Memorandum

To: Thomas H. Muehlenbeck, City Manager

CC: LaShon Ross, Assistant City Manager

From: Amy Fortenberry, Director of Parks & Recreation

Date: 6/8/2010

Re: Proposed Service Agreement – Douglass Community Center

The Parks and Recreation Department is exploring creative opportunities to continue service delivery during the current recession and into the future. The Department has adopted the mission statement of "Enriching Plano through parks, facilities, programs, and *resource stewardship*."

We have started using a tool based on the MacMillan Matrix for nonprofit agencies that has been modified for the public sector to determine how to approach our budget recommendations. We have found that each service must be evaluated individually due to the unique qualities of each. The matrix relates back to the mission and vision of the organization and is based on the assumption that duplication of existing comparable services will eventually weaken those services resulting in quality degradation and decreased cost effectiveness. The tool helps to organize thoughts and focus efforts because we are financially unable to be all things to all people. This exercise helps determine if we are the best organization to provide a service for the community. Are there adequate resources to provide the service? And, are there opportunities to work with another organization to provide services in a more efficient and responsible manner?

In working the Douglass Community Center operations through this matrix, we have concluded that, while the Douglass Community Center "fits" our agency's values and vision, it is not economically viable in its current structure, our market position is weak, and alternative coverage in this neighborhood is high (due to the presence of the Boys and Girls Club of Collin County in the same building and the close proximity to the Plano Senior Recreation Center). The matrix suggests that we either divest ourselves of this service or collaborate to enhance and improve the service while avoiding duplication of effort to achieve our mission of resource stewardship. Based on this information, I recommend that the City expand its agreement with the Boys and Girls Club of Collin County (BGCCC) to include the daily operational functions of the Douglass Community Center. By doing so, we can continue to provide services to our residents and decrease the financial burden on the General Fund.

I have attached a proposed agreement for your consideration. In broad terms, the agreement extends the responsibility of daily operation to the BGCCC and includes service provisions for the Community Center functions. As part of the agreement, the BGCCC will assume the cost for utilities, maintenance, landscaping, etc. This agreement will allow the City to save $452,569 in cost center 661 and $87,844 from cost centers 352 and 353. The annual revenues are projected to be $47,200 ($20,000-BGCCC payment and $27,200 program fees and room rentals) making the potential net savings for the agreement **$493,213.**

There has been extensive discussion and review of this concept since early fall. A group of citizens has expressed their concerns about the center's future. While there are no guarantees to provide for perpetual existence for the center, I do think that a nationally known entity with a successful history in the Douglass Community is a solid partnering choice. Nationally, the Boys and Girls Club has provided community center functions in other cities and locally, they can tap into their past experience and history of service in the Douglass Community. If the City retains the center operations, significant reductions are likely due to the budget deficits that are projected for the next two years. In short, this agreement preserves services and hopefully keeps them from being subject to future reductions.

In the following pages, I have attempted to outline what the perceived gains and losses might be under this agreement:

What will the neighborhood gain?

- Continuation of community center services. Under an agreement with the BGCCC the center jumps from 11% cost recovery in FY 2008-09 to 100%. This preserves services at the center and makes additional reductions in future years unnecessary. FY 2010-11 is the third consecutive year requiring significant budget reductions. With large deficits projected for at least two more years (FY 2011-12 and FY 2012-13), programs with little to no revenue are likely to be hit hard with reductions.
- Expanded programs for children ages 6-18. The BGCCC touts award winning programs with measurable results. Children must be enrolled in the club to participate in the programs. The fee is $25 annually; however, the Club has a policy that no child is turned away for inability to pay.
- Education and career development. The BGCCC provides comprehensive homework help and after school tutoring. 99% of club members advance to the next grade on schedule and club members have a 100% high school graduation rate. In 2009 every one of the BGCCC's graduating seniors was accepted to a four year college.
- Health and life skill programs. These programs are designed to help young people resist alcohol, tobacco and drug use, as well as premature sexual activity. Since the beginning of the SMART Moves program 10 years ago, the BGCCC has no current members involved in gangs or in the juvenile justice system.

