Pavement	S.Y.	3,631	3,734	103	\$50.00	\$5,150.00
40	6" Reinf. Concrete Pavement at Grotto	S.Y.	567	620	53	\$55.00	\$2,915.00
41	4" Reinf. Concrete Pavement (Misc.)	S.Y.	120	172	52	\$55.00	\$2,860.00
42	Conc. Lake Edge Wall w/ Cap (3' AFG)	L.F.	0	282	282	\$150.00	\$42,300.00
53	Connect Proposed Tree Drain to S.D.	EA.	7	3	-4	\$200.00	-(\$800.00)
57	Furnish & Install 36" RCP Storm Drain	L.F.	71	0	-71	\$100.00	-(\$7,100.00)
58	Furnish & Install 30" RCP Storm Drain	L.F.	63	133	70	\$90.00	\$6,300.00
66	Furnish & Construct 36" RCP Headwall	EA.	1	0	-1	\$3,000.00	-(\$3,000.00)
67	Furnish & Construct 30" RCP Headwall	EA.	1	2	1	\$2,000.00	\$2,000.00
94	Furnish & Install 1 1/2" Water Meter	EA.	4	0	-4	\$1,500.00	-(\$6,000.00)
112	Furnish & Install Irrigation Conduits	L.F.	697	853	156	\$13.00	\$2,028.00
114	Furnish & Install 3/4" Sch. 40 Conduits	L.F.	3,570	5,662	2,092	\$2.50	\$5,230.00
115	Furnish & Install 1" Sch. 40 Conduits	L.F.	2,650	2,723	73	\$2.75	\$200.75
116	Furnish & Install 1 1/4" Sch. 40 Conduits	L.F.	2,740	3,181	441	\$3.00	\$1,323.00
117	Furnish & Install 2" Sch. 40 Conduits	L.F.	2,490	2,750	260	\$3.50	\$910.00
122	F & I Elec. Conductor (No. 0) XHHW-2	L.F.	3,660	0	-3,660	\$2.00	-(\$7,320.00)
123	F & I Elec. Conductor (No. 2) XHHW-2	L.F.	10,240	12,272	2,032	\$1.70	\$3,454.40
124	F & I Elec. Conductor (No. 4) XHHW-2	L.F.	2,140	2,770	630	\$1.10	\$693.00

<u>Affected</u> <u>Pay Item</u>	<u>Description of Revision</u>	<u>Unit</u>	<u>Quantity</u>	<u>Revised</u> <u>Quantity</u>	<u>Unit</u> <u>Change</u>	<u>Unit</u> <u>Cost</u>	<u>Cost</u> <u>Change</u>
125	F & I Elec. Conductor (No. 6) XHHW-2	L.F.	8,500	9,219	719	\$0.90	\$647.10
126	F & I Elec. Conductor (No. 8) XHHW-2	L.F.	4,290	4,060	-230	\$1.00	-\$230.00
127	F & I Elec. Conductor (No. 10) XHHW-2	L.F.	10,910	9,497	-1,413	\$1.00	-\$1,413.00
128	F & I Elec. Conductor (No. 12) XHHW-2	L.F.	6,620	8,319	1,699	\$1.00	\$1,699.00
132	Furnish & Install Ground Box Type "A"	EA.	18	23	5	\$500.00	\$2,500.00
143	Furnish & Install Light Fixture SC	EA.	32	0	-32	\$700.00	-\$22,400.00
144	Furnish & Install Light Fixture SE	L.F.	560	0	-560	\$15.00	-\$8,400.00
146	F & I Light Fixture Transformer SE-T	EA.	8	4	-4	\$545.00	-\$2,180.00
169	F & I 200 Amp Fused Disconnect	EA.	4	2	-2	\$1,000.00	-\$2,000.00
321	For 12" Diameter Pier Casing	V.F.	250	2,004	1,754	\$40.00	\$70,160.00
329	For 12" Dia. Drilled Shaft Pier w/ Casing	V.F.	1,420	1,856	436	\$50.00	\$21,800.00
332	For 12" Diameter Drilled Shaft Piers	V.F.	380	459	79	\$28.00	\$2,212.00
333	For 24" Diameter Drilled Shaft Piers	V.F.	60	69	9	\$100.00	\$900.00
CO1-2	Soil Nail – Class C Fascia Wall w/ Cap	L.F.	3,875	3,593	-282	\$173.50	-\$48,927.00
CO1-5	Furnish & Install Light Fixture SA1	EA.	21	18	-3	\$4,171.00	-\$12,513.00
CO1-7	Furnish & Install Light Fixture SA3	EA.	10	9	-1	\$3,871.00	-\$3,871.00
CO1-8	Furnish & Install Light Fixture SA4	EA.	11	9	-2	\$5,371.00	-\$10,742.00
CO1-20	For 12" Diameter Drilled Shaft Piers	V.F.	4,275	4,725	450	\$29.21	\$13,144.50
CO2-16	Furnish & Install 10" Water Pipe	L.F.	231	181	-50	\$60.00	-\$3,000.00
CO2-19	Install 10" Water in Exist. Bridge Casing	L.F.	167	200	33	\$20.00	\$660.00
CO2-27	Install Street Light Pole & Fixture, Ty. 2	EA.	6	10	4	\$4,000.00	\$16,000.00
CO2-28	Concrete Drilled Shaft Foundation, Ty. 2	EA.	6	10	4	\$600.00	\$2,400.00
CO2-29	1 1/4" Sch. 80 PVC w/ 2#6 and 1#10 Wires	L.F.	192	402	210	\$7.00	\$1,470.00
CO2-30	Install 1 1/4" Schedule 80 PVC Conduit	L.F.	105	125	20	\$4.00	\$80.00
CO2-32	PEDOC 1P18-C-HTG Pedestal w/ Base	EA.	2	4	2	\$492.00	\$984.00
CO2-33	Duplex 20A GFCI Receptacle – Hubbell	EA.	2	12	10	\$126.00	\$1,260.00
CO2-34	Connect to Ex. Bridge Street Light Wirin	EA.	4	12	8	\$1,050.00	\$8,400.00
CO2-35	Connect to Existing 2" & 1 1/4" Conduits	EA.	8	16	8	\$308.00	\$2,464.00
CO2-45	Remove Exist. Concrete Channel Bottom	S.Y.	1,989	3,151	1,162	\$12.00	\$13,944.00
CO3-22	4T4 Duct Bank Structure per AT&T	L.F.	274	221	-53	\$45.00	-\$2,385.00
CO3-24	(4) 4" Telecom Conduits in Exist. Casing	L.F.	147	200	53	\$22.00	\$1,166.00
CO4-1	Connect to Existing 6" Water Line	EA.	0	1	1	\$1,000.00	\$1,000.00
CO4-2	Relocate Existing Fire Hydrant Assembly	EA.	0	1	1	\$500.00	\$500.00
CO4-3	Connect to Existing 4T4 Duct Bank	EA.	0	1	1	\$4,200.00	\$4,200.00
CO4-4	Adjust S.S. Manhole to Proposed Grade	EA.	0	3	3	\$1,925.00	\$5,775.00
CO4-5	Apply Raven Coating for SS Manhole	EA.	0	2	2	\$1,900.00	\$3,800.00
CO4-6	F & I Valve Boxes @ Drip Zones	EA.	0	63	63	\$94.00	\$5,922.00
CO4-7	F & I Rock Check Dam with Anchors	EA.	0	1	1	\$7,600.00	\$7,600.00
CO4-8	Repl. Weld Plate w/Anchor Bolt (Pergola)	L.S.	0	1	1	\$4,216.00	\$4,216.00
CO4-9	Concrete Splash Pad at Bottom of Grotto	S.F.	0	715	715	\$17.37	\$12,419.55
CO4-10	Bid Item 152 Upcharge for Six Mount	EA.	0	2	2	\$566.00	\$1,132.00
CO4-11	Bid Item 153 Upcharge for Eight Mount	EA.	0	4	4	\$1,175.00	\$4,700.00

