

Community Center License Agreement



Office of
Community Care

STATE OF TEXAS

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COMMUNITY CENTER REVOCABLE
LICENSE AGREEMENT

COUNTY OF DALLAS

OFFICE OF COMMUNITY CARE
CONTRACT NO: _____

LICENSEE

THIS License Agreement (“License Agreement”) is made and entered into by and between the City of Dallas, a Texas municipal corporation of Dallas County, Texas, acting herein by and through its Director of Community Care, hereinafter called "CITY", and (Company Name), whose address is (address, city, state, zip, telephone number), hereinafter called "Licensee".

WITNESSETH

1. **Premises:** Upon the terms, covenants, and conditions contained in this License Agreement, CITY has granted to Licensee, and Licensee has accepted from CITY a right for Licensee to use and occupy space (Table 1) in that portion of (Name of Community Center), located in the City of Dallas, Dallas County, Texas described as follows:

City of Dallas Community Centers
Martin Luther King, Jr. Community Center
2922 MLK Boulevard, Dallas, Texas 75215
OR
West Dallas Multipurpose Center
2828 Fish Trap Road, Dallas, TX 75212

(hereinafter called “Premises”). Licensee shall have reasonable rights of ingress and egress through the Premises subject to the terms and conditions of this License Agreement, including but not limited to Section 21 below, but Licensee shall acquire no other rights in any part of the Premises other than the Licensee’s use of the Premises.

2. **Use of Premises:** Licensee represents and covenants that the Premises are to be used for a Public Purpose (see Section 3) and in compliance with the City of Dallas Community Center Program Statement (the Program) and for no other purpose without the written consent of CITY, for a base term of use, commencing on (Insert beginning date) and terminating on (DATE). Licensee is entitled to right of access to or use of the Premises during facility operating hours.

Licensee will not be permitted to use the Premises without the following in place:

- (a) A signed license agreement received by CITY.
- (b) A Certificate of Insurance (COI) with required coverage limits and in-compliance with the City of Dallas requirements.
- (c) The COI must have the Certificate Holder listed as:
City of Dallas/ (Name of Community Center)

3. **Public Purpose:** The Licensee understands that the Community Centers are public resources and as such, shall demonstrate the provision of services that provide a direct benefit to the public free of charge, specifically low to moderate income individuals. The Licensee should provide educational, financial empowerment, health and wellness, social services, and/or community engagement.
4. **Payment:** As consideration hereof and as payment for the right of use of the Premises granted herein, the Licensee will be required to provide a Semi-Annual Report (see Exhibit A) on Licensee's major program focus areas. Licensee's entering into an agreement of more than 6 months shall also submit a Final Report documenting the impact of programs and services offered within the facility (see Exhibit B). Licensee further agrees to pay to CITY on demand any and all sums which may be due to CITY for additional time usage, services, accommodations, or materials. Semi-Annual Reports are due 60 days after each 6-month reporting period. Final Reports are due within 90 days of the calendar year. The Final Report takes the place of the Semi-Annual Report at the end of the final calendar year.
5. **Moneys Payable to City:** All sums of money which become payable to CITY under this License Agreement shall be payable without demand to the "City of Dallas", and transmitted by US mail, overnight or hand delivered to (Address), in the City of Dallas, Dallas, County, Texas. Licensee acknowledges the importance of making prompt payment of all sums of money due to CITY and agrees to pay to CITY interest on any late payments at an annual interest rate equal to the lesser of 18% or the maximum non-usurious interest rate permitted by law.
6. **Termination by City:** This License Agreement may be revoked at any time if such revocation is reasonably required by the public interest, after providing 30 days written notice to Licensee unless the health, safety, or welfare of the public is threatened in which case the City can terminate after providing 7 days written notice.
7. **Requirements of Insurance:** Licensee shall not bring or permit anyone to bring into or keep anything in the Premises that will increase the fire hazard, or any rate of insurance carried by CITY. Licensee shall not bring or permit any person to bring into the Premises any animals, living organisms or any other property that creates a potential hazard of any kind, without the prior written consent of the CITY and shall not place or put up any decorations without the prior written consent of the CITY. Licensee shall not bring or permit any person to bring into the Premises any gasoline, fuels, oil flashlights or any other exhibits, or other things placed or permitted to be placed in the Premises by Licensee without the prior written consent of the CITY.
8. **Control of Premises:** CITY does not relinquish the right to control the management of the Premises, to enforce all necessary and proper rules for the management and operation of same. CITY, through Community Center Manager, its police officers, firefighters, and other designated representatives, has the right at any time to enter any portion of the Premises for any purpose and the entire Premises is at all times under the charge and control of the CITY.
9. **Smoking:** Smoking is not permitted anywhere within the Premises.
10. **Parking:** Licensee Parking is available in the adjacent parking lots and/or at the Licensee's discretion using adjacent street parking at the posted rates to the extent available. Parking lot spaces are not assigned. CITY will not be held responsible for any vehicles parked anywhere near the Premises.

