

THE STATE OF TEXAS §
 § **Social Services Funding Agreement**
COUNTY OF DALLAS §

This **Social Services Funding Agreement** (“Agreement”) is made and entered into as of the Effective Date by and between the **City of Farmers Branch, Texas**, hereinafter referred to as the “City,” acting by and through its City Manager, and **Metrocrest Social Services, Incorporated**, hereinafter referred to as “Provider,” acting by and through its duly authorized representative. (City and Provider collectively referred to hereafter as “Parties” or sometimes individually as “Party”.)

WITNESSETH:

WHEREAS, Provider is an independent nonprofit corporation established under the laws of the State of Texas for the purpose of providing an information and referral service regarding available social services for people living in the City of Farmers Branch, Texas, and surrounding cities; and

WHEREAS, City is charged with the responsibility of promoting and preserving the health, comfort, safety, peace, good government, and welfare of its citizens; and

WHEREAS, City desires to provide funds to Provider in order to better enable Provider to provide its services to Farmers Branch citizens which City may other be required to provide directly;

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

ARTICLE 1- Term

This Agreement shall be effective upon execution by the Parties (“the Effective Date”) and shall expire on the 30th day of September, 2014, unless terminated sooner as provided herein.

ARTICLE 2 – Programs, Projects, and Tasks

Pursuant to Provider’s mission to provide support and direct services to residents of Farmers Branch that will enable City’s residents to improve their quality of life, Provider agrees to design, develop and/or implement projects or programs serving Farmers Branch, including, but not limited to, the following::

A. **Information and Referral**: Provide information and referral services including, but not limited to, referrals to services related to:

(1) Health and social service programs;

- (2) Job opportunities; and
- (3) Support Group programs related to the person's situation and needs.

B. Direct Material Assistance: Implement a direct assistance program to provide goods and services to people who meet need qualifications established by Provider including, but not limited to:

- (1) Food;
- (2) Temporary housing assistance;
- (3) Utility payment assistance;
- (4) Clothing;
- (5) Medical bill and/or prescription payment assistance;
- (6) Transportation assistance;
- (7) Assistance with acquiring and/or paying for other basic life needs.
- (8) Home delivered meals for senior citizens.
- (9) Home repair projects for senior citizens.

C. Indirect Assistance: Provide indirect assistance to clients through:

- (1) Collaboration with other agencies 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 these causes; and
- (5) Provision of volunteer opportunities for community-wide involvement in the programs of the Metrocrest Social Services Inc.

ARTICLE 3 – Service Fee; Payment; Audit

(A) For the design, development and implementation of the programs enumerated in Article 2 and the merger activities described in Paragraph (D), below, City shall pay to the Provider an amount not to exceed \$170,000.00 (“the Service Fee”). The Service Fee shall be

paid in four equal installments of \$42,500.00 each, with such installments to be paid not earlier than ten (10) days after the Effective Date of this Agreement, January 2, 2014, April 1, 2014, and July 1, 2014, respectively, subject to Subsection (B), below.

(B) Payment of each installment of the Service Fee shall be made only following receipt of a statement from Provider, and, then, only if Provider is current on delivery of all quarterly financial statements to City. Not later than 60 days after the end of each calendar quarter, Provider shall deliver to City a quarterly financial report which shall, as a minimum, include statements of revenues and expenses and program results for the calendar quarter covered by the report and year to date. Expenditure information shall include donated (in-kind) services and materials related to funded projects or programs.

(C) 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 October 31, 2014, a financial statement prepared by a Certified Public Accountant of all activities funded by this agreement shall be provided to the City. Such statement shall provide sufficient information so as to support the accuracy of the quarterly financial report. This section shall survive the expiration of the term of this Agreement.

(D) City and Provider understand and acknowledge that Provider is the surviving entity resulting from the merger of Metrocrest Social Services, Inc. ("MSS") and Senior Adult Services for Addison, Carrollton, Coppell, and Farmers Branch ("SAS"). City further acknowledges that the merger of MSS and SAS, when successfully completed, will make the provision of services by Provider to City's residents more efficient and effective and provides an added benefit to the public. Therefore, City and Provider understand, acknowledge, and agree:

(1) Twenty Thousand Dollars (\$20,000) out of the Service Fee ("the Merger Grant") represents a grant to assist Provider in completing activities relating to merging the operations of MSS and SAS, including, but not limited to, relocation of SAS personnel to Provider's offices, integration of information technology systems, and expenses related to publicity within the community necessary to educate the community of the combined operations and the services available; and

(2) City's provision of the funds for the Merger Grant is intended to be a one-time grant of funds for the purposes described in paragraph (1), above, and the Provider has no reasonable expectation of City approving a grant for such purposes in the future.

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:

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

(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

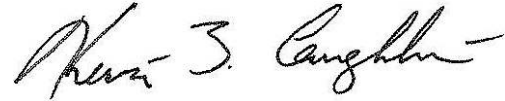
CITY OF FARMERS BRANCH, TEXAS

By: _____
Gary D. Greer, City Manager

Attest:

Angela Kelly, City Secretary

Approved as to Form:



City Attorney

SIGNED AND AGREED this _____ day of _____, 2013.

**METROCREST SOCIAL SERVICES,
INCORPORATED**

By: _____
Tracy Eubanks, Chief Executive Officer