- Community events. The Club will continue to provide and/or participate in Community events such as: Lights after School, Day for Kids, Thanksgiving and Christmas Community Dinners, Anti-Drug Rallies, School Supply Drive, Christmas Toy Drive as well as continuing with culturally rich programs such as MLK Day and Black History Month programs.
- Character development programs for youth and teens to explore education and career opportunities, free enterprise, and social recreation
- Transportation from PISD schools (with a co-pay) for the after school care program where children receive academic assistance and access to the other BGCCC programs.
- Hot dinner. Children are fed a hot, cooked meal each day in corroboration between the North Texas Food Bank, the BGCCC and Capital One. In the summer months, members will receive three meals per day. A snack and hot dinner will be provided during the school year.
- Programmatic and/or policy differences between Douglass Community Center and recreation centers would be more accepted under BGCCC management than City. For example, organized practices are not allowed in the recreation center gymnasiums due to space limitations. This could be a component of the operation under the BGCCC. It is difficult to explain to area teams why they cannot practice in the gyms while a Douglass team is allowed to hold an organized practice at the Thomas Gymnasium. Similarly, classes that are low fee or no fee would not be directly compared to the same offering at a recreation center.
- Exposure to the arts. Youth have the opportunity to develop their creativity and cultural awareness through knowledge and appreciation of performing arts, music, art, literature, and drama.
- BGCCC partnerships allow for resources not available due to fiscal limitations in City budget. The City has to rank its budget priorities and during leaner years legal mandates and/or safety issues will take priority over needs at the Community Center.
- Peer support groups. Activities and programs that promote responsibility and reinforces positive behavior. The programs are age specific and designed to help teach youth and teens develop the confidence needed to make intelligent choices.
- Eliminates the separation between the Community and the BGCCC. Currently, some of the children are labeled as “Douglass kids” while the majority of the children using the center are in enrolled in the BGCCC programs. This led to perceived inequities when a Douglass kid couldn’t have access to a program or hot meal. In reality, the only thing barring the Douglass kid from accessing these services was the fact that they hadn’t registered with the BGCCC. I believe the mere presence of the City staff limits the ability of the BGCCC to provide these services to all of the youth. Similarly, the presence of the BGCCC limits the City staff’s effectiveness.
- At-Risk Adult Programs. The BGCCC plans to partner with PISD to provide parent and family services. This will include: parent education, GED, literacy, and computer classes, access to PISD online student resources, career training, and more.

What will the neighborhood lose?

- Individual attention for senior citizens. A full time employee is dedicated to providing programs for approximately 20 senior citizens including transportation to/from the center, one day per week. The Plano Senior Recreation Center, however, is 1.1 miles by car (4 minutes) or 1 mile walk (20 minutes) and offers expanded services for this age group. In FY 2008-09, transportation to and from the Plano Senior Recreation Center was discontinued and the Plano Senior Rides program was promoted as a way to get transported to and from the center. It went unnoticed that the Douglass Seniors were afforded this transportation while seniors in other parts of town had their free service eliminated.
- Reduced hours of operation. Currently, the posted hours of operation are Monday-Thursday 1-9 pm, Friday 1-7 pm, Saturday 9 am-5 pm, and Sunday 1-5 pm. The proposed agreement allows children ages 6 - 18 into the building on Monday-Friday 3-9 pm and adults age 19 and older from 11 am - 1 pm and 7-9 pm. On Saturdays the proposed agreement calls for a reduced schedule with open hours from 9 am – 1 pm and no hours of operation proposed for Sundays. The proposed reduction of hours is based on historic patterns of use. Weekdays from 1-3 pm the facility has few participants. Saturday afternoons for the last year and a half, we held 3 to 4 piano classes each with 2 students and badminton class with an enrollment of 12. Drop in play from 1-5 pm on Saturday averages of 40 to 50 participants. Of those 40-50 people, 15-20 are there for badminton and the others, primarily for basketball. Thus, Saturday afternoons average 10-15 people per hour. On Sundays, we do not offer any classes and the drop in attendance is similar to Saturday afternoons, averaging around 10 people per hour.
- Badminton players will be routed to another center. The badminton players can play at the Tom Muehlenbeck Center and Carpenter Park Recreation Center. Additionally, we have offered to add badminton at Oak Point Center. All of these centers are membership based and would require a daily fee payment *or* membership purchase for participation.
- The center could experience a decrease in adult programs. Our records show that four people from the Douglass Community participated in our programs over a 15 month timeframe. Classes of similar nature are offered at the four recreation centers in town for a fee and a membership is not required to participate in classes.
- Familiar faces of City staff. It is safe to say that relationships have been formed with City employees through the years and some program participants are partial to the person they are accustomed to working with. The senior program is probably the most notable example.

