



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10-11-10		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - x7479				
CAPTION				
To approve a contract by and between the City of Plano and Plano Economic Development Board, Inc. in the amount of \$855,758.00 to initiate, promote, monitor and perform activities related to economic development; and authorizing the City Manager or his designee to execute any and all documents in connection herewith.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	855,758	0	855,758
Encumbered/Expended Amount	0	0	0	0
This Item	0	-855,758	0	-855,758
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: This item in the amount of \$855,758 is included in the approved 2010-11 budget.				
STRATEGIC PLAN GOAL: Economic Development relates to the City's Goal of "Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This item approves the Agreement with Plano Economic Development Board, Inc. to perform activities related to economic development.				
List of Supporting Documents: Agreement			Other Departments, Boards, Commissions or Agencies	

**AGREEMENT BETWEEN CITY OF PLANO
AND PLANO ECONOMIC DEVELOPMENT BOARD, INC.**

STATE OF TEXAS)
)
COUNTY OF COLLIN) **KNOW ALL PERSONS BY THESE PRESENTS**

THIS AGREEMENT, this day made and entered into by and between the **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as "City"), and the **PLANO ECONOMIC DEVELOPMENT BOARD, INC., OF PLANO, TEXAS**, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "Board");

WHEREAS, it is deemed to be in the best interest of the residents of and the City of Plano to expend public funds for business expansion, redevelopment, attraction, and retention within the corporate limits of the City of Plano; and

WHEREAS, the City of Plano has employees who are knowledgeable in the field of economic development so that these employees can serve a valuable public service by assisting the Board in facilitating business expansion, redevelopment, attraction, and retention within the corporate limits of the City of Plano; and

WHEREAS, the City Council finds that expending public funds for business expansion, attraction, and retention is a valid public purpose; and

WHEREAS, on October 11, 2010, the Plano City Council authorized that an amount up to **EIGHT HUNDRED FIFTY FIVE THOUSAND SEVEN HUNDRED FIFTY EIGHT AND 00/100 DOLLARS (\$855,758.00)** shall be expended for the purposes as outlined in the attachment entitled "Plano Economic Development Board, Inc. Program of Work FY 10/11"; and

WHEREAS, the Board has established itself as being able to initiate, promote, monitor and perform activities related to economic development.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**Section I.
Purposes/Consideration; Priority of Documents; Designees**

1.01 Purpose/Consideration. The purpose of this Agreement is to provide terms and conditions under which City shall make available personnel and grant funding for in-kind services as shown in **Exhibit "B"**, the cumulative value of which shall be an amount up to **EIGHT HUNDRED FIFTY FIVE THOUSAND SEVEN HUNDRED FIFTY EIGHT AND 00/100 DOLLARS (\$855,758.00)** to be used for business expansion, attraction, redevelopment, and retention within the corporate limits of the City of Plano.

City's source of these grant funds is general revenues derived from collection of property, sales and other taxes, as well as other sources. In consideration of the City of Plano providing and administering funding for in-kind services shown in **Exhibit "B"**, including city employees that are on loan to the Plano Economic Development Board, in the amount of **EIGHT HUNDRED FIFTY FIVE THOUSAND SEVEN HUNDRED FIFTY EIGHT AND 00/100 DOLLARS (\$855,758.00)** for the 2010-2011 fiscal year, Board shall abide by the terms and conditions of this Agreement.

1.02 Priority of Documents. This Agreement consists of: Agreement Between City of Plano and Plano Economic Development Board, Inc.; Plano Economic Development Board, Inc. Program of Work FY 10/11, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**; Board's FY 10/11 Proposed Budget Request, a copy of which is attached hereto and incorporated herein as **Exhibit "B"**; General Conditions of Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit "C"**, and an Affidavit of No Prohibited Interest, a copy of which is attached hereto and incorporated herein as **Exhibit "D"**. The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

1.03 Designees of Parties. Whenever used in this Agreement, the terms City, Plano City Manager, and Board shall also include the designees of each of the respective parties.

Section II. Permitted Uses of Funds

2.01. Board shall use any and all funds furnished by City under this Agreement for the purposes outlined in **Exhibits "A" and "B"**. City shall be responsible for administering funds provided hereunder.

a. If during the term of this Agreement, the Board wishes to utilize funds for purposes other than stated in **Exhibits "A" and "B"**, such change will only be allowed as follows:

1. Board, as evidenced by the official minutes of the Board authorizing the change, must first approve all changes;

2. The Board shall submit the request for the change to the City Manager, or his designee, for approval. The request for change shall state the reason for and the amount of the change requested.

