

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF DENTON, TEXAS AND THE CHILDREN'S ADVOCACY CENTER FOR DENTON COUNTY, INCORPORATED FOR PROVIDING AID TO THE CITY OF DENTON POLICE DEPARTMENT IN THE INVESTIGATION OF CHILD ABUSE CASES; PROVIDING CLIENT AND CLINICAL SERVICES TO VICTIMS OF CHILD ABUSE AND NON-OFFENDING FAMILY MEMBERS; PROVIDING FOR THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$102,862.00 THEREFOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Children's Advocacy Center for Denton County, Incorporated, a Texas non-profit corporation, (the "Organization") aids the City of Denton Police Department of investigation of child abuse cases and provides client and clinical services to victims of child abuse and non-offending families members from the city of Denton, Texas (the "Program"); and

WHEREAS, the Organization and the City of Denton desire to enter into an agreement to provide for the continuance of the Program which agreement is substantially in the same form as the agreement attached hereto and made a part hereof by reference (the "Public Service Agreement"); and

WHEREAS, the Program is a part of the City's community development program as authorized by Chapter 373 of the Local Government Code and it helps to eliminate conditions detrimental to the public health and safety by providing opportunities and services to low to moderate persons in Denton that would otherwise not be available; and

WHEREAS, the Program and the Public Service Agreement are necessary to preserve and protect the public health and safety of the City's residents by helping to insure that assistance is provided to aid in the investigation of child abuse cases and that victims of child abuse and non-offending families members have adequate client and clinical services; and

WHEREAS, City Council finds that if the Program and the Public Service Agreement are not available, families would be at risk of further abuse and trauma, thereby creating a substantial health and safety risk for citizens of Denton; and

WHEREAS, the Program is supervised and administered by professional personnel which maintain licenses as counselors or social workers; and

WHEREAS, City Council finds that the Public Service Agreement and the expenditures provided for in the Agreement are exempt from competitive bidding as a procurement necessary to preserve or protect the public health or safety of the City's residents under Section 252.022(a)(2) of the Local Government Code and as a procurement for professional services under Section 252.022(a)(4) of the Local Government Code; and

WHEREAS, the City Council of the City of Denton hereby finds that the Program and the Public Service Agreement serve important municipal and public purposes and are in the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this ordinance are incorporated by reference into the body of this ordinance as if fully set forth herein.

SECTION 2. The City Manager, or his designee, is hereby authorized to execute the Public Service Agreement, attached hereto and incorporated herein, and to carry out the duties and responsibilities of the City under the Public Service Agreement, including the expenditure of funds not to exceed \$102,862.00, as provided in the Public Agreement.

SECTION 3. This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2016.

CHRIS WATTS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: Stephanie M. Berry

**2016 -2017 SERVICE AGREEMENT BETWEEN THE
CITY OF DENTON, TEXAS AND
CHILDREN'S ADVOCACY CENTER FOR DENTON COUNTY, INCORPORATED**

This Agreement is hereby entered into by and between the CITY of Denton, Texas, a Texas municipal corporation, acting by and through its City Manager, hereinafter referred to as "CITY", and **Children's Advocacy Center for Denton County, Incorporated**, 1854 Cain Drive, Lewisville, TX 75077, hereinafter referred to as "ORGANIZATION";

WHEREAS, the Denton Police Department has reviewed the proposal for services and has determined that ORGANIZATION performs an important service for the residents of Denton without regard to race, religion, color, age or national origin, and recommends the purchase of services; and

WHEREAS, CITY has determined that the proposal for services merits assistance and can provide needed services to citizens of CITY and has provided funds in its budget for the purpose of paying for contractual services; and

WHEREAS, CITY has designated the Denton Police Department with assistance from the Community Development Division as the department responsible for the administration of this Agreement and all matters pertaining thereto; and

NOW, THEREFORE, the parties hereto agree, and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the conditions hereinafter described.

1. TERM

This Agreement shall commence on or as of October 1, 2016, and shall terminate on September 30, 2017, unless sooner terminated in accordance with Section 25 "Termination".