I have communicated to the Douglass Visions members that I would provide them with a copy of the draft agreement prior to seeking input and direction from City Council. I have notified them that I plan to discuss the proposal with Council at their June 14th meeting. The proposal will be available for their review when Council receives the information later this week. Thank you for your consideration of this potential agreement.

Attachments: Public Sector Agency Service Assessment
Proposed Agreement with Boys and Girls Club of Collin County

AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND BOYS AND GIRLS CLUBS OF COLLIN COUNTY, INC.

THIS AGREEMENT is made and entered into this ____ day of _____, 2010 by and between the CITY OF PLANO, TEXAS, a Texas home rule municipal corporation (hereafter "City") and BOYS & GIRLS CLUBS OF COLLIN COUNTY, INC., a Texas non-profit corporation (hereafter "Licensee").

WHEREAS, the City, pursuant to an agreement with Plano Independent School District ("PISD") dated May 13, 1987, as amended by an agreement dated effective January 1, 1996 (collectively called "PISD Agreements"), has a right to occupy and use the property at 1111 Avenue H, Plano, Texas, known as the Douglas Community Center ("DCC"), which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof by reference (the "Property") for recreational, educational and public service; and

WHEREAS, the City and Licensee entered into a separate agreement on October 7, 2008, ("Original Lease") wherein the City agreed to lease a portion of the Property to Licensee for a period of five years; and

WHEREAS, the parties now wish to amend the Original Lease in its entirety as set forth herein (this "Agreement"); and

WHEREAS, it is deemed in the best interest of the residents of the City to lease a portion of the DCC to Licensee as described in **Exhibit "B"** (the "Premises") so that Licensee may provide various activities, classes and educational opportunities for the residents of Plano; and

WHEREAS, the City finds that the lease of the Property to Licensee for the purposes stated above is a valid public purpose.

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:

I. LEASE TERM

1.01 The City hereby grants a license to Licensee to occupy and use the Premises for a period of fifteen (15) years commencing as of the date of this agreement provided, however, that the City shall have the right and option to extend the term by an additional two (2) five (5) year periods. Licensee acknowledges and understands that this Agreement is subject to the PISD Agreements. The Premises are located within the DCC.

II. RENT

2.01 Licensee shall pay to City at the address specified pursuant to Article VII of this Agreement, during the term of this Agreement an annual rental equal to one ($1.00) Dollar per year.

III. AUTHORIZED ACTIVITIES

3.01 Licensee may use the Premises for operation of a community facility and Boys and Girls Club facility, programs of a recreation or educational nature, private rentals which policies and fees will follow those already established by the City and listed in exhibit D and such other uses as are incidental to the operation thereof, and for no other purpose without the prior written consent of City. Licensee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises, is for an illegal purpose, or constitutes a nuisance. Licensee, at its expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies, concerning the use of the Premises.

3.02 Licensee shall maintain their current quality programming for the youth in the community, develop family programming, and provide an opportunity for open play for all ages in game room areas and Thomas gymnasium. Open play shall be provided during the school year Monday through Friday from 11:00AM to 1:00PM, Monday through Friday from 7:00 PM until 9:00 PM, and on Saturday from 9:00AM to 1:00PM. During the summer months open play shall be provided Monday through Friday from 5:00 PM until 9:00 PM, and on Saturday from 9:00AM to 1:00PM. Licensee and Contractor can evaluate community attendance for any adjustments of open play hours on an annual basis.