11. **Insurance:**

a. Prior to the time Licensee is entitled to right of access to or use of the Premises, Licensee shall procure, pay for and maintain required insurance in amounts required by the City of Dallas Office of Risk Management, written by companies authorized in the State of Texas, and acceptable to the CITY. The insurance shall be evidenced by delivery to the CITY a copy of executed certificates of insurance and/or certified copies of policies executed by the insurer, or its authorized agent as determined by the CITY.

The City of Dallas shall be named as an additional insured.

b. Each insurance policy required above shall include the following required provisions within the body of the insurance contract or by endorsement to the policy:

i. The term of this insurance is for the duration of this License Agreement, and any extension hereof, at Licensee's sole expense.

ii. Companies issuing the insurance policies shall have no recourse against CITY for payment of any premiums or assessments for any deductibles, which all are at the sole responsibility and risk of Licensee.

iii. The term "Owner", "City", or "City of Dallas" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of City and the individual members, employees and agents thereof in their official capacities, or while acting on behalf of the City of Dallas.

iv. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by CITY, to any such future coverage, or to CITY's self-insured retention of whatever nature.

v. Each policy shall require that thirty (30) days prior to the cancellation or any material change in coverage, a notice thereof shall be given to the CITY by certified mail.

vi. Licensee hereby waives subrogation rights for loss or damage against CITY, its officers, agents, and employees from personal injury (including death), property damage or any other loss.

c. CITY reserves the right to review the insurance requirements during the effective period of the License Agreement and to adjust insurance coverages and limits when deemed necessary and prudent by the CITY's Office of Risk Management.

d. Without limiting any of the other obligations or liabilities of the Licensee, the Licensee shall require each Subcontractor performing work under the License Agreement, at the Subcontractor's own expense, to maintain during the term of the License Agreement, levels of insurance that are necessary and appropriate for the services or functions being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name the Licensee as an additional insured.

e. The Licensee shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The Licensee must retain the certificates of insurance for the duration of the License Agreement and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

f. Approval, disapproval, or failure to act by the CITY regarding any insurance supplied by the Licensee shall not relieve the Licensee of full responsibility or liability for damages and accidents as set forth in the License Agreement. Neither shall bankruptcy, insolvency nor denial of liability by insurance company exonerate the Licensee from liability.

12. **Personnel and Services:** Although it is impossible and undesirable to establish an absolute dress and appearance code, the CITY will apply a reasonable and professional workplace standard to Licensees. Licensee agrees that each person employed by Licensee on the Premises will at all times maintain a minimum business casual dress code. Business casual dress is defined as follows:

Casual shirts: All shirts with collars, business casual crew-neck or V-neck shirts, blouses, and golf and polo shirts. Examples of inappropriate shirts include T-shirts, shirts with inappropriate slogans or graphics, tank tops, muscle shirts, camouflage, and crop tops.