<u>Affected</u> <u>Pay Item</u>	<u>Description of Revision</u>	<u>Unit</u>	<u>Quantity</u>	<u>Revised</u> <u>Quantity</u>	<u>Unit</u> <u>Change</u>	<u>Unit</u> <u>Cost</u>	<u>Cost</u> <u>Change</u>
CO4-12	PEDOC 2P24-C-HTSI Outlet Pedestal	EA.	0	4	4	\$800.00	\$3,200.00
CO4-13	VPWP Lighting Controls for PA BAL	EA.	0	1	1	\$550.00	\$550.00
CO4-14	2" Sch. 80 PVC w/8#2 and 1#12 Wires	L.F.	0	126	126	\$44.00	\$5,544.00
CO4-15	2" Sch. 80 PVC w/6#2 and 1#12 Wires	L.F.	0	208	208	\$34.00	\$7,072.00
CO4-16	3#2 and 1#12 Wires in Exist. 2" Conduit	L.F.	0	296	296	\$12.50	\$3,700.00
CO4-17	Furnish & Install Light Fixture SA1+BL1	EA.	0	1	1	\$6,900.00	\$6,900.00
CO4-18	Furnish & Install Light Fixture SA1+BL2	EA.	0	1	1	\$8,300.00	\$8,300.00
CO4-19	Furnish & Install Light Fixture SA1+BL3	EA.	0	1	1	\$8,300.00	\$8,300.00
CO4-20	Furnish & Install Light Fixture SA3+BL1	EA.	0	1	1	\$6,900.00	\$6,900.00
CO4-21	Furnish & Install Light Fixture SA4+BL2	EA.	0	1	1	\$9,700.00	\$9,700.00
CO4-22	Furnish & Install Light Fixture SA4+BL3	EA.	0	1	1	\$9,700.00	\$9,700.00

3. **EFFECT OF CHANGE:** This change order will have the following effect on the cost of this project:

Original Contract Amount	\$ 9,140,815.30
Amount of Change Order No. 1	\$ (679,683.76)
Amount of Change Order No. 2	\$ 232,939.76
Amount of Change Order No. 3	\$ 190,786.00
Amount of Change Order No. 4	\$ 217,812.30
Revised Contract Amount	\$ 9,102,669.60

4. **EFFECT OF CHANGE ON CONTRACT TIME:** The changes in scope required under this change order will add -35- days to this project.

Original Contract Time	<u>550</u> Days
Amount from Change Order No. 4	<u>35</u> Days
Revised Contract Time	<u>585</u> Days

5. **AGREEMENT:** By the signatures below, duly authorized agent of the Town of Addison, Texas and North Texas Contracting, Inc. do hereby agree to append this **Change Order No. 4** to the original contract between themselves, dated October 19, 2010.

TOWN OF ADDISON, TEXAS

ATTEST:

By: _____
 Ron Whitehead, City Manager

By: _____
 Lea Dunn, City Secretary

NORTH TEXAS CONTRACTING, INC.

ATTEST:

By: _____

By: _____

PHASE 1C COST ANALYSIS
11/2/2010

Phase 1C Allocation from Master Facilities Agreement		\$ 9,204,467.00
Funds Shifted from Phase 1B		\$ 176,937.34
Funds Shifted from Phase 1E		\$ 150,000.00
Professional Services Fees		
Icon Consulting Engineers, Inc. (Allocated)	\$ (1,267,100.00)	
LRK (Sign Design for Park Package)	\$ (9,550.00)	
Total Professional Fees		\$ (1,276,650.00)
Construction		
Original Contract	\$ (9,140,815.30)	
Change Order #1	\$ 679,683.76	
Change Order #2	\$ (232,939.76)	
Change Order #3	\$ (190,786.00)	
Change Order #4	\$ (217,812.30)	
Change Order #5	\$ -	
Total Construction		\$ (9,102,669.60)
Construction Phase Services		
Kleinfelder (4%)	\$ (364,106.78)	
UDR (8%)	\$ (581,291.43)	
Total Construction Phase Services		\$ (945,398.21)
Park Electrical for Oncor		\$ (43,213.27)
Revenue		
Dallas County	\$ 1,000,000.00	
AT&T	\$ 23,840.50	
UDR, Inc. (Funding #1)	\$ 750,000.00	
Unfunded Portion	\$ 62,686.24	
Total Revenue		\$ 1,836,526.74
Remaining Funds		\$ -