3.03 Space and supervision of the building shall be provided at least twice per week for not less than four (4) hours for the use of senior citizens of the community to meet, during the hours of 10:00AM to 2:00PM on Monday through Friday. No fee shall be assessed to the group without City's consent.

3.04 Licensee shall provide yearly reports that include but not limited to information on attendance, programs, and events. Licensee shall hold a public meeting once per year.

3.05 Licensee shall not make any improvements or alterations to the Property or Premises including the three walled mural without the prior written approval of the City, however, Licensee shall have the right to make such changes as it desires on the interior of the premises, provided that no walls, floors, or ceilings shall be structurally modified or changed without prior written consent of the City of Plano.

3.06 Licensee shall be responsible for any and all damages to the Premises resulting from the use or occupancy by Licensee, its agents, servants or invitees.

3.07 Licensee shall be responsible for the maintenance of the DCC including the roof, foundation, outer walls, windows, plumbing, heating and air-conditioning, fire alarm and sprinkler system, parking lot, landscape, exterior lighting and electrical systems, and outdoor basketball/multi-use courts, playgrounds, fences, and any other fixtures on the premises. Licensee shall maintain facilities in accordance with all federal, state, and local laws and ordinances. The maintenance shall be performed at a level to keep all site features commensurate with similar City sites and facilities and ADA compliant. All outdoor recreational facilities originally conveyed to the Licensee shall remain safe and usable by the public unless alteration or removal is approved by the City. At the termination of the license, Licensee shall return the Premises in as good a condition as it was at the commencement of the License, normal wear and tear excepted.

3.08 Custodial services and waste disposal for the Premises will be provided and paid for by Licensee.

3.09 Licensee will be allowed to complete an inspection of the property prior to their agreement to and the execution of the lease contract. The lease agreement will be contingent upon a satisfactory inspection

IV. INDEMNIFICATION

4.01 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.

4.02 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.

V. INSURANCE

5.01 Licensee, at its own expense, agrees to provide and keep in full force for all terms of this Agreement, bodily injury (including death) and property damage insurance from an insurance company acceptable to the City, covering Licensee, the City and PISD, in an amount of **ONE MILLION DOLLARS ($1,000,000.00)** per claim and **TWO MILLION DOLLARS ($2,000,000.00)** aggregate for injuries and damages to persons, and in an amount of **ONE HUNDRED THOUSAND DOLLARS ($100,000.00)** for property damage arising out of, or in connection with, the occupation, use or condition of the Premises. All such insurance policies shall provide that the insurance policy shall not be canceled by the insures unless and until at least thirty (30) days written notice of such cancellation is delivered to the City. Licensee shall furnish the City with Certificates of Insurance required by this paragraph in a form acceptable to the City, which includes certificates showing any renewals of such insurance. Such policies and certificates shall also provide for a waiver of subrogation in favor of the City. Such certificates must be delivered to the City before Licensee takes possession of or performs any work on the Property.

VI. UTILITIES

6.01 The Licensee shall be responsible for the payment of all utilities including electric, gas, water, sanitary sewer, solid waste services, telephone, cable, and internet or other communications services provided to the Property excluding the premises herein described as the annex (Exhibit B).

VII. TERMINATION FOR CONVENIENCE

7.01 Either party may terminate this Agreement at any time, without cause, upon giving the other party six (6) months' written notice of termination. This agreement shall terminate upon the expiration of such six (6) month period, provided, however, Licensee may extend the date of termination for up to an additional six (6) months in order to facilitate a move out by delivery of written notice to the City not less than sixty (60) days prior to the expiration of the initial six (6) month period. If the City terminates the agreement pursuant to this Section, it shall pay to Licensee an amount equal to the percentage that is represented by the number of months remaining on the Term of Agreement as of the date the Agreement terminates, divided by one hundred and eighty (180) and multiplied by the dollar value of any real property improvements made to the Premises ("Improvements"); said payment to be made by City after Licensee has vacated the Premises less than the amount Licensee owes for any unpaid rent of damages to the Premises; provided, however, the value of the Improvements shall not include any amount paid for with grants or other funds from the City or for any Improvements made by Licensee which were not approved in advance by City. Furthermore, reimbursement for an amount of the Improvements is not required by the City if termination of the Agreement by the City pursuant to this Section is during any option period described in Section 1.01.