2. RESPONSIBILITIES

ORGANIZATION hereby accepts the responsibility for the performance of all services and activities described in the Scope of Services attached hereto as Exhibit A, and incorporated herein by reference, in a satisfactory and efficient manner as determined by CITY, in accordance with the terms herein. CITY will consider ORGANIZATION's executive officer to be ORGANIZATION's representative responsible for the management of all contractual matters pertaining hereto, unless written notification to the contrary is received from ORGANIZATION, and approved by CITY.

The Denton Chief of Police or designee will be CITY's representative responsible for the administration of this Agreement.

The ORGANIZATION certified that the beneficiaries of the activities to be provided MUST reside in the City of Denton. Eligibility documentation must be included in each client's file.

3. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of funds from CITY, ORGANIZATION agrees to the following terms and conditions:

- A. One hundred two thousand eight hundred sixty-two dollars (\$102,862.00) may be paid to ORGANIZATION by CITY, and the only expenditures reimbursed from these funds, shall be those in accordance with the project budget, attached hereto as Exhibit B and incorporated herein by reference, for those expenses listed in the scope of services as provided herein. ORGANIZATION shall not utilize these funds for any other purpose.
- B. It will establish, operate, and maintain an account system for this program that will allow for a tracing of funds and a review of the financial status of the program.
- C. It will permit authorized officials of CITY to review its books at any time.
- D. It will reduce to writing all of its rules, regulations, and policies and file a copy with CITY's Police Department along with any amendments, additions, or revisions whenever adopted.
- E. It will not enter into any contracts that would encumber CITY funds for a period that would extend beyond the term of this Agreement.
- F. It will promptly pay all bills when submitted unless there is a discrepancy in a bill; any errors or discrepancies in bills shall be promptly reported to the Denton Police Department or their appointed representative in Community Development.

- G. It will appoint a representative who will be available to meet with CITY officials when requested.
- H. It will indemnify and hold harmless CITY from any and all claims and suits arising out of the activities of ORGANIZATION, its employees, and/or contractors.
- I. It will submit to CITY copies of year-end audited financial statements.

4. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- A. ORGANIZATION shall comply with all applicable federal laws, laws of the State of Texas and ordinances of the City of Denton.

5. REPRESENTATIONS

- A. ORGANIZATION assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.
- B. The person or persons signing and executing this Agreement on behalf of ORGANIZATION, do hereby warrant and guarantee that he, she, or they have been fully authorized by ORGANIZATION to execute this Agreement on behalf of ORGANIZATION and to validly and legally bind ORGANIZATION to all terms, performances and provisions herein set forth.
- C. CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either ORGANIZATION or the person signing the Agreement to enter into this Agreement. ORGANIZATION is liable to CITY for any money it has received from CITY for performance of the provisions of this Agreement if CITY has suspended or terminated this Agreement for the reasons enumerated in this Section.
- D. ORGANIZATION agrees that the funds and resources provided ORGANIZATION under the terms of this Agreement will in no way be substituted for funds and resources from other sources, nor in any way serve to reduce the resources, services, or other benefits which would have been available to, or provided through, ORGANIZATION had this Agreement not been executed.

6. PERFORMANCE BY ORGANIZATION

ORGANIZATION will provide, oversee, administer, and carry out all of the activities and services set out in the SCOPE OF SERVICES, attached hereto and incorporated herein for all purposes as Exhibit A, utilizing the funds described in Exhibit B, attached hereto and incorporated herein for all purposes and deemed by both parties to be necessary and sufficient payment for full and satisfactory performance of the program, as determined solely by CITY and in accordance with all other terms, provisions and requirements of this Agreement.

No modifications or alterations may be made in the Scope of Services without the prior written approval of the City's Chief of Police.