Council Agenda Item: #R7

AGENDA CAPTION:

PUBLIC HEARING Case 1608-SUP/7-11 Convenience Stores. Presentation, discussion and consideration of approval of an ordinance approving a Special Use Permit for a convenience store in a Planned Development district #001-002, located at 4900 Belt Line Road, Suite 125, on application from Mr. Michael Dee, represented by Ms. Larae Tucker of Harrison French and Associates.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on October 28, 2010, voted to recommend approval of a Special Use Permit for a convenience store, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood Voting Nay: none Absent: none

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

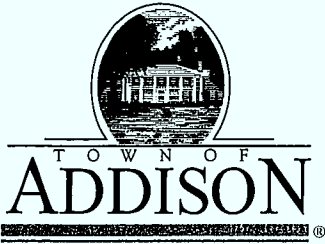
ATTACHMENTS:

Description:

[Docket map, staff report, and commission findings](#)

Type:

Backup Material



DEVELOPMENT SERVICES
(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove
Post Office Box 9010 Addison, Texas 75001-9010

October 18, 2010

STAFF REPORT

RE: Case 1608-SUP/7-11 Convenience Stores

LOCATION: 4900 Belt Line Road, Suite 125

REQUEST: Approval of a Special Use Permit for a Convenience store

APPLICANT: Mr. Michael Dee, represented by Ms. Larae Tucker of Harrison French and Associates

DISCUSSION:

Background. This property is currently zoned Planned Development through Ordinance 001-002. The Planned Development zoning designation allows for all local retail uses. A convenience store, even one that does not sell gasoline, requires a Special Use Permit in any district. 7-Eleven does not plan to sell gasoline at this location, but does plan to be open 24 hours a day. The representative explained that 7-Eleven has a program for moving into more urban locations and expects to make a significant amount of revenue off of pedestrian traffic. There is a store with a similar format (no gasoline) in Carrollton on the northwest corner of Belt Line Road and Marsh Lane.

Proposed Plan. The plan indicates a 2,121 square foot 7-Eleven convenience store on the northwest corner of the westernmost, two-story building on the site. The space is currently occupied by Dunkin Donuts. The space is directly beneath the Melting Pot Restaurant. The plans show a typical 7-Eleven layout with the entrance doors on the northwest corner of the space.

Facades. 7-Eleven is not proposing any structural changes to the existing storefront. However, it is proposing to add awnings to the space.

Landscaping. The site has existing landscaping. The staff has reviewed the site and finds that the landscaping is in good condition and is being maintained.

Building Code. As Lynn Chandler notes in his memo, a secondary exit will be required from the store. This is an advisory comment for the applicant. The Building Code

requirements are contained in a separate code, and do not have to be a condition for zoning approval.

Food Service Code. The facility will have both pre-packaged and prepared food and will be required to obtain a food service license. There is an existing grease trap in the space that can be used by the store.

Signs. The applicant shows a 7-Eleven sign on the north façade, the northwest façade, and the west façade of the building. In addition, the applicant shows signs on the awnings. The applicant should be aware that all signs are permitted under the Addison Sign Ordinance and cannot be approved through this process.

Traffic access. Convenience stores require a special use permit because they are unique retailers that generate a greater amount of traffic than other types of retail. The staff always examines the traffic circulation and availability of parking when considering a SUP for a convenience store. In looking at this site, the staff finds that this shopping center has access from Quorum Drive, Landmark, and Belt Line Road. All three streets have protected left turns into the site, which is desirable. The access to the site seems to be adequate.

Parking. This is a center that the staff constantly monitors for parking compliance, as there are several restaurants in the center. Restaurant uses within this center park at a ratio of one space per 160 square feet and retail uses park at a ratio of one space per 200 square feet. t have. Dunkin Doughnuts currently occupies this space, and it requires 13 spaces. This store will park at a 1/200 ratio and will actually reduce parking demand for the center. It will require only 10.6 spaces. There is sufficient parking for this proposed use.

In addition to the number of spaces required, staff also considers the availability of parking spaces when looking at a convenience store. While the parking ratio is 1/200, the cars in the parking spaces for a convenience store "turn" much more frequently than the cars for a regular retailer. In addition, as the name for this use indicates (convenience store), the parking spaces should be convenient and close to the door of the facility.

In 2003, 7-Eleven proposed a similar store in the building to the east of this building, underneath Pete's Dueling Pianos and The Improv. At that time, the staff felt that the location to the east had some unique challenges and that the congestion associated with Pete's and The Improv would be prohibitive to a convenience store's success.

However, this location is underneath The Melting Pot Fondue Restaurant. The Melting Pot generates fewer cars, and those cars do not stay on the site as long as cars associated with Pete's and The Improv. The staff feels that there is not the same congestion associated with this spot as there was at the other building, and that parking spaces could be available for a convenience store.

Food Service Code. The convenience store will sell food and will be subject to all regulations contained in the Addison Food Service Ordinance. Neil Gayden, the Environmental Services Official, has inspected the site and notes that there is an available grease trap that is currently being used by Dunkin' Donuts.

RECOMMENDATION:

Staff feels that a convenience store in this location would be an amenity to the guests at the many hotels located in the immediate area. Staff recommends approval of the request for a Special Use Permit for a convenience store subject to no conditions.

Respectfully submitted,

A handwritten signature in black ink that reads "CMORAN". The letters are bold and slightly slanted, with a large "C" and "M" that are connected to the "O" and "R".