VIII. TERMINATION FOR CAUSE

8.01 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. If City is the defaulting party, it will have thirty (30) days to provide a written plan to cure the default that is acceptable to Licensee and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party. The Licensee shall not be entitled to any reimbursement for Improvements set forth in Section 7.01 above.

8.02 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed and not in dispute by City will become due and payable immediately upon termination of this Agreement.

IX. NOTICES

9.01 Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

If intended for the Licensee:
Boys and Girls Clubs of Collin County, Inc.
Attention: Tanya Greene
Chief Executive Officer
701 S Church Street
McKinney, TX 75069

X. AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit “C.”

XI. MISCELLANEOUS

11.01 Licensee shall not at any time encumber its interest in this Agreement by deed of trust, mortgage or other security instrument, nor shall Licensee suffer or permit any mechanic’s liens or other liens to be filed against the Property or any improvements hereon. Licensee shall not assign its interest under this Agreement without prior written approval of the city, which may be withheld.

11.02 This Agreement embodies the entire agreement between the parties and cannot be varied or changed except by the written agreement of the parties.

11.03 All terms and conditions of this Agreement are hereby made binding on the executors, heirs, administrators, successors and assigns of all parties hereto.

11.04 This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas. All rights and obligations under this Agreement are fully performable in Collin County, Texas.

11.05 In case of one or more of the provisions contained in this Agreement shall 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.06 IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the effective date first entered herein.

BOYS AND GIRLS CLUBS OF COLLIN COUNTY, INC.,
a Texas non-profit Corporation

By: _____
Name
Title

CITY OF PLANO, TEXAS

By: _____
THOMAS H. MUEHNLENBECK
City Manager

APPROVED AS TO FORM:

_____
DIANE C. WETHERBEE
City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010 by _____, _____ of **BOYS AND GIRLS CLUBS OF COLLIN COUNTY, INC.,** a Texas non-profit Corporation, on behalf of said corporation.

_____
Notary Public in and for the
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 Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public in and for the
State of Texas

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"

THE PROPERTY

BEING a tract of land in the Joseph Klepper Survey, Abstract No. 213, Collin County, Texas, and being lots 1B, 2, 3, 4, 5, 6, and 7 of Block 2, and lots 2B, 3A, 3B, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of Block 4 of the Aldridge Addition and lots 1 and 2 of Block 29 of the Original Donation, additions to the City of Plano, Texas and being particularly described as follows:

BEGINNING at a point in the west right-of-way line of "H" Avenue (30' R.O.W.) said point bears S 00°26'45" E, 44.85 feet from the intersection of the south right-of-way of 12th Street with the west right-of-way line of "H" Avenue;

THENCE S 00°26'45" E, a distance of 389.25 feet to a point for corner;

THENCE S 89°33'15" W, a distance of 110.00 feet to a point for corner;

THENCE S 00°26'45" E, a distance of 109.20 feet to a point for corner;

THENCE S 89°33'15" W, a distance of 151.79 to a point for corner;

THENCE N 00°28'25" E, a distance of 239.61 feet along the east right-of-way line of "G" Avenue;

THENCE N 00°51'30", continuing along the east right-of-way line of "G" Avenue, a distance of 195.00 feet to a point for corner;

THENCE N 89°18'06" E, a distance of 95.44 feet to a point for corner;

THENCE N 00°43'43" W, a distance of 45.18 feet to a point for corner;

THENCE N 89°18'06" E, a distance of 54.12 feet to a point for corner;

THENCE N 00°26'45" W, a distance of 14.15 feet for corner;

THENCE N 88°48'01" E, a distance of 110.01 feet to the point of beginning and containing 2.530 acres, more or less.