7. PAYMENTS

- A. Payments to ORGANIZATION. CITY shall pay to ORGANIZATION a maximum amount of money not to exceed one hundred two thousand eight hundred sixty-two dollars (\$102,862.00) for services rendered under this Agreement. CITY will pay these funds on a reimbursement basis to ORGANIZATION within 15 days after CITY has received supporting documentation. ORGANIZATION's failure to request reimbursement on a timely basis may jeopardize present or future funding.
- B. Excess Payment. ORGANIZATION shall refund to CITY within ten working days of CITY's request, any sum of money which has been paid by CITY and which CITY at any time thereafter determines:
 - 1. has resulted in overpayment to ORGANIZATION; or
 - 2. has not been spent strictly in accordance with the terms of this Agreement; or
 - 3. is not supported by adequate documentation to fully justify the expenditure.
- C. ORGANIZATION's reimbursement request for any one month period will not exceed one-tenth (1/10) of any budgeted line items for costs as specified in Exhibit B.
- D. Deobligation of Funds/Reversion of Assets. In the event that actual expenditures deviate from ORGANIZATION's provision of a corresponding level of performance, as specified in Exhibit A, CITY hereby reserves the right to reappropriate or recapture any such under expended funds. If CITY finds that

ORGANIZATION is unwilling and/or unable to comply with any of the terms of this Contract, CITY may require a refund of any and all money expended pursuant to this Contract by ORGANIZATION, as well as any remaining unexpended funds which shall be refunded to CITY within ten working days of a written notice to ORGANIZATION to revert these financial assets. The reversion of these financial assets shall be in addition to any other remedy available to CITY either at law or in equity for breach of this Contract.

- E. Contract Close Out. ORGANIZATION shall submit the contract close out package to CITY, together with a final expenditure report, for the time period covered by the last invoice requesting reimbursement of funds under this Agreement, within 15 working days following the close of the contract period. ORGANIZATION shall utilize the form agreed upon by CITY and ORGANIZATION.

8. WARRANTIES

ORGANIZATION represents and warrants that:

- A. All information, reports and data heretofore or hereafter requested by CITY and furnished to CITY, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to CITY.
- B. Any supporting financial statements heretofore requested by CITY and furnished to CITY, are complete, accurate and fairly reflect the financial condition of ORGANIZATION on the date shown on said report, and the results of the operation for the period covered by the report, and that since said date, there has been no material change, adverse or otherwise, in the financial condition of ORGANIZATION.
- C. No litigation or legal proceedings are presently pending or threatened against ORGANIZATION.
- D. None of the provisions herein contravene or are in conflict with the authority under which ORGANIZATION is doing business or with the provisions of any existing indenture or agreement of ORGANIZATION.
- E. ORGANIZATION has the power to enter into this Agreement and accept payments hereunder, and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.
- F. None of the assets of ORGANIZATION is subject to any lien or encumbrance of any character, except for current taxes not delinquent, except as shown in the financial statements furnished by ORGANIZATION to CITY.
- G. Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

9. COVENANTS

- A. During the period of time that payment may be made hereunder and so long as any payments remain unliquidated, ORGANIZATION shall not, without the prior written consent of the Community Development Administrator or her authorized representative:
 - 1. Mortgage, pledge, or otherwise encumber or suffer to be encumbered, any of the assets of ORGANIZATION now owned or hereafter acquired by it, or permit any pre-existing mortgages, liens, or other encumbrances to remain on, or attached to, any assets of ORGANIZATION which are allocated to the performance of this Agreement and with respect to which CITY has ownership hereunder.
 - 2. Sell, assign, pledge, transfer or otherwise dispose of accounts receivables, notes or claims for money due or to become due.
 - 3. Sell, convey, or lease all or substantial part of its assets.
 - 4. Make any advance or loan to, or incur any liability for any other firm, person, entity or corporation as guarantor, surety, or accommodation endorser.
 - 5. Sell, donate, loan or transfer any equipment or item of personal property purchased with funds paid to ORGANIZATION by CITY, unless CITY authorizes such transfer.