Carmen Moran
Director of Development Services

Case 1608-SUP/7-Eleven Convenience Stores
November 1, 2010

4

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 28, 2010, voted to recommend approval of a Special Use Permit for a convenience store, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: none

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: October 18, 2010

Subject: Case 1608-SUP/7-11 Convenience Stores

A convenience store is classified a Type M occupancy, mercantile, per Chapter 10 of the 2006 IBC. Normally two exits would not be required for the space as shown on the submitted plans because the occupant load is calculated at below 50. However the common path of egress from the most remote part in the store room to the exit door exceeds 75'. Therefore a second exit will be required or the storage area exiting will be required to be reconfigured to bring it into compliance.



October 14, 2010

Ms. Carmen Moran
Director of Development Services
Town of Addison
P.O. Box 9010
Addison, TX 75001

RE: Case No: 1608-SUP/7-11 Convenience Store

Dear Ms. Moran:

2M Companies, Inc. on behalf of Big Bend Beltline Investments, LLC, which owns property at 5001 Beltline Road, Addison, Texas, is opposed to the approval of a Special Use Permit for a convenience store in the Planned Development District #001-002, 4900 Beltline Road, Suite 125.

Should you have any questions, please feel free to contact me at 214-531-3459 or my email address is beall@2m.com.

Sincerely,

2M COMPANIES, INC.

A handwritten signature in black ink, appearing to read 'D. Beall Carothers'.

D. Beall Carothers, CCIM
Property Manager and Agent for Big Bend Beltline Investments, LLC

Council Agenda Item: #R8

AGENDA CAPTION:

PUBLIC HEARING Case 1609-SUP/Schlotzsky's Sandwiches. Presentation, discussion and consideration of approval of an ordinance amending an existing Special Use Permit for a restaurant so as to expand a restaurant under construction, located at 3740 Belt Line Road, on application from Schlotzsky's Sandwiches, represented by Mr. Bernard Shaw of Cencor Realty Services.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on October 28, 2010, voted to recommend approval of an amendment to an existing Special Use Permit for a restaurant subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood Voting Nay: none Absent: none

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

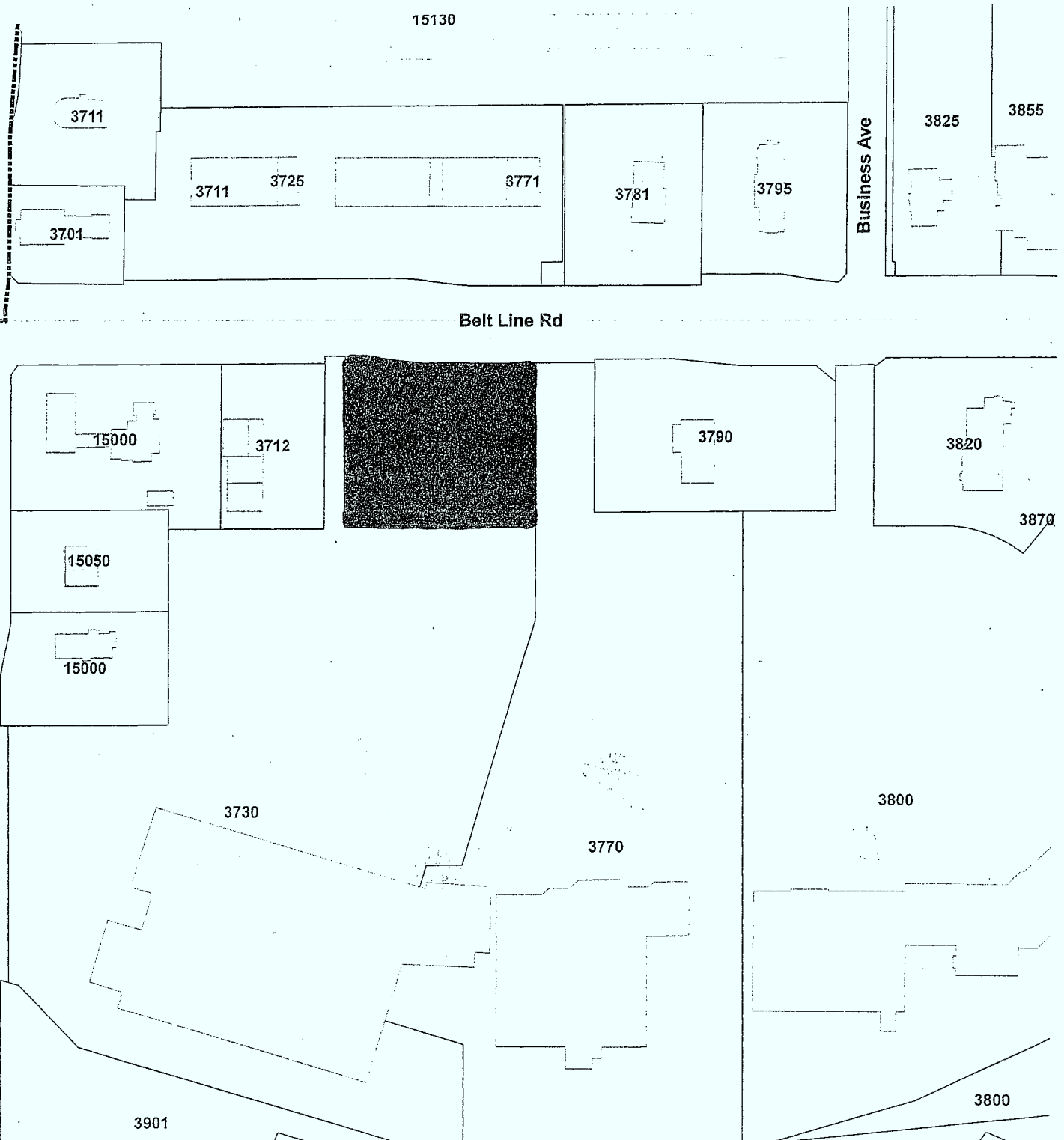
[Docket map, staff report, and commission findings](#)

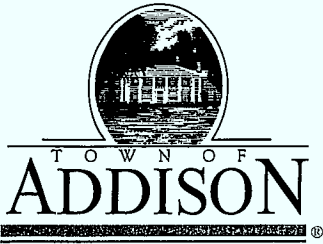
Type:

Backup Material

1609-SUP

PUBLIC HEARING Case 1609-SUP/Schlotsky's Sandwiches. Requesting approval of an ordinance amending an existing Special Use Permit for a restaurant so as to expand a restaurant under construction, located at 3740 Belt Line Road, on application from Schlotsky's Sandwiches, represented by Mr. Bernard Shaw of Cencor Realty Services.