3. No expenditure of funds contrary to the terms of this Agreement is permitted until written approval is received from the City Manager or his designee.

2.02 All funds shall be utilized in compliance with the Agreement and attachments hereto. Agreement compliance is defined as:

a. At least 90% of expenses funded by City monies and budgeted in each category of the application must be spent in that category. Notwithstanding the foregoing, funds may be shifted between categories with the approval of the Board and the Plano City Manager or his designee;

b. All other conditions of this Agreement must be met.

2.03 Board agrees to the general conditions of the grant as set forth in the attachment entitled "General Conditions of Contract" (hereinafter referred to as the "General Conditions"), a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "C"**.

2.04 Any City grant funds remaining with Board which are not expended or which are unencumbered on September 30, 2011, will revert to the City general revenues. However, upon the written request of Board and the written approval of City, funds remaining with Board on September 30, 2011, may be retained for use as approved by City.

Section III. Obligations of the Parties

3.01 General. City shall loan City employees to Board to be used for those purposes outlined in this agreement, including but not limited to providing administrative functions for Board activities, providing accounting, banking and investment services and acting as the custodian of funds.

3.02 City Employees. City shall loan up to five (5) full time employees to Board for the purpose of conducting economic development activities to fulfill Board's obligations to City as specified in this Agreement (hereinafter "Employee(s)" or "City Employee(s)"). The following Employees shall be provided for the purposes specified below:

- a) One of the Employees shall serve as Executive Director of the Plano Economic Development Board, Inc.;
- b) One Employee shall deal with issues related to businesses currently operating in Plano and in that capacity shall act as the Director of Business Retention and Expansion;
- (c) One Employee shall act as the Director of Technology Marketing and Redevelopment; and
- (d) Two Employees shall serve as an Administrative Assistants and provide clerical and secretarial support for Board and City Employees.

Section IV.
Suspension of Services

Upon thirty (30) days prior written notice to Board, City may temporarily suspend personnel services being provided to Board, either in whole or in part. City may exercise these options without cause and without prejudice to any remedy that City may be entitled to at law, in equity, or otherwise under this Agreement.

Section V.
Quarterly Reports to City

Staff shall present monthly oral reports of Board's activities to the Plano City Manager, who may require staff to present such reports to the Plano City Council. Each report shall contain information regarding the Board's activities for the previous month, including but not limited to, completed and on-going projects of Board, and any other information as requested by the Plano City Council or City staff. In addition the Board shall present an annual progress report outlining the Board's accomplishments over the previous calendar year. City will provide budget reports to Board upon request.

Section VI.
Term

The term of this Agreement shall coincide with the City's fiscal year, October 1, 2010, through September 30, 2011. At the expiration of this Agreement, Board shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including but not limited to the submission of a final report to City.

Board and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

Section VII.
Independent Contractor

Board covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Board shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, except for City Employees, and shall be responsible for the acts and omissions of its officers, agents, contractors, subcontractors, consultants, and employees, other than City Employees provided pursuant to this Agreement; that the doctrine of respondeat superior shall not apply as between City and Board, and their respective officers, agents, employees, contractors, subcontractors and consultants,

and nothing herein shall be construed as creating a partnership or joint enterprise between City and Board.

**Section VIII.
Disbursement of Funds**

8.01 Funds provided for under this Agreement shall be disbursed as follows:

a. Recurring items such as office supplies, bills such as telephone, copier, mail, etc., shall be funded as soon as practical after October 1, as provided in this Agreement.

b. Non-recurring expenses such as purchases for capital equipment, travel, etc. shall be funded as soon as practical after the expense occurred as provided in this Agreement.

c. Expenses incurred after the termination date will not be reimbursed under this Agreement and the City shall assume no liability for same.

**Section IX.
Affidavit of No Prohibited Interest**

Board acknowledges and represents it is aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. At the time of execution of this Agreement, a duly authorized representative of Board shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "D"**. By execution, Board acknowledges and accepts that the existence of a prohibited interest at any time during the term of this Agreement will render the Agreement voidable.