10. ALLOWABLE COSTS

- A. Costs shall be considered allowable only if incurred directly and specifically in the performance of and in compliance with this Agreement and in conformance with the standards and provisions of Exhibits A and B.
 - B. Approval of ORGANIZATION's budget, Exhibit B, does not constitute prior written approval, even though certain items may appear herein. CITY's prior written authorization is required in order for the following to be considered allowable costs:
 - 1. Encumbrances or expenditures during any one month period which exceeds one-tenth 1/10 of the total budget as specified in Exhibit B.
 - 2. CITY shall not be obligated to any third parties, including any subcontractors of ORGANIZATION, and CITY funds shall not be used to pay for any contract service extending beyond the expiration of this Agreement.
 - 3. Out of town travel.
 - 4. Any alterations or relocation of the facilities on and in which the activities specified in Exhibit A are conducted.
 - 5. Any alterations, deletions or additions to the Personnel Schedule incorporated in Exhibit B.
 - 6. Costs or fees for temporary employees or services.
 - 7. Any fees or payments for consultant services.
 - 8. Fees for attending out of town meetings, seminars or conferences.
- Written requests for prior approval are ORGANIZATION's responsibility and shall be made within sufficient time to permit a thorough review by CITY. ORGANIZATION must obtain written approval by CITY prior to the commencement of procedures to solicit or purchase services, equipment, or real or personal property. Any procurement or purchase which may be approved under the terms of this Agreement must be conducted in its entirety in accordance with the provisions of this Agreement.
- C. Expenditures will not be reimbursed to ORGANIZATION for the purchase of real property or equipment. These are not allowable costs under this agreement.

11. MAINTENANCE OF RECORDS

- A. ORGANIZATION agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of the funds received under this Agreement, in compliance with the provisions of Exhibit B, attached hereto, and with any other applicable Federal and State regulations establishing standards for financial management. ORGANIZATION's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Nothing in this Section shall be construed to relieve ORGANIZATION of fiscal accountability and liability under any other provision of this Agreement or any applicable law. ORGANIZATION shall include the substance of this provision in all subcontracts.
- B. ORGANIZATION agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the operation of programs and expenditures of funds under this Agreement for five years.
- C. Nothing in the above subsections shall be construed to relieve ORGANIZATION of responsibility for retaining accurate and current records, which clearly reflect the level and benefit of services, provided under this Agreement.
- D. At any reasonable time and as often as CITY may deem necessary, the ORGANIZATION shall make available to CITY, or any of their authorized representatives, all of its records and shall permit CITY, or any of their authorized representatives to audit, examine, make excerpts and copies of such records, and to conduct audits of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and all other data requested by said representatives.

12. REPORTS AND INFORMATION

At such times and in such form as CITY may require, organization shall furnish such statements, records, data and information as CITY may request and deem pertinent to matters covered by this Agreement.

ORGANIZATION shall submit quarterly beneficiary and financial reports to CITY no less than once each three months. The beneficiary report shall detail client information, including race, income, female head of household

and other statistics required by CITY. The financial report shall include information and data relative to all programmatic and financial reporting as of the beginning date specified in Section 1 of this Agreement.

Unless the CITY has granted a written exemption, ORGANIZATION shall submit an audit conducted by independent examiners with ten days after receipt of such.

13. MONITORING & EVALUATION

ORGANIZATION agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. ORGANIZATION agrees that CITY may carry out monitoring and evaluation activities to ensure adherence by ORGANIZATION to the Scope of Services, and Program Goals and Objectives, which are attached hereto as Exhibit A, as well as other provisions of this Agreement. ORGANIZATION agrees to cooperate fully with CITY and provide data determined by CITY to be necessary for CITY to effectively fulfill its monitoring and evaluation responsibilities. ORGANIZATION agrees to cooperate in such a way so as not to obstruct or delay CITY in such monitoring and to designate one of its staff to coordinate the monitoring process as requested by CITY staff. ORGANIZATION agrees to make available its financial records for review by CITY at CITY's discretion. In addition, ORGANIZATION agrees to provide CITY the following data and reports, or copies thereof:

- A. All external or internal audits. ORGANIZATION shall submit a copy of the annual independent audit to CITY within ten days of receipt.
- B. All external or internal evaluation reports.
- C. Quarterly performance/beneficiary reports to be submitted in January, April, July and September, to include such information as requested by the CITY including but not limited to: number of persons or households assisted, race, gender, disability status and household income. Beneficiary reports shall be due to CITY within 15 working days after the completion of each quarter.
- D. ORGANIZATION agrees to submit no less than once each three months financial statements. Each statement shall include current and year-to-date period accounting of all revenues, expenditures, outstanding obligations and beginning and ending balances. Financial reports shall be due to CITY within 15 working days after the completion of each quarter.
- E. An explanation of any major changes in program services.
- F. To comply with this section, ORGANIZATION agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of funds received and the services performed under this Agreement. ORGANIZATION's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. ORGANIZATION agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the services provided and expenditure of funds under this Agreement for the period of time and under the conditions specified by the CITY.
- G. Nothing in the above subsections shall be construed to relieve ORGANIZATION of responsibility for retaining accurate and current records, which clearly reflect the level and benefit of services, provided under this Agreement.