DEVELOPMENT SERVICES
(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove
Post Office Box 9010 Addison, Texas 75001-9010

October 18, 2010

STAFF REPORT

RE: Case 1609-SUP/Schlotzsky's Sandwiches

LOCATION: 3740 Belt Line Road

REQUEST: Approval of an amendment to an existing Special Use Permit for a restaurant.

APPLICANT: Cencor Realty Services, represented by Mr. Bernard Shaw

DISCUSSION:

Background. In March of 2010 the Commission reviewed the original Special Use Permit request on application from Cencor Realty Services for a sandwich shop. The request was approved by the City Council on April 13, 2010 through Ordinance 010-009. Schlotzsky's Sandwiches is currently under construction on the space. After construction began, the T-Mobile store next door to the Schlotzsky's space closed. At this point, Schlotzsky's believes it needs additional space, and would like to take in the T-Mobile store. The Special Use Permit is tied to the floorplan, not the applicant, and since the floorplan will be expanded, the Special Use Permit must be amended to cover the larger space.

Proposed Plan. The original restaurant was 2,841 square feet. The expansion will add 1,209 square feet, and a 350 square-foot patio, bringing the new restaurant to 4,400 square feet. The expansion will provide for 66 additional seats in the dining area and a slight expansion of the kitchen.

Facades. The applicant is not showing any changes to the existing glass store-front facades.

Parking. This parcel is an out-parcel adjacent to a larger shopping center. The out-parcel is under the same ownership as the larger shopping center and has a cross-parking agreement with the center. Therefore, the center falls under the following regulation contained in Article IX, Local Retail, Section 5, Subsection G, Paragraph 2, subparagraph (b):

b. Freestanding restaurants which occur within the mixed use developments shall be required to provide parking at the ratio of one parking space for every 100 square feet of gross floor area if the property is deed restricted or if covenants exist which allow the restaurant the use of the entire on-site parking provided by the development. Such on-site parking must adjoin and/or be contiguous to the restaurant use. When there are no deed restrictions or covenants allowing restaurants the use of on-site parking, freestanding restaurants in mixed use developments shall be required to provide parking at the ratio of one parking space for every 70 square feet of gross floor area.

The restaurant must provide parking at a ratio of one space per 100 square feet of floor area in the restaurant, including exterior patios. The restaurant, plus patio area, totals 4,400 square feet and will require 44 spaces. The site plans show 97 spaces, but the staff does not support adding eight parallel spaces to the south side of the site. Therefore, the site provides 89 spaces, which is sufficient parking for this use.

Public Works. The applicant is proposing this expansion in conjunction with another request for an Einstein's Bros. Bagels on the east end of this building. While the staff has concerns about adding another drive-through window to this small site, the staff has already approved the drive-through for this site and still recommends approval of it.

Landscaping. The landscaping for this center is already in place. The applicant agreed to relocate a 12-inch Live Oak and an 8-inch Cedar Elm tree that would be removed to add the drive-through window. The applicant has agreed to relocate those trees to the east end of the site, adjacent to Babies 'R Us, the relocation has been started, but is not complete as yet. The staff is confident that the trees will be relocated and has already made that a condition on the original approval, so it does not feel that it is necessary to attach that condition to this request.

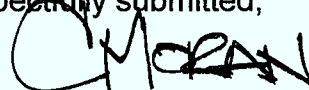
Food Service Code. The addition to the restaurant will be under the same foodservice regulations as the original restaurant.

Signage. The applicant has shown sample signs on the facades. The applicant should be aware that all signage for the restaurant must comply with the requirements of the Addison Sign Ordinance. This is an advisory comment to the applicant and does not need to be a condition for the zoning recommendation.

RECOMMENDATION:

Staff recommends approval of the amendment to an existing Special Use Permit for a restaurant subject to no conditions.

Respectfully submitted,



Carmen Moran
Director of Development Services

Case 1609-SUP/Schlotsky's Sandwiches
November 1, 2010

3

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 28, 2010, voted to recommend approval of an amendment to an existing Special Use Permit for a restaurant subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: none

Council Agenda Item: #R9

AGENDA CAPTION:

PUBLIC HEARING Case 1610-SUP/Einstein Brothers Bagels. Presentation, discussion and consideration of approval of an ordinance approving a Special Use Permit for a sandwich shop, located at 3750 Belt Line Road, on application from Einstein Bros. Bagels, represented by Mr. Bernard Shaw of Cencor Realty Services.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on October 28, 2010, voted to recommend approval of a Special Use Permit for a restaurant subject to the following condition: -The applicant shall submit a revised site plan that reduces the size of the restaurant to 2,400 square feet with at 230 square foot patio, eliminates the eight parallel parking spaces against the south property line, and moves the drive-thru window further north in the building to allow for more queuing space.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood Voting Nay: none Absent: none