Pants: Casual slacks and trousers and jeans without holes, frays, etc. Examples of inappropriate pants include shorts, camouflage, and pants worn below the waist or hip line.

Footwear: Casual slip-on or tie shoes, dress sandals, and clean athletic shoes. Examples of inappropriate footwear include flip-flops and construction or hunting boots.

13. **Removal of Disorderly Persons, etc.:** Center Manager or designee retains the right to remove from the Premises any and all objectionable person or persons from the Premises or any of its facilities.

14. **Alterations:** Licensee will not cause or permit any nails or any other things to be driven into any portion of the Premises, or cause or permit any changes, alterations, repairs, painting, or staining of any part of the Premises or furnishings or the equipment thereof, nor permit to be done anything which will damage or change the finish or appearance of the Premises or the furnishings thereof without written permission from CITY. Licensee will pay all of the costs of repairing any damage which may be done to the Premises or any of the fixtures, furniture or furnishings thereof by any act of Licensee or any of Licensee's employees or agents or anyone visiting the Premises upon the invitation of Licensee including the patrons of the attraction or function for which Licensee hereby is using the Premises. The CITY shall determine whether any damage has been done, the extent of the damage, the cost of repairing the damage, and whether it is damage that the Licensee must pay for under the terms of this License Agreement. The CITY's decision is final unless, within ten days after decision is made, if Licensee is dissatisfied therewith, gives written notice to the CITY of Licensee's desire to appeal to the City Manager from such decision. In the notice, Licensee shall state fully the particulars and grounds upon which Licensee considers the CITY's decision incorrect and no further objections other than the objections so stated will be considered by the City Manager. The decision of the City Manager is final and binding upon Licensee.

15. **Acceptance of Premises:** Licensee agrees that Licensee has examined the Premises prior to the execution of this License Agreement and is satisfied with the physical condition of the Premises, and Licensee's taking possession of the Premises shall be conclusive evidence of its receipt of the Premises in a safe, sanitary and sightly condition and in good repair.

16. **INDEMNITY: LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COST AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY LICENSEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY**

ANY OTHER NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF LICENSEE, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OF THE LICENSEE AND THE CITY, RESPONSIBILITY AND LIABILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE AGREEMENT.

17. **Attorney's Fees:** If CITY files suit to collect the amount owed under this License Agreement for Licensee's use of the Premises, CITY shall be entitled to collect reasonable attorney's fees which shall be at least ten percent (10%) of the principal amount together with any and all other expenses CITY may reasonably incur in the collection of such amount.

18. **Passageways:** No portion of the sidewalks, ramps, entries, corridors, passageways, vestibules, halls, lobbies, stairways, aisles, driveways, or access to public utilities of the Premises shall be obstructed by Licensee or used for any other purpose other than for ingress or egress from the Premises without the prior consent of the CITY. The doors, skylights, stairways, or opening that reflects or admits light into any place in the building, including hallways, fire hose cabinets, corridors, passageways, radiators, and house lighting appurtenances shall not be covered or obstructed by Licensee without the prior written consent of the CITY.

19. **Property left on Premises:** Licensee understands and agrees that: a) all of its property remaining at the Premises 72 hours after the termination of this License Agreement shall be deemed abandoned; and b) by leaving such property that Licensee expressly waives all rights to such effects, to the extent allowed by law. CITY reserves the right after the termination of this Agreement to: a) remove and discard, to the extent allowed by law, all remaining property of Licensee; or b) CITY shall be entitled to charge a reasonable sum per day which shall be determined by the CITY, for such additional period beyond the term of this License Agreement in which the property of Licensee remains at the Premises.

20. **Additional Charges:** Unless stated to the contrary elsewhere in this License Agreement, CITY agrees at the time contemplated herein to furnish the Premises to Licensee lighted, heated, cleaned, etc., and special electrical and utility services.