14. DIRECTORS' MEETINGS

During the term of this Agreement, ORGANIZATION shall deliver to CITY copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to CITY in a timely manner to give adequate notice, and shall include an agenda and a brief description of the matters to be discussed. ORGANIZATION understands and agrees that CITY's representatives shall be afforded access to all meetings of its Board of Directors.

Minutes of all meetings of ORGANIZATION's governing body shall be available to CITY within ten days after Board approval.

15. INSURANCE

- A. ORGANIZATION shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for services offered under this Agreement.
- B. The premises on and in which the activities described in Exhibit A are conducted, and the employees conducting these activities, shall be covered by premise liability insurance, commonly referred to as "Owner/Tenant"

coverage with CITY named as an additional insured. Upon request of ORGANIZATION, CITY may, at its sole discretion, approve alternate insurance coverage arrangements.

- C. ORGANIZATION will comply with applicable workers' compensation statutes and will obtain employers' liability coverage where available and other appropriate liability coverage for program participants, if applicable.
- D. ORGANIZATION will maintain adequate and continuous liability insurance on all vehicles owned, leased or operated by ORGANIZATION. All employees of ORGANIZATION who are required to drive a vehicle in the normal scope and course of their employment must possess a valid Texas driver's license and automobile liability insurance. Evidence of the employee's current possession of a valid license and insurance must be maintained on a current basis in ORGANIZATION's files.
- E. Actual losses not covered by insurance as required by this Section are not allowable costs under this Agreement, and remain the sole responsibility of ORGANIZATION.
- F. The policy or policies of insurance shall contain a clause which requires that City and ORGANIZATION be notified in writing of any cancellation of change in the policy at least 30 days prior to such change or cancellation.

16. CIVIL RIGHTS / EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

- A. ORGANIZATION shall comply with all applicable equal employment opportunity and affirmative action laws or regulations. The ORGANIZATION shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, gender, age or disability. The ORGANIZATION will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. ORGANIZATION shall comply with all applicable equal employment opportunity and affirmative action laws or regulations. The ORGANIZATION agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375 and 12086.
- C. ORGANIZATION will furnish all information and reports requested by the CITY, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state and Federal rules and regulations.
- D. In the event of ORGANIZATION's non-compliance with the non-discrimination requirements, CITY may cancel or terminate the Agreement in whole or in part, and ORGANIZATION may be barred from further contracts with CITY.

17. PERSONNEL POLICIES

Personnel policies shall be established by ORGANIZATION and shall be available for examination. Such personnel policies shall:

- A. Be no more liberal than CITY's personnel policies, procedures, and practices, including policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits, vacation and sick leave privileges, and travel; and
- B. Be in writing and shall be approved by the governing body of ORGANIZATION and by CITY.

18. CONFLICT OF INTEREST

- A. ORGANIZATION covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. ORGANIZATION further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.
- B. ORGANIZATION further covenants that no member of its governing body or its staff, subcontractors or employees shall possess any interest in or use his/her position for a purpose that is or gives the appearance of

being motivated by desire for private gain for himself/herself, or others; particularly those with which he/she has family, business, or other ties.

- C. No officer, member, or employee of CITY and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest in any corporation, partnership, or association in which he or she has a direct or indirect interest.

19. NEPOTISM

ORGANIZATION shall not employ in any paid capacity any person who is a member of the immediate family of any person who is currently employed by ORGANIZATION, or is a member of ORGANIZATION's governing board. The term "member of immediate family" includes: wife, husband, son, daughter, mother, father, brother, sister, in-laws, aunt, uncle, nephew, niece, stepparent, stepchild, half-brother and half-sister.

20. PUBLICITY

- A. Where such action is appropriate, ORGANIZATION shall publicize the activities conducted by ORGANIZATION under this Agreement. In any news release, sign, brochure, or other advertising medium, disseminating information prepared or distributed by or for ORGANIZATION, the advertising medium shall state that City of Denton funding has made the services possible.

21. CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties, except when the terms of this Agreement expressly provide that another method shall be used.
- B. ORGANIZATION may not make changes to the budget set forth in Exhibit B without prior written approval of the Police Chief. ORGANIZATION shall request, in writing, the budget revision in a form prescribed by CITY, and such request for revision shall not increase the total monetary obligation of CITY under this Agreement. In addition, budget revisions cannot significantly change the nature, intent, or scope of the program funded under this Agreement.
- C. ORGANIZATION will submit revised budget and program information, whenever the level of funding for ORGANIZATION or the program(s) described herein is altered according to the total levels contained in any portion of Exhibit B.
- D. It is understood and agreed by the parties hereto that changes in the State, Federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto, and shall become a part of the Agreement on the effective date specified by the law or regulation.
- E. CITY may, from time to time during the term of the Agreement, request changes in Exhibit A which may include an increase or decrease in the amount of ORGANIZATION's compensation. Such changes shall be incorporated in a written amendment hereto, as provided in Subsection A of this Section.
- F. Any alterations, deletions, or additions to the Contract Budget Detail incorporated in Exhibit B shall require the prior written approval of CITY.
- G. ORGANIZATION agrees to notify CITY of any proposed change in physical location for work performed under this Agreement at least 30 calendar days in advance of the change.
- H. ORGANIZATION shall notify CITY of any changes in personnel or governing board composition.
- I. It is expressly understood that neither the performance of Exhibit A for any program contracted hereunder nor the transfer of funds between or among said programs will be permitted.

22. SUSPENSION OF FUNDING

Upon determination by CITY of ORGANIZATION's failure to timely and properly perform each of the requirements, time conditions and duties provided herein, CITY, without limiting any rights it may otherwise have, may, at its discretion, and upon ten working days written notice to ORGANIZATION, withhold further payments to ORGANIZATION. Such notice may be given by mail to the Executive Officer and the Board of Directors of ORGANIZATION. The notice shall set forth the default or failure alleged, and the action required for cure.

The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed 30 calendar days. At the end of the suspension period, if CITY determines the default or deficiency has been satisfied, ORGANIZATION may be restored to full compliance status and paid all eligible funds withheld or impounded during the suspension period. If however, CITY determines that ORGANIZATION has not come into compliance, the provisions of Section 25 may be effectuated.

23. TERMINATION

- A. CITY may terminate this Agreement for cause under any of the following reasons or for other reasons not specifically enumerated in this paragraph:
1. ORGANIZATION's failure to attain compliance during any prescribed period of suspension as provided in Section 24.
 2. ORGANIZATION's failure to materially comply with any of the terms of this Agreement.
 3. ORGANIZATION's violation of covenants, agreements or guarantees of this Agreement.
 4. Termination or reduction of funding by the City of Denton.
 5. Finding by CITY that ORGANIZATION:
 - a. is in such unsatisfactory financial condition as to endanger performance under this Agreement;
 - b. has allocated inventory to this Agreement substantially exceeding reasonable requirements;
 - c. is delinquent in payment of taxes, or of costs of performance of this Agreement in the ordinary course of business.
 6. Appointment of a trustee, receiver or liquidator for all or substantial part of ORGANIZATION's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against ORGANIZATION.
 7. ORGANIZATION's inability to conform to changes required by Federal, State and local laws or regulations as provided in Section 4, and Section 2, of this Agreement.
 8. The commission of an act of bankruptcy.
 9. ORGANIZATION's violation of any law or regulation to which ORGANIZATION is bound or shall be bound under the terms of the Agreement.

CITY shall promptly notify ORGANIZATION in writing of the decision to terminate and the effective date of termination. Simultaneous notice of pending termination maybe made to other funding source specified in Exhibit B.

- B. CITY may terminate this Agreement for convenience at any time. If CITY terminates this Agreement for convenience, ORGANIZATION will be paid an amount not to exceed the total of accrued expenditures as of the effective date of termination. In no event will this compensation exceed an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of ORGANIZATION covered by the Agreement, less payments previously made.
- C. ORGANIZATION may terminate this Agreement in whole or in part by written notice to CITY, if a termination of outside funding occurs upon which ORGANIZATION depends for performance hereunder. ORGANIZATION may opt, within the limitations of this Agreement, to seek an alternative funding source, with the approval of CITY, provided the termination by the outside funding source was not occasioned by a breach of contract as defined herein or as defined in a contract between ORGANIZATION and the funding source in question.
- ORGANIZATION may terminate this Agreement upon the dissolution of ORGANIZATION's organization not occasioned by a breach of this Agreement.
- D. Upon receipt of notice to terminate, ORGANIZATION shall cancel, withdraw or otherwise terminate any outstanding orders or subcontracts, which relate to the performance of this Agreement. CITY shall not be liable to ORGANIZATION or ORGANIZATION's creditors for any expenses, encumbrances or obligations whatsoever incurred after the termination date listed on the notice to terminate referred to in this paragraph.
- E. Notwithstanding any exercise by CITY of its right of suspension or termination, ORGANIZATION shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Agreement by

ORGANIZATION, and CITY may withhold any reimbursement to ORGANIZATION until such time as the exact amount of damages due to CITY from ORGANIZATION is agreed upon or otherwise determined.

24. NOTIFICATION OF ACTION BROUGHT

In the event that any claim, demand, suit or other action is made or brought by any person(s), firm, corporation or other entity against ORGANIZATION, ORGANIZATION shall give written notice thereof to CITY within two working days after being notified of such claim, demand, suit or other action. Such notice shall state the date and hour of notification of any such claim, demand, suit or other action; the names and addresses of the person(s), firm, corporation or other entity making such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding; and the name of any person(s) against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail.

25. INDEMNIFICATION

- A. It is expressly understood and agreed by both parties hereto that CITY is contracting with ORGANIZATION as an independent contractor and that as such, ORGANIZATION shall save and hold CITY, its officers, agents and employees harmless from all liability of any nature or kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits or damages of any character whatsoever resulting in whole or in part from the performance or omission of any employee, agent or representative of ORGANIZATION.
- B. ORGANIZATION agrees to provide the defense for, and to indemnify and hold harmless CITY its agents, employees, or contractors from any and all claims, suits, causes of action, demands, damages, losses, attorney fees, expenses, and liability arising out of the use of these contracted funds and program administration and implementation except to the extent caused by the willful act or omission of CITY, its agents or employees.

26. NON-RELIGIOUS ACTIVITIES

The ORGANIZATION will provide all services under this Agreement in a manner that is exclusively non-religious in nature and scope. There shall be no religious services, proselytizing, instruction or any other religious preference, influence or discrimination in connection with providing the services hereunder.

27. MISCELLANEOUS

- A. ORGANIZATION shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust company or other financial institution without the prior written approval of CITY.
- B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.
- C. All reports, documents, studies, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence and related material submitted by ORGANIZATION shall become the property of CITY upon receipt.
- D. Debarment: ORGANIZATION certifies that they are not listed on the Excluded Parties List System (EPLS), which list the debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.
- E. In no event shall any payment to ORGANIZATION hereunder, or any other act or failure of CITY to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by CITY of any breach of covenant or default which may then or subsequently be committed by ORGANIZATION. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to CITY to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of CITY may waive the effect of this provision.
- F. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall an agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

- G. In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, codes, laws, ordinances or regulations, CITY as the party ultimately responsible, will have the final authority to render or to secure an interpretation.
- H. For purposes of this Agreement, Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, addressed to ORGANIZATION or CITY, as the case may be, at the following addresses:

CITY
City Manager
City of Denton
215 E. McKinney
Denton, Texas 76201

ORGANIZATION
Children's Advocacy Center for Denton County, Inc.
Attn: Executive Director
1854 Cain Drive
Lewisville, TX 75077

- I. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any litigation concerning this Agreement shall be in a court competent jurisdiction sitting in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2016.

