

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AMENDMENT NO. 1 TO THE AGREEMENT FOR GRANT FUNDING BETWEEN THE TOWN OF ADDISON AND THE ADDISON ARBOR FOUNDATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT NO. 1, AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** The Amendment No. 1 to the Agreement for Grant Funding between the Town of Addison and the Addison Arbor Foundation, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Amendment No. 1.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 28<sup>th</sup> day of March, 2017.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

## AMENDMENT NO. 1 TO THE AGREEMENT FOR GRANT FUNDING BETWEEN THE TOWN OF ADDISON, TEXAS AND ADDISON ARBOR FOUNDATION

This AMENDMENT NO. 1 to the Agreement for Grant Funding between the Town of Addison, Texas and Addison Arbor Foundation ("Amendment No. 1") is made and entered into between the Town of Addison, Texas ("Town") and Addison Arbor Foundation ("Organization") to be effective from and after March 28, 2017 ("Effective Date").

**WHEREAS**, the Town and Organization entered into an agreement for a grant of public funds effective October 1, 2016 ("Agreement"); and

**WHEREAS**, the Town and Organization desire to amend the Agreement as hereinafter set forth.

### NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Organization do mutually agree as follows:

1. **Amendment to Agreement, Section Numbering.** Section VIII (Independent Contractor) shall be corrected to Section IX (Independent Contractor), and thereafter all section numbers shall increase by one numeric value.

2. **Amendment to Agreement, Section III, FUNDING.** Section III, FUNDING shall be amended as follows:

"For the completion of the Program as described herein, the City shall pay to the Organization the sum of no more than Forty-Seven Thousand Five Hundred and No/100 Dollars (\$47,500.00) ("**Funding**") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2017. However, the Organization may send a written request to the Chief Financial Officer of the City for an advance of the second fifty percent (50%) distribution prior to May 30, 2017 for a compelling reason, and the Chief Financial Officer may or may not grant this request in his sole and absolute discretion. Payment is made contingent upon the Organization not then being in default of this Agreement. While Funding is generally limited to the current fiscal year, due to the nature of the projects that are commissioned by the Organization, it is understood that Programs undertaken by the Organization may not be completed within the Term. If the Organization fails to complete the Program, the Organization may be allowed to continue the Program provided that it complies with the terms of this Agreement, including quarterly reporting on the expenditure of Funding. If the Organization fails to complete the Program identified herein to the satisfaction of the City within the Term, then the Organization shall return any and all unexpended

# EXHIBIT A

Funding to the City immediately upon request, and the Organization may be ineligible for the receipt of Funding the following year.”

### **3. Amendment to Agreement, Section IV(b), RESPONSIBILITY; INDEMNIFICATION.**

Section IV(b), RESPONSIBILITY; INDEMNIFICATION shall be amended as follows:

“...(b)

...

THE PARTIES SHALL PROMPTLY ADVISE EACH OTHER IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION’S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION’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 ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

...”

4. **Counterparts.** This Amendment No. 1 may be executed in a number of identical counterparts. If so executed, each of such counterparts is deemed to be an original for all purposes. If so executed, each of such counterparts shall, collectively, constitute one Amendment No. 1. An electronic signature will also be deemed to constitute an original if properly executed.

5. **Defined Terms/Ratification of Agreement.** Any term not defined herein shall be deemed to have the same definition identified in the Agreement. Except as expressly amended herein, all of the terms, provisions, covenants, and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect.

6. **Authority to Execute.** The individuals executing this Amendment No. 1 represent and warrant that they are empowered and duly authorized to execute this Amendment No. 1 on behalf of the parties they represent.

7. **Entire Agreement/Amendment No. 1.** The Agreement and this Amendment No. 1 embody the entire agreement between the parties regarding the subject matter hereof. There are no oral understandings or arrangements between the parties regarding the subject matter hereof.

8. **Venue.** This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas.

9. **Assignment.** This Amendment No. 1 may not be assigned except as authorized by the Agreement.

# EXHIBIT A

IN WITNESS HEREOF, the parties have executed this Amendment No. 1 to the Agreement, as reflected by the signatures below.

**TOWN OF ADDISON, TEXAS**

**ADDISON ARBOR  
FOUNDATION**

\_\_\_\_\_  
Wesley S. Pierson, City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_