21. **Care of Premises:** Licensee, at Licensee's own expense shall keep the Premises in a safe, sanitary and slightly condition, in good repair, and shall restore and yield the Premises back to CITY upon the expiration or termination of this License Agreement in good condition and repair, ordinary wear and tear (and damage by the elements or act of God, or by other cause beyond the control of Licensee) excepted. If the Premises are not so kept by Licensee, CITY may enter Premises and do all things necessary to restore the Premises to the condition required, including but not limited to, removal of signs, balloons, tape, and other things not removed by Licensee, or their respective servants, agents, employees, invitees, licensees, or contractors charging the cost and expense thereof to Licensee. Licensee shall be responsible for any expense or payment associated with the repair of any damages to the Premises that occurred as a result of Licensee, Licensee's attendees, contractors, or any associates or parties related to Licensee.

22. COPYRIGHT INDEMNIFICATION: LICENSEE AGREES TO ASSUME FULL RESPONSIBILITY FOR COMPLYING WITH THE FEDERAL COPYRIGHT LAW OF 1978 (17 U.S.C. 101, ET SEQ.) AND ANY REGULATIONS ISSUED THEREUNDER INCLUDING, BUT NOT LIMITED TO, THE ASSUMPTION OF ANY AND ALL RESPONSIBILITIES FOR PAYING ROYALTIES WHICH ARE DUE FOR THE USE OF COPYRIGHTED WORKS IN LICENSEE'S PERFORMANCES OR EXHIBITIONS TO THE COPYRIGHT OWNER, OR REPRESENTATIVE OF SAID COPYRIGHT OWNER, AND LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS, FOR ANY CLAIMS OR DAMAGES GROWING OUT OF LICENSEE'S INFRINGEMENT OR VIOLATION OF THE COPYRIGHT LAW AND/OR REGULATIONS, AND FOR FAILURE TO PAY ROYALTIES WHICH MAY BE DUE. IT IS THE POLICY OF THE CITY THAT USE OF RECORDING DEVICES AND CAMERAS IS STRICTLY PROHIBITED. THE CITY RESERVES THE RIGHT TO CONFISCATE SUCH EQUIPMENT TO BE RETURNED FOLLOWING THE PERFORMANCE. SHOULD LICENSEE WISH TO AUDIO OR VIDEO RECORD THIS EVENT OR PERFORMANCE, A FORMAL REQUEST TO DO SO MUST BE SUBMITTED TO THE CITY IN WRITING. IF APPROVED, ALL TECHNICAL ELEMENTS FOR THE PLACEMENT OF AUDIO OR VIDEO EQUIPMENT MUST BE APPROVED IN ADVANCE BY THE CITY. LICENSEE WILL ALSO FURNISH TO THE CITY OR DESIGNEE THE NAMES OF ALL INDIVIDUALS WHO WILL BE WORKING ON LICENSEE'S BEHALF IN PRODUCING THESE RECORDINGS. LICENSEE UNDERSTANDS THAT THEY ARE RESPONSIBLE FOR SECURING ANY AND ALL RELEASES BY ARTISTS AND PERFORMERS GIVING PERMISSION FOR THE RECORDINGS. IT IS FURTHER UNDERSTOOD THAT LICENSEE IS RESPONSIBLE FOR BOTH REPORTING AND PAYMENT OF ANY MUSIC LICENSING FEES (INCLUDING, BUT NOT LIMITED TO, ASCAP, SESAC, BMI) THAT MAY BE REQUIRED BY LAW.

23. Assignment: Licensee shall not sell, assign, transfer, or convey its interests or rights in this License Agreement or any claim or cause of action related thereto, in whole or in part, nor suffer any use of the premises other than specified in this License Agreement, without the prior written consent of the CITY. Nor shall Licensee subcontract the use of the Premises without the prior written consent of the CITY. Licensee agrees, If CITY consent is given, to ensure that any assignee or permitted entrants will comply with all terms, provisions, covenants, and conditions of this License Agreement. Assignment or subcontracting of this License Agreement shall not relieve Licensee from any of its obligations under this License Agreement. The CITY may sell, assign, transfer or convey its interest or rights in the License Agreement, or any claim or cause of action related thereto, in whole or in part.