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

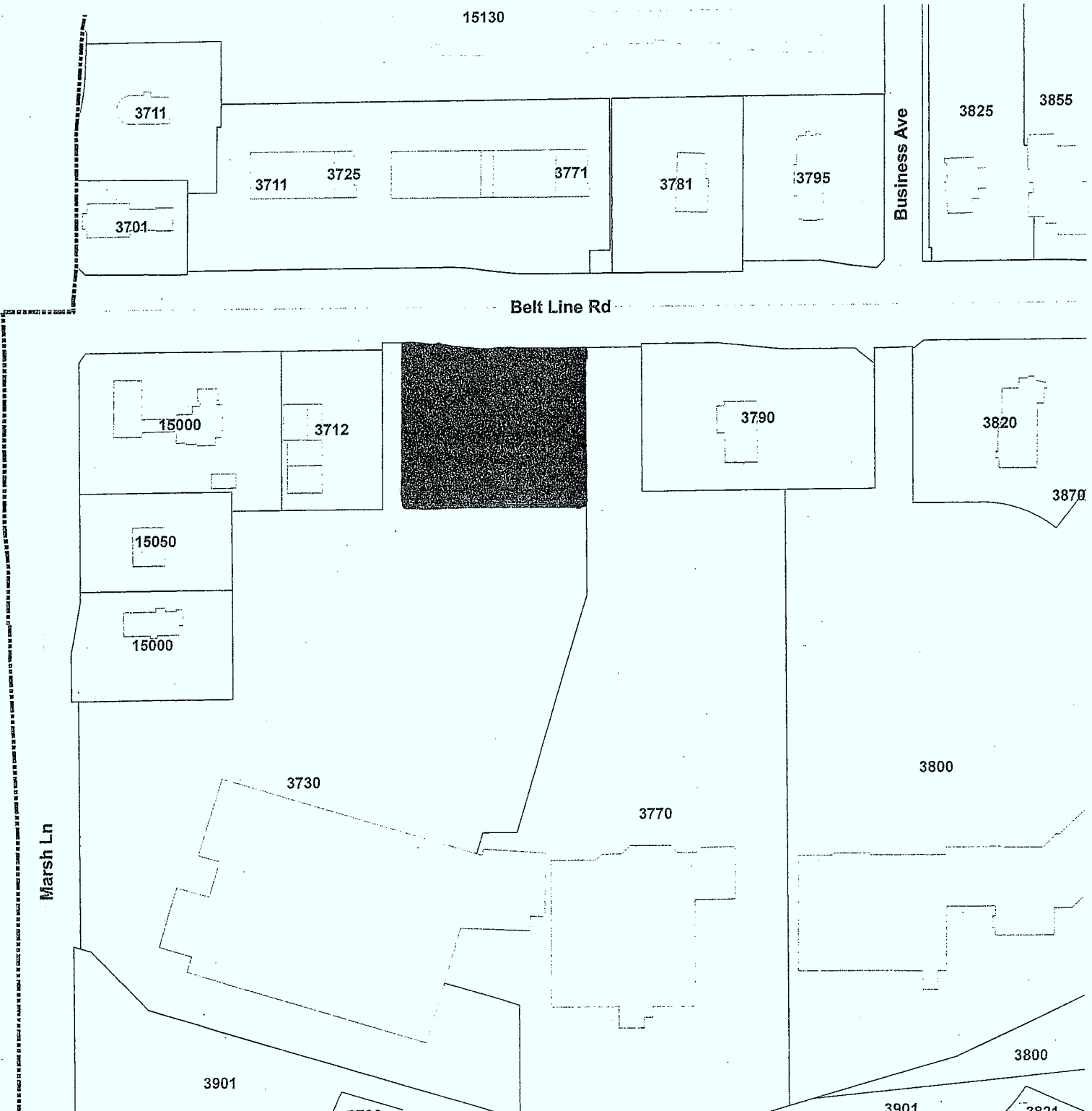
[Docket map, staff report, and commission findings](#)

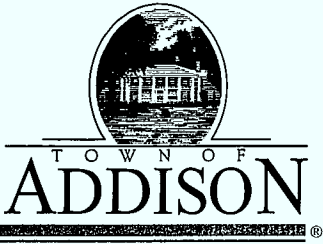
Type:

Backup Material

1610-SUP

PUBLIC HEARING Case 1610-SUP/Einstein Bros. Bagels. Requesting approval of an ordinance approving a Special Use Permit for a sandwich shop, located at 3750 Belt Line Road, on application from Einstein Bros. Bagels, represented by Mr. Bernard Shaw of Cencor Realty Services.





DEVELOPMENT SERVICES
(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove
Post Office Box 9010 Addison, Texas 75001-9010

October 21, 2010

STAFF REPORT

RE: Case 1610-SUP/Einstein Bros. Bagels
LOCATION: 3750 Belt Line Road
REQUEST: Approval of a Special Use Permit for a restaurant.
APPLICANT: Cencor Realty Services, represented by
Mr. Bernard Shaw

DISCUSSION:

Background. The building involved in this request was originally built as a multi-tenant retail building, and it housed a Payless Shoe Store and a Blockbuster Video store. Payless Shoes, which was on the west end of the building, closed several months ago, and a Special Use Permit for a Schlotzsky's Deli to locate in that space (010-009).

In order to get Schlotzsky's to locate in the building, the owner had to reconfigure it to include a drive-through window. The staff worked with the owner to retrofit the parking and circulation to provide for the drive-through window. Then later, Schlotzsky's decided to take in a small T-Mobile lease space and expand the Schlotzsky's by expanding the dining space to add 66 additional seats.

At this point, Einstein Bros. Bagels is looking to occupy a portion of the former Blockbuster Video space on the east end of the building. Einstein Bros. Bagels also wants a drive-through window.

Proposed Plan. The plans indicate a restaurant of 3,350 square-feet, a 3,350 square foot restaurant with a 230 square foot patio. Einstein Bros. will be a "fast casual" restaurant with no waiters. Customers will order from a counter and get their own beverages. Einstein's does a large amount of take out and catering business, particularly for breakfast.

Facades. The applicant is not showing any changes to the existing glass store-front facades.

Parking. This parcel is an out-parcel adjacent to a larger shopping center. The out-parcel is under the same ownership as the larger shopping center and has a cross-parking agreement s for parking and access with the center. Therefore, the center falls under the following regulation contained in Article IX, Local Retail, Section 5, Subsection G, Paragraph 2, subparagraph (b):

- b. Freestanding restaurants which occur within the mixed use developments shall be required to provide parking at the ratio of one parking space for every 100 square feet of gross floor area if the property is deed restricted or if covenants exist which allow the restaurant the use of the entire on-site parking provided by the development. Such on-site parking must adjoin and/or be contiguous to the restaurant use. When there are no deed restrictions or covenants allowing restaurants the use of on-site parking, freestanding restaurants in mixed use developments shall be required to provide parking at the ratio of one parking space for every 70 square feet of gross floor area.