CITY OF DENTON

BY: _____
HOWARD MARTIN, INTERIM CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: *Anita Burgess*

CHILDREN'S ADVOCACY CENTER FOR
DENTON COUNTY, INCORPORATED

BY: *Dan Leal*
EXECUTIVE DIRECTOR *Dan Leal*

ATTEST:

BY: *Susan J. Dawson*
BOARD SECRETARY *Susan J. Dawson*

Exhibit A Scope of Services

The Scope of Services under this Agreement shall be as follows:

SECTION I – ACTIVITY

ORGANIZATION shall provide services to minimize the trauma of child abuse to the children and non-offending family members by offering victim services that include client and clinical services. Client Services provide justice and support by coordinating the investigative process among the Denton Police Department and partner agencies and by assisting families with crime victim services. The Clinical Services program provides specialized and comprehensive clinical services.

Beneficiaries of the services to be provided hereunder must reside in the city of Denton and ORGANIZATION shall provide services to child victims and their non-offending family members.

SECTION II – SERVICES

In order to complete the agreed upon activity ORGANIZATION shall provide the following services to child abuse victims, or children who have witness a violent crime, and non-offending family members:

- Provide facility and staff to coordinate the investigative process among the Denton Police Department and partner agencies and to conduct:

Client Services:

- on-site forensic interview and assessments
- multidisciplinary case reviews to insure coordination and progress of investigations by partner agencies
- social service referrals and assistance with victim compensation
- social histories and support
- liaison between the families and investigative agencies
- referrals to community resources, and seasonal assistance programs

Clinical Services:

- individual, group, play and pet therapy
- crisis counseling
- consultation with the multidisciplinary team
- court preparation services
- psychological testing

SECTION III – UNIT OF SERVICE

A unit of service will be the tool by which the CITY and the ORGANIZATION can measure performance under this agreement. A unit of service shall be defined as client or clinical service for a child victim or non-offending family members including but not limited to the services as described in Section II – Services.

SECTION IV – GOALS

ORGANIZATION shall provide not less than 2,250 units of service to city of Denton residents during the contract year. The total number of units of service required constitutes the performance target for the ORGANIZATION under this Agreement. The ORGANIZATION will provide services to approximately 250 children ages zero to seventeen and non-offending family members during the term of this Agreement.

ORGANIZATION shall provide the services listed in this Agreement within the monetary limits contained in Exhibit B, entitled "Budget", attached hereto and incorporated by reference herein. In no event shall compensation to the ORGANIZATION exceed the lesser of the ORGANIZATION'S costs attributable to the work performed as stated herein, or sum of one hundred two thousand eight hundred sixty-two dollars (\$102,862.00).

SECTION V – OUTCOMES

Direct Service Outcome

The services provided as the terms of this agreement will assist the ORGANIZATION in providing comprehensive services to child abuse victims, or children who have witness a violent crime, and non-offending family members. The expected benefits of the ORGANIZATION'S delivery of comprehensive services will provide a reduction in trauma and promotion of emotional healing through:

- ORGANIZATION will serve at least 250 city of Denton clients and at least 70% of those referred for counseling will receive counseling services.
- At least 20% of children served will continue in The Advocacy Center's clinical program.

Community Outcome

Children's Advocacy Center for Denton County assists the City of Denton in improving availability and accessibility of services promoting strong, supportive relationships for families, neighborhoods, and communities to promote a suitable living environment., as outlined in the 2010-2014 City of Denton Consolidated Plan. The Children's Advocacy Center for Denton County provides services necessary to (1) expand the current system of case coordination and centralize information among service providers and (2) continue allocation of scarce resources to meet urgent community needs. Children's Advocacy Center for Denton County benefits the citizens of the City of Denton and supports a coordinated effort to maximize community resources by:

- Working in conjunction with the Denton Police Department, Child Protective Services, and appropriate service providers on the investigation and prosecution of cases.
- Promoting collaboration between agencies through the use of their facilities for interviews, office space, case reviews, and other services.
- Offering a variety of therapy sessions to assist victims and non-offending family members in the emotional healing process.

Exhibit B
Budget

Allowable Expenditure	Budget Amount
Fee for Service	\$102,862.00
\$45.00 per 2,250 units of direct service	
Total	\$102,862.00

Children's Advocacy Center for Denton County will be reimbursed monthly on a fee for service basis for services provided to residents of the city of Denton. Fees for particular services are described above.