24. Restriction on Certain Displays: All displays, and signage are subject to the approval of the CITY. Licensee agrees that it will not display nor permit its agents or permitted entrants to display in the Premises any drug paraphernalia. If the CITY determines that drug paraphernalia is being displayed, City will cause the drug paraphernalia to be removed from the Premises. For the purpose of this License Agreement "drug paraphernalia" means all equipment, products, or materials that are used, intended for use, or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance in violation of the Texas Controlled Substances Act.

25. Unlawful Use: Licensee agrees that every employer, agent, and permitted entrants connected with the purpose for which the Premises are licensed shall abide by, conform to and comply with all laws of the United States, the State of Texas and all ordinances of the City of Dallas, including but not limited to, all rules or regulations for the government and management of the Premises, and will not do, nor suffer to be done anything on the Premises during the term of this License Agreement, in violation of these rules, laws or ordinances. If the

attention of Licensee is called to such violation, Licensee will immediately desist from and correct the violation.

26. Events of Default:

- a. Licensee shall immediately notify the CITY in writing upon becoming aware of any event or condition constituting a default, as described below, or that would, with the giving of notice or passage of time, or both, constitute a default under this License Agreement. Such notice shall specify the nature of the event or condition, the period of existence thereof, and the action Licensee is taking or proposes to take with respect thereto.
- b. The following events shall be deemed to be events of default by Licensee under this License Agreement:
 - i. Licensee fails to pay any installment of the rent herein reserved when due, or any other payment of reimbursement to CITY required herein when due.
 - ii. Licensee becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.
 - iii. Licensee assigns or attempts to assign this License Agreement without the prior written consent of CITY.
 - iv. Licensee deserts or vacates any portion of the Premises.
 - v. Licensee fails to provide to the CITY proof of insurance; or
 - vi. Licensee fails to comply with any other term, provision, or covenant of this License Agreement.

27. Remedies:

- a. Upon the occurrence of any such events of default in Paragraph 27 of this License Agreement, CITY shall have the option to pursue any one of the following remedies upon written notice to Licensee:
 - i. Termination of this License Agreement, in which event Licensee shall immediately surrender the Premises to CITY, and if Licensee fails to do so, CITY may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and expel or remove Licensee and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages stemming therefrom. Licensee agrees to pay to CITY on demand the amount of all loss and damage which CITY may suffer by reason of such termination, whether through inability to recommit the use of the Premises on satisfactory terms or otherwise.
 - ii. Entrance upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefrom, and performance of whatever Licensee is obligated to do under the terms of this License Agreement, and Licensee agrees to reimburse CITY on demand for any expenses which CITY may incur in thus effecting compliance with Licensee's obligations under this License Agreement, and Licensee further agrees that CITY shall not be liable for any damages resulting to Licensee from such action, whether caused by the negligence of CITY or otherwise.

b. Pursuit of any of the foregoing remedies shall not preclude pursuit of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any monies due to CITY hereunder or of any damages accruing to CITY by reason of the violation of any of the terms, provisions and covenants contained herein. Upon an event of default, any failure of CITY to enforce any one or more of the remedies provided herein shall not be deemed or construed to constitute a waiver of such default or a waiver of CITY's right to enforce any such remedies with respect to such default or any subsequent default.

28. **Notices:** All notices required or permitted under this License Agreement may be given to a party personally or by certified mail, return receipt requested, addressed to such party at the address stated below or to such other address as one party may from time to time notify the other in writing. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

If intended for CITY, to:

Jessica Galleshaw, Director
Office of Community Care
1500 Marilla St., 6BN
Dallas, TX 75201

If intended for Licensee, to:

29. **Successors and Assigns:** This License Agreement shall be binding upon and enforceable against the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and, except as otherwise provided in this License Agreement, their assigns.

30. **Matters Not Covered:** Any decision affecting any matter not expressly provided for in this License Agreement shall rest solely within the discretion of CITY, acting through its City Manager and the CITY.

31. **Venue:** The parties herein agree that this License Agreement shall be enforceable in Dallas, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.

32. **Force Majeure:** If (a) The Premises or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Premises for the purposes and during the periods specified in this License Agreement, or (b) if the use of the Premises by Licensee shall be prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of CITY, then this License Agreement shall terminate and Licensee hereby waives any claim against CITY for damages by reason of such terminations except that any unearned portion of the rent due hereunder shall abate, or, if previously paid, shall be refunded by CITY to Licensee.

33. **No Partnership:** Nothing contained in this License Agreement shall be deemed to make CITY and Licensee partners or joint venturers with each other.

34. **No Waiver:** No waiver by CITY of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.
35. **Multiple Parties:** If more than one Licensee is named in this License Agreement, service of any notice on any one of the Licensees shall be deemed service on all Licensees.
36. **Joint and Several Liability:** If more than one Licensee is named under this License Agreement, the obligation of all such Licensees shall be, and is, joint and several.
37. **Subordination:** This License Agreement is made subject to the provisions of the charter and ordinances of the City of Dallas, as amended, and all applicable laws of the State of Texas.
38. **Governing Law:** This License Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.
39. **Section Headings:** The section headings in this License Agreement are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of this License Agreement.
40. **Severability:** In case any one or more of the provisions contained in this License 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 provision hereof and this License Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
41. **Conflict of Interests:**
- a. Licensee and its employees, agents or associates are required to make regular, timely, continual, and full disclosures to the CITY of all significant outside interests and responsibilities that may give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in Licensee's performance of all of the services under this License Agreement. Such disclosures must be made no later than ten days following the event giving rise to the potential or actual conflict of interest for the duration of the License Agreement term. A potential or actual conflict of interest exists when commitments and obligations to the CITY or widely recognized professional norms are likely to be compromised in Licensee's performance of its duties under this License Agreement by the existence of Licensee's other professional relationships, contracts, obligations, or commitments. Failure to disclose such a conflict of interest may result in the CITY's immediate termination of this License Agreement by the City Manager.
 - b. The following section of the Charter of the City of Dallas ("City") shall be one of the conditions, and a part of, the consideration of this License Agreement, to wit:

“CHAPTER XXII. Sec 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED –

- (a) No officer or employee shall have any financial interest, direct or indirect, in any License Agreement with the City of be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer’s or employee’s office or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the License Agreement involved voidable by the City Manager or the City Council.
- (b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.
- (c) The prohibitions of this section shall not apply to the participation of City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.”
- (d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.
- (e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.
- (f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9)”

42. **Gift to Public Servant Prohibited:**

- a. CITY may terminate this License Agreement immediately if Licensee has offered or agreed to confer any benefit upon a City of Dallas employee or official that the City employee or official is prohibited by law from accepting.
- b. For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.
- c. Notwithstanding any other legal remedies, CITY may require Licensee to remove any employee of the Licensee who has violated the restrictions of this section or any similar state or federal law and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

43. **Notice of Breach of Contract Claim:** This License Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against the CITY. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference, and made a part of this License Agreement as if written word for word in this License Agreement. Notwithstanding, and in addition to, all other requirements in this License Agreement related to notices, claims, and notice of claims, Licensee shall fully comply with the requirements of Section 2-86, including filing a notice of claim with the City

Manager in writing, in the form prescribed in Section 2-86, as a condition precedent and a jurisdictional prerequisite to the filing of a lawsuit to recover damages for any alleged CITY breach of this License Agreement.

44. **Authority to Enter into Contracts:** The person(s) signing this License Agreement on behalf of the Licensee, warrants that they are authorized to make this Agreement on behalf of the Licensee, respectively, and have the authority to bind the Licensee to this Agreement.