The restaurant must provide parking at a ratio of one space per 100 square feet of floor area in the restaurant, including exterior patios. The Schlotzsky's Restaurant totals 4,400 square feet and will require 44 spaces. The proposed Einstein Bros. Bagels shop will be 3,350 square feet with a 230 square foot patio (3,580 total). The parking requirement for these restaurants totals 80 spaces. The applicant has shown eight additional parallel parking spaces on the south side of the site. However, the staff does not support adding these spaces (discussed below). Therefore, the site provides only 89 spaces, and the owners should be advised that they do not have sufficient parking on this site to lease more than 1,800 square feet of the 3,143 square foot vacant retail space between Schlotzsky's and the proposed Einstein Bros. Bagels. The owners will be required to "kill" retail space in order to put both of these restaurants into this building.

Drive-through window. As noted in the Schlotzsky's staff report, this is a building that was built to be 100% retail, and was initially converted to add a drive-through window on the west end of the building. At this point, the owners want to convert the building again to add a drive-through window to the east end of the building. The staff believes that adding a second drive-through window to this small site is problematic.

As the drawings submitted by the applicant indicate, the Einstein Bros. drive-through would queue cars up in the drive on the south side of the building, which is the same drive where the Schlotzsky's cars are exiting its queue. The staff has marked up a site plan (Exhibit 1) to indicate where it sees problems arising.

In addition to the Einstein Bros. cars queuing up in the exit path for the Schlotzsky's cars, the plans also show that eight parallel parking spaces would be added to the south side of the driveway. The applicant indicates these spaces would be for employees and not used by customers. However, the staff does not support adding the eight spaces to the site because it would cause the drive to be too narrow to provide an "escape route", which allows customers who do not want to go through the drive-through, or who get in the drive-through queue and then change their minds, to still navigate through the site.

In addition, the staff would note that the order board location for the Schlotzsky's drive through causes cars to queue up in front of the five parking spaces for Schlotzsky's. The staff was aware of this during the first SUP request, and felt that while it was not ideal, it could be managed. However, Schlotzsky's has now added 56 seats to its dining area, increasing the demand for parking spaces. Once again, the staff was aware of the cars queing up in front of parking spaces, but felt that one restaurant on the site would still allow for sufficient parking. However, the addition of another restaurant adds to the congestion and demand for parking. The site plan also calls for the Einstein's cars to queue up in front of two parking spaces on the Einstein's end of the building, which further reduces available parking.

The staff feels that the one-way designations for the drives on the site will be confusing to drivers and is not manageable.

The applicant has pointed out, and the staff agrees, that the two operators presented: Einstein Bros. Bagels and Schlotzsky's Sandwiches, have different peak use times. Einstein's is primarily a breakfast operation, though it is open through lunch. Schlotzsky's is primarily a lunch and dinner operation. Both operations will be open through lunch. The new Schlotzsky's concepts also sell Cinnabon cinnamon rolls, and this restaurant could open for breakfast if it chooses. Also, Einstein's could choose to expand its menu and stay open through dinner.

While the staff agrees that these two current operators have different peak operating times, the Town has no control the hours of operation or who the operators are. These existing operators can close and be replaced with two operators who have the same peak operating time. Once the drive-through windows are in place, the City cannot prohibit other tenants from moving into the spaces. The windows can even be used by other types of retailers. Dry cleaners typically have drive through windows. Also, the Town is about to consider expanding the area where beer and wine can be sold for off-premises consumption, and these spaces could be refitted to beer and wine stores in the future, and could utilize the drive through windows.

The staff's point is that the drive through windows need to work for any operator without causing congestion, driver confusion, or accidents. Once they are installed, the City does not have the ability to manage their day-to-day operation.

Landscaping. The landscaping for this center is already in place. There have been some modifications to accommodate the Schlotzsky's on the west end of this building, but the landscaping meets the requirements of the ordinance and is generally well-maintained.

Food Service Code. The restaurant will be governed by the requirements of the Food Service Ordinance. The restaurant will require a separate grease trap than the grease trap used by Schlotzsky's. This is an advisory comment to the applicant and does not need to be a condition for the zoning recommendation.

Signage. The applicant has shown sample signs on the facades. The applicant should be aware that all signage for the restaurant must comply with the requirements of the Addison Sign Ordinance. This is an advisory comment to the applicant and does not need to be a condition for the zoning recommendation.

RECOMMENDATION:

Staff feels that while it is willing to work with property owners on finding new uses for their sites, there are some limits to how far a small site can be converted. Restaurants are in the Special Use Permit category because they generate higher rates of traffic than other users. Restaurants with drive-through windows generate even higher volumes of traffic. The staff has been very diligent about making sure that when drive-through windows are developed on a site, they work both for the site and for the general stream of traffic on Belt Line Road.

The staff had some concern about retrofitting this small site for the Schlotzsky's drive-through, but felt that one restaurant with drive-through conversion could be managed. The staff does not feel that the site provides sufficient space to circulate the traffic associated with two drive-through windows. The staff is not comfortable with adding a second drive-through to this site and recommends denial of the request as shown. However, should the applicant revise the plans and eliminate the drive-through window, the staff is comfortable with recommending approval of the Special Use Permit for the restaurant on application from Einstein Bros. Bagels.