**Section X.
Insurance Requirements/Indemnification**

10.01 Insurance. At its own expense, Board agrees to maintain during the term of this Agreement, or any extension thereof, insurance as follows:

a. Commercial General Liability - \$500,000 combined single limit coverage with \$1,000,000 general aggregate covering all premises, contents, and operations and including Personal Injury. The general aggregate limit is to apply per project.

b. The City is to be named as an additional insured in Board's Commercial General Liability policy.

c. A ten (10) day notice of cancellation or nonrenewal in writing shall be furnished by the Board's insurance carrier(s) or insurance agent(s) to the City's Risk Manager.

d. All companies must be authorized to do business in the State of Texas. The City of Plano prefers that all insurance companies be rated "A-VI" by A.M. Best or "A" or better by Standard and Poors.

10.02 Indemnification.

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

**Section XI.
Non-Assignment**

Board shall not assign any interest in this Agreement, whether in whole or part, without the prior written approval of the City Council as reflected by a duly authorized resolution. Any such unapproved assignment shall render this Agreement voidable by City.

**Section XII.
Termination**

Either party shall have the right to an early termination of this Agreement by giving the other party written notice of intention of such early termination, with such notice to be given in writing sixty (60) days before the desired early termination date. The right to early termination of this Agreement is specifically reserved to both parties. However, such commitments and obligations of Board existing prior to notice of early termination shall be honored and shall not prejudice the right of Board to pay such costs previously incurred and to be paid out of the funds furnished by City. In the event of such early termination, or at the end of the term of this Agreement, Board agrees to return to City the unused balance of any funds previously disbursed to Board by City pursuant to this Agreement within ten (10) days of either event.

In the event Board breaches any of the terms or conditions of this Agreement, whether in whole or part, City shall have the right to immediately terminate this Agreement by providing written notice to Board, notwithstanding any provisions to the contrary. In the event of termination for breach, Board shall be solely responsible for funds expended contrary to the terms and conditions of this Agreement.

**Section XIII.
Miscellaneous**

13.01 Entire Agreement/Amendment. This Agreement and its attachments embody the entire agreement between the parties and may only be modified, amended or supplemented in writing if executed by both parties.

13.02 Authorized to Execute/Binding on Board. The undersigned represents and warrants that he or she is the duly authorized representative of Board and that this Agreement has been approved and accepted by the Board of Trustees (or equivalent) of Board pursuant to Board resolution, a certified copy of which is attached hereto.

13.03 Binding on the City of Plano. This Agreement shall not be considered fully executed or binding on the City of Plano until the same shall have been executed by Board, the City Manager or his designate, and the City Secretary, and approved and accepted by the City Council of the City of Plano in open meeting as required by law. After such approval and acceptance, City shall deliver to Board a certified copy of the Resolution as evidence of the authority of the City Manger or his

designate to bind the City of Plano to the covenants, terms and provisions of this Agreement and to perform the same in accordance herewith.

The parties agree that they, their officials, successors, legal representatives and administrators are bound to the terms and conditions of this Agreement.

13.04 Notice. Notice as required by this Agreement shall be in writing delivered to the parties as follows:

<u>City</u>	<u>Board</u>
Karen Rhodes c/o Budget Department City of Plano P.O Box 860358 Plano, Texas 75086-0358	Thomas Quirk Executive Vice President Plano Economic Development Board, Inc. 5601 Granite Parkway, Suite 310 Plano, Texas 75024
Telephone: 972/941-7194	Telephone: 972/208-8300
Fax: 972/941-7434	Fax: 972/208-8305

13.05 Paragraph Headings. The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provisions in this Agreement.

13.06 Contract Interpretation. Although this Agreement is drafted by City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

13.07 Venue. In the event of breach of this Agreement, venue for all causes of action shall be instituted and maintained in Collin County, Texas

IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE _____ DAY OF _____, 2010.

**PLANO ECONOMIC DEVELOPMENT
BOARD, INC. OF PLANO, TEXAS**

Date: _____

By: _____
Thomas Quirk
Executive Vice President,
PLANO ECONOMIC
DEVELOPMENT BOARD, Inc.

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2010, by Thomas Quirk, Executive Vice President of **PLANO ECONOMIC DEVELOPMENT BOARD, INC. OF PLANO, TEXAS**, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2010 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

EXHIBIT "A"



PROGRAM OF WORK FY 10/11

The Mission of the Plano Economic Development Board, Inc. is to:

- ❑ To identify and recruit businesses which contribute to Plano's economic well being by broadening and diversifying the tax base and creating quality employment opportunities, while maintaining the high quality of life.