45. **Entire Agreement:** This License Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties hereto attached to and made a part of this License Agreement.

EXECUTED this, the _____ day of _____ 20__, by City, signing by and through its City Manager, duly authorized to execute same by Administrative Action No. _____ approved on _____, 20__, and by Licensee, acting through its duly authorized official.

CITY OF DALLAS
OFFICE OF COMMUNITY CARE

LICENSEE

Director of Community Care

Date

Name/Company

Authorized Signatory

Printed Name and Title

Date

CITY OF DALLAS:
T.C. Broadnax
City Manager

BY _____
Assistant City Manager

Table 1. Available Space at the Community Centers (**Vacant**)

West Dallas Multipurpose Center 2828 Fish Trap Road, Dallas, TX 75212 214-670-6341	Dr. Martin Luther King, Jr. Community Center 2922 MLK Boulevard, Dallas, Texas 75215 214-670-8418
North Wing	Building A
N 100	Suite 101
N 101	Suite 104
N 102	Suite 115
N 103	Suite 116
N 104	Suite 118
N 105	Suite 124
N 106	Suite 129
N 107	Suite 131
N 108	Suite 131B
N 109	Suite 132B
N 110	Suite 135
N 111	Suite 146
N112	
South Wing	Building B
S 100 Conference Room South	Suite 301
S 107 Training Room South	
West Wing	
W 100 Activity Room 1	
W 101 Activity Room 2	
W 103 Technology Room	
W 104 Teaching Kitchen	
W 105 Conference Room West	
East Wing	
E 100 Conference Room East	

Exhibit A



Office of
Community Care

Semi-Annual Program/Project Report

<i>Program Title</i>	
<i>Dates</i>	
<i># Served</i>	
<i>Org. Name</i>	

Program Summary (attach flyer)

Please provide a summary of the programs purpose, scope, and target population.

Please ensure that your report is submit within 60 days of your event.

Demographic Summary

Please provide a summary of the program participants (age, gender, race/ethnicity, zip code).

Age

Gender

Race/Ethnicity

Zip Code

Activities and Accomplishments

1. What measurable outcomes did you establish for this project and what indicators did you use to measure performance? To what extent did your project achieve the outcomes?

2. What, if any, challenges did you face during the project and what actions did you take to address these challenges?

3. What impact do you think this project has had to date? What are the lessons you learned from undertaking this project?

4. Over the entire project period, how were the the key publications and communications disseminated or communicated? Products and communications activities may include articles, issue briefs, fact sheets, newsletters, survey instruments, sponsored conferences and workshops, websites, audiovisuals, and other informational resources.

5. How will project activities be sustained? Please note your significant partners in this project and if/how you will continue to work on this activity.

Exhibit B



Office of **Community Care**

Annual Program/Project Report

<i>Program Title</i>	
<i>Dates</i>	
<i># Served</i>	
<i>Org. Name</i>	

Program Summary (attach flyer)

Please provide a summary of the programs purpose, scope, and target population.

Please ensure that your report is submit within 90 days of your event.

REV. 08/23

Demographic Summary

Please provide a summary of the program participants (age, gender, race/ethnicity, zip code).

Age

Gender

Race/Ethnicity

Zip Code

Activities and Accomplishments

1. What measurable outcomes did you establish for this project and what indicators did you use to measure performance? To what extent did your project achieve the outcomes?

2. What, if any, challenges did you face during the project and what actions did you take to address these challenges?

3. What impact do you think this project has had to date? What are the lessons you learned from undertaking this project?

4. Over the entire project period, how were the the key publications and communications disseminated or communicated? Products and communications activities may include articles, issue briefs, fact sheets, newsletters, survey instruments, sponsored conferences and workshops, websites, audiovisuals, and other informational resources.

5. How will project activities be sustained? Please note your significant partners in this project and if/how you will continue to work on this activity.