Respectfully submitted,

A handwritten signature in black ink that reads "C MORAN". The signature is written in a cursive, somewhat stylized font.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 28, 2010, voted to recommend approval of a Special Use Permit for a restaurant subject to the following condition:

-The applicant shall submit a revised site plan that reduces the size of the restaurant to 2,400 square feet with at 230 square foot patio, eliminates the eight parallel parking spaces against the south property line, and moves the drive-thru window further north in the building to allow for more queuing space.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

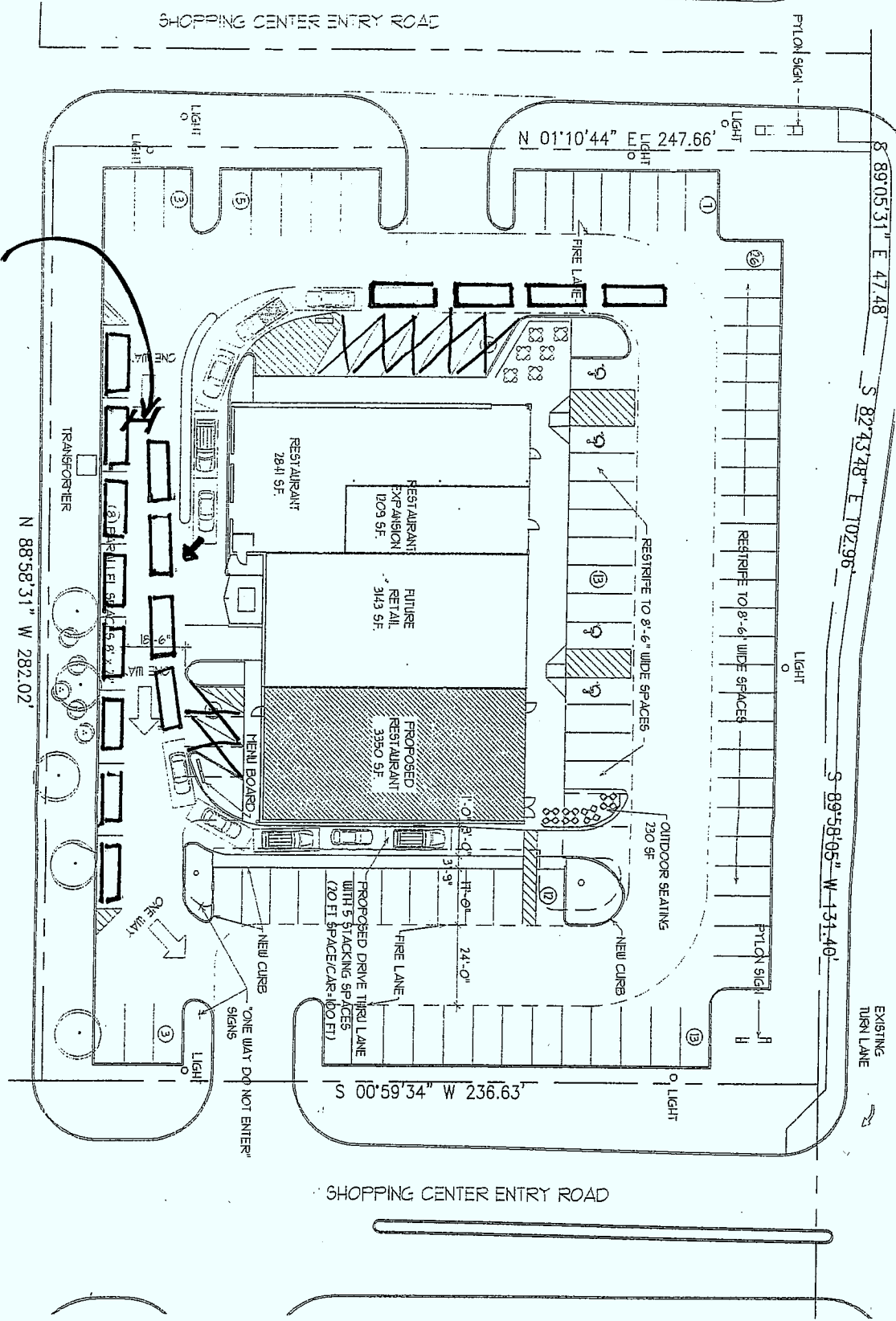
Absent: none

TOO NARROW

SHOPPING CENTER ROAD

N 88°58'31" W 282.02'

1 SITE PLAN
1" = 30'-0"



SHOPPING CENTER ENTRY ROAD

SUP SUBMITTAL
ADDISON TOWN
PROPOSED REST
3740 BELTLINE ROAD
ADDISON, TEXAS 76010

EXHIBIT 1

REVISIONS:

ISSUE DATE:	09/24/10	PRINT DATE:	09/24/10
DRAWN BY:	JM	CHECKED BY:	DJ
PROJECT NO.:	386		

SHEET TITLE

SITE PLAN
LANDSCAPE PLAN
MAPS &
SITE DATA

SHEET NO.

2-1

Carmen Moran

From: Clay Barnett
Sent: Monday, October 18, 2010 1:02 PM
To: Carmen Moran
Cc: Nancy Cline
Subject: Comments on Case 1610-SUP

Carmen,

During review of Case 1610-SUP, it was apparent that the proposed drive-thru would conflict with the recently approved drive-thru for Schlotzsky's. This could cause a backup of traffic trying to get in and out of Schlotzky's onto the ingress/egress easement for Kroger/Target and could result in a backup on Belt Line Road. We have presented a plan that would address our concerns, but this plan does not include those changes or other changes needed to insure that there are no conflicts between the stacking for the drive-thru for this case and the exit for the drive-thru for Schlotzsky's. Therefore, we recommend denial of Case 1610-SUP as presented.

If you have any questions, please let me know.

Thanks,
Clay Barnett, P.E.
Town Engineer
Town of Addison
16801 Westgrove Drive
Addison, TX 75001-2818
Office: (972) 450-2857

 Please consider the environment before printing this e-mail.

Learn more at AddisonGreen.info

Council Agenda Item: #R10

AGENDA CAPTION:

Presentation and discussion regarding the Town's participation in the restoration and renovation of the Audie Murphy House located in The Arbors complex at 14671 Midway Road, Addison, TX 75001.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

No Attachments Available

Type: