

## Social Services Funding Agreement

**WITNESSETH:**

## ARTICLE 1- Term

## **ARTICLE 2 – Programs, Projects, and Tasks**

- A.** After-school tutoring and mentoring programs for elementary and secondary school students;
- B.** Programs for counseling teenage children;
- C.** Operation of children's summer camps;

- D. Parenting classes;
- E. Programs for providing “Back to School” supplies, shoes, and uniforms for qualifying children; and
- F. Programs and events that educate school-age children regarding art, sports, and necessary life skills.

### **ARTICLE 3 – Service Fee; Payment; Audit**

(A) For the design, development and implementation of the programs enumerated in Article 2, City shall pay to the Provider an amount not to exceed \$5,000.00 (“the Service Fee”). Payment of the Service Fee shall be made not later than thirty (30) days after the Effective Date.

(B) City shall not be required to make any payment pursuant to this Agreement while there is pending any uncured defaults of this Agreement for which the City has provided notice to the Provider. Within 90 days of the Provider fiscal year ending August 30, 2014, a financial statement prepared by a Certified Public Accountant of all activities funded by this Agreement shall be provided to the City. This section shall survive the expiration of the term of this Agreement.

### **ARTICLE 4 –Assumption of Liability; Indemnification**

Provider agrees to assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, in connection with the performance of services performed and to be performed hereunder. **Provider covenants and agrees to, and does hereby indemnify and hold harmless the City and all of its officers, agents, and employees from all suits, action, or claims of any character brought for or on account of any injuries or damages, whether real or asserted, sustained by any person or property by or in consequence of any negligent omission, act or conduct of Provider, its agents, servants or employees.** The covenants and liabilities of Provider pursuant to this Article 4 shall not terminate with the termination or expiration of this Agreement.

### **ARTICLE 5 - Notice of Termination; Refunds**

This Agreement may be canceled and terminated by either Party upon giving thirty (30) days written notice to the other Party. Said thirty (30) days shall commence upon receipt of such notice by the addressee and shall conclude at midnight of the 30th day thereafter. Prorated funding returned to City by Provider or additional funds due the Provider (not to exceed the budgeted amounts set forth in Article 3(A)) shall be determined on the basis of the actual services provided and the actual costs incurred as of the effective date of the termination. Upon payment or tender of such amount, all of City's obligations hereunder shall be discharged and terminated 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 Agreement.

## **ARTICLE 6 – Compliance with Laws**

Provider shall observe and abide by all applicable federal and state laws and regulations and City's Charter and Ordinances, and all rules and regulations of any lawful regulatory body acting thereunder in connection with the services performed hereunder.

## **ARTICLE 7 – No Conflicts**

No officer or employee of City or Provider shall have any interest, direct or indirect, in this Agreement or the proceeds thereof that violates relevant provisions of the City Charter, City Ordinances or State laws dealing with conflict of interest.

## **ARTICLE 8 –Miscellaneous Provisions**

(A) Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

(B) Assignment. Provider may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Provider to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

(C) Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective successors and assigns.

(D) Governing Law; Venue. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in a state court of competent jurisdiction in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

(E) Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

(F) Severability. In the event 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, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(G) Independent Contractor. It is understood and agreed by and between the Parties that Provider in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Provider pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of City. Provider shall supervise the

performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

(H) Notices. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed or facsimile to the address specified below, or to such other party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

Gary D. Greer, City Manager  
City of Farmers Branch, Texas  
13000 William Dodson Parkway  
Farmers Branch, Texas 75234

With copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith  
1800 Ross Tower  
500 N. Akard  
Dallas, Texas 75201

If intended for Provider:

Brian P. Henretta, Operations Officer  
Bea's Kids  
P.O. Box 110165  
Carrollton, Texas 75011-0165

(I) Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

(J) Exhibits and Recitals. The recitals and exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

**(signatures on following page)**

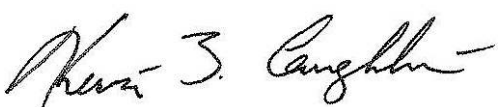
**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**CITY OF FARMERS BRANCH, TEXAS**

By: \_\_\_\_\_  
Gary D. Greer, City Manager

**Attest:**

\_\_\_\_\_  
Angela Kelly, City Secretary

A  
  
\_\_\_\_\_  
City Attorney

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**BEA'S KIDS**

By: \_\_\_\_\_  
Brian P. Henretta, Operations Officer