- ❑ Provide for a vibrant economy through a pro-active business retention and expansion program that encourages Plano companies to grow and expand their presences in Plano.

- ❑ Encourage the local economy through a business re-development program that focuses on stimulating new investment in targeted geographic areas.

- ❑ Promote a pro-business environment in Plano, in coordination with the City of Plano, Plano Independent School District, Collin College, Collin County, Plano Chamber of Commerce and other interested parties, through the development of policies and resources that create sustainable competitive advantages.

PLANO ECONOMIC DEVELOPMENT BOARD, INC.
PROGRAM OF WORK
FY 10/11

ORGANIZATIONAL INITIATIVES

The organizational outreach and business recruitment efforts of the Plano Economic Development Board, Inc. will include, but are not limited to, the following initiatives:

- Pro-actively market the comparative advantages of Plano, on a local, national, and international basis, as the optimum city for relocation and expansion.
 - Conduct marketing trips to and advertising campaigns in targeted regions.
 - Distribute annual Progress Report, aerials map(s), CD, Community Profile and other collateral materials to targeted audiences.
 - Conduct ongoing campaign to market the community to Site Selectors.
 - Create and distribute quarterly newsletter
 - Work with media to promote new real estate deals and Plano.
 - Create two industry-profile brochures.

- Improve and evolve the new PEDB website to ensure relevance to the business, real estate and site selection communities.

- Partner with Collin County communities on opportunities to jointly promote the County as an advantageous location for relocations and expansions.

- Secure projects that represent 2,000 employment opportunities for the citizens of the community.

- Network with key members of the real estate brokerage and development community to promote and reinforce Plano's standing as the optimum city for relocation and expansion.
 - Participate in events to detail recent developments and opportunities.
 - Conduct meetings and outreach with top six leading tenant brokers; coordinated by Director of Technology Marketing.
 - Attend trade shows/conferences that pertain to corporate real estate, economic development and professional education.

- Stimulate technology entrepreneurship and small business development.
 - Work with partners to organize matchmaking program to link high-potential technology entrepreneurs and small companies with investors and venture capitalists.

- Expand and maintain the Economic Development contact management data base detailing activities, issues, recognitions, correspondence and projects.

- Collaborate with the Collin County Community College District, University of Texas – Dallas, and Southern Methodist University-in-Plano on opportunities to improve the skills, training and education of Plano's workforce.

RETENTION AND EXPANSION

The Business Retention and Expansion program is designed to sustain positive and ongoing relationships with businesses in Plano that promote a vibrant economy, encourage long term business success, and optimize opportunities for expansion and employment growth. These efforts will include, but are not limited to, the following initiatives:

- Conduct 80 Business Retention & Expansion visits with executives of Plano firms to:
 - Determine level of satisfaction with local business climate
 - Explore opportunities for existing business expansion or contraction
 - Explore plans for employee growth and retention
 - Identify areas of interest or concern
 - As applicable, involve Plano's leadership in resolution of concerns identified
 - Communicate relevant information identified with other regional allies

- Target businesses with expiring leases to encourage and influence lease renewal. Influence a lease renewal rate of 75% or greater.

- ❑ Organize business meetings or “Breakfast with the Mayor and City Council” events focused on relevant informational topics or feedback on Plano’s business climate. Host four events annually based on industry or geographic sectors.
- ❑ Collaborate with Collin College to promote information on workforce training and grant opportunities for Plano businesses.
- ❑ Collaborate with Small Business Development Center on an event or program to inform and assist small businesses in Plano.
- ❑ Explore opportunities with Plano Convention and Visitors Bureau to develop a campaign to promote the use of Plano hotels, meeting venues, and associated trades for business events in Plano.
- ❑ Conduct business satisfaction survey:
 - Goal: Launch electronic survey to over 600 business stakeholders to identify:
 - Satisfaction for doing business in Plano
 - Opportunities for business expansions
 - Business interests or concerns
 - Trends in business segments

MARKETING & REDEVELOPMENT

The technology marketing program of the Plano Economic Development Board will be designed to communicate the advantages of doing business in Plano, and the redevelopment efforts will be tailored to the needs of targeted areas of the community. These initiatives will include, among others, the following:

- ❑ Assist in the continued development of the **Research/Technology Crossroads** by both responding to the needs of area developers, real estate professionals and local businesses.
 - Market available sites to site selectors.
- ❑ Refine and implement a marketing program and the associated collateral materials designed to encourage relocation or expansion of technology businesses and other desirable employers into targeted areas.
 - Maintain a page on the website dedicated to R/T area.
 - Attend at least three technology trade shows and seek to cultivate four prospects per trade show.
- ❑ Assist in the coordination of the Southeast Plano Business Alliance to increase development of the area and its businesses.
 - Serve as advisor and on committees.
 - Promote alliance to new and existing firms.
- ❑ Work closely with the Director, Business Retention & Expansion and participate in at least 12 interviews with executives of eastern Plano firms.
 - Share information of at risk companies.
 - Develop leads of potential suppliers and partners.
- ❑ Stimulate redevelopment of aging retail sites.
 - Organize informal network of retail advisors to develop strategies to revitalize aging shopping centers.
 - Identify qualified developers and capital partners for potential redevelopment and or adaptive reuse, and connect them with owners of problematic sites.
 - Attend ICSC events and market to targeted retailers.
- ❑ Continue collaborating with existing businesses, developers and academic institutions to develop an interactive media/video game cluster in Plano.
 - Develop marketing collateral for prospective companies.
 - Attend two industry conferences.
 - Form and convene a Digital Media Cabinet for Plano companies and academic institutions to meet annually.

EXHIBIT "B"

PLANO ECONOMIC DEVELOPMENT BOARD, INC. REQUEST FY 10/11

BUDGET CATEGORY	10/11 REQUEST
610 Personal Services	
6103 Classified Salaries	\$410,469
6113 Longevity	\$2,732
6121 RSP	\$14,366
6122 TMRS	\$69,466
6123 Health Insurance	\$63,617
6125 Life Insurance	\$3,899
6127 Medicare	\$6,053
6132 Long Term Disability	\$328
6133 OPEB	\$10,080
Sub-Total	\$581,010
6141 Car Allowance	\$4,260
Sub-Total	\$585,270
620 Materials and Supplies	
6201 Office Supplies	\$3,000
6202 Postage	\$750
6203 Publications	\$713
6204 Food	\$3,000
6208 Minor Apparatus	\$1,000
6219 Promotional Supplies	\$5,000
6251 Software--Non-Capital	\$1,000
6252 Hardware--Non-Capital	\$1,000
Sub-Total	\$15,463
630 Contractual/Professional	
6303 Communications	\$2,500
6305 Insurance	\$2,900
6306 Advertising	\$143,797
6307 Travel/Professional Dev.	\$20,000
6312 Contracts-Professional	\$11,000
6313 Maintenance Agreements	\$972
6342 PC Replacement Charges	\$0
6346 Equipment Rentals	\$840
6347 Copy Machine Rental	\$1,616
6353 Leased Space	\$67,300
Sub-Total	\$250,925
640 Sundry	
6443 Associations	\$3,100
6499 Miscellaneous	\$1,000
Sub-Total	\$4,100
Grand Total	\$855,758

EXHIBIT "C"

GENERAL CONDITIONS OF AGREEMENT

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V of the Agreement. Disbursements may cease if reports are not submitted.
- (2) All procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City, at City's option.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, and/or recovery of previous payments, disqualification from future participation in grant program offered or sponsored by or through City.
- (5) Programs, activities, employment opportunity, etc. funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religious, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of American, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statues, and regulations, and said laws shall apply to all parties and beneficiaries under this contract as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or

for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.

- (9) The City shall have the right to review any and all contracts to be let by the Contractor prior to execution by the Contractor, and to require such terms and conditions as it deems necessary to protect the City's interests to be modified, added, or deleted.
- (10) For a non-profit corporation in existence for more than one (1) year at the time of the execution of this Agreement, Contractor agrees to provide a sworn statement attesting to the fact that the status of the Contractor is currently valid as a non-profit corporation.
- (11) If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- (12) City of Plano will utilize its equipment, materials, and personnel to publish newsletters for Contractor.

EXHIBIT "D"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of _____ and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of _____ is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

**PLANO ECONOMIC DEVELOPMENT BOARD, INC., a
Texas non-profit corporation**

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
2010.

Notary Public, State of _____