EXHIBIT "B"
DESCRIPTION OF THE AREA OF THE PREMISES

Exhibit B
Douglass Community Center and Gymnasium
Approximately 22,203 S.F. Total

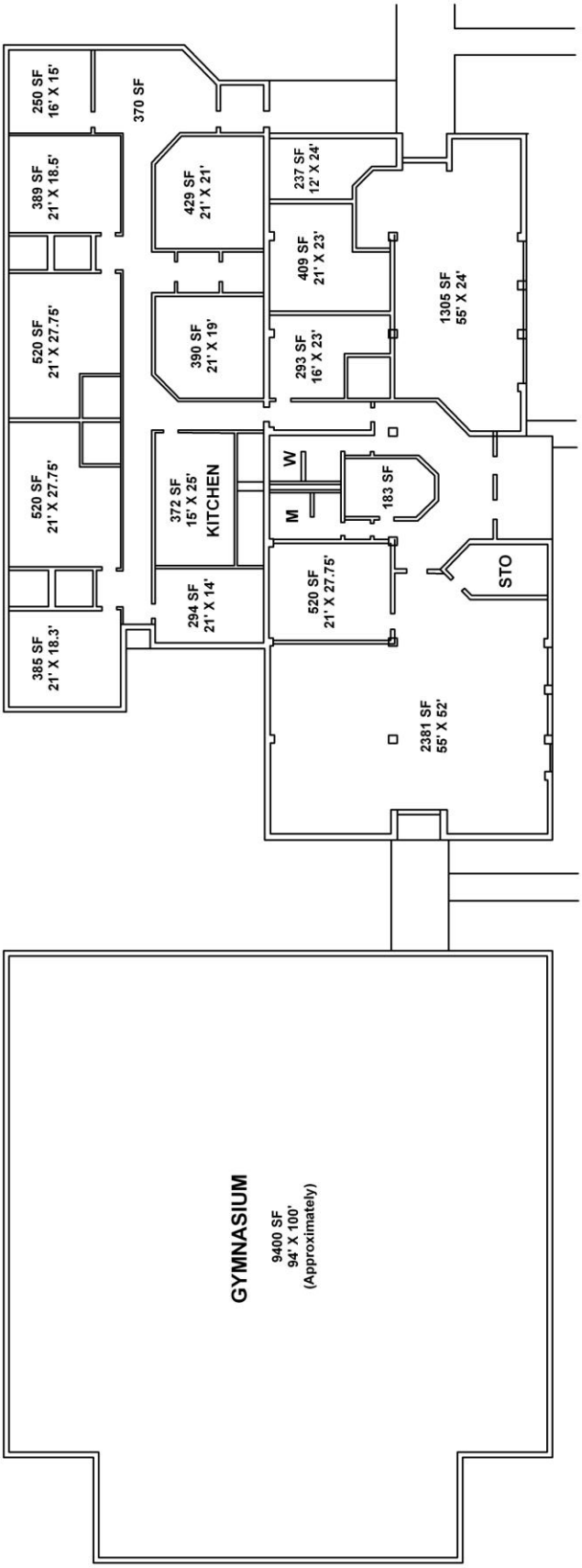

EXHIBIT "C"
AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of _____ (herein "Licensee") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

_____
Name of Licensee

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____ §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

_____
Notary Public, State of _____

EXHIBIT "D"
City of Plano Recreation Facility Room Rental Fees

Exhibit D Minimum Two (2) Hour Rentals	Max #	Food	Resident	Non-Resident	Commercial	Resident After Hours	Non-Resident After Hours	Commercial After Hours	After Hours Days & Times	
Carpenter Park										
Art Room	50	Y	$65	$75	$90	$90	$100	$115	Sun	6:30 - 9:30 pm
Meeting Room	50	Y	$65	$75	$90	$90	$100	$115		
Meeting Room/Kitchen	70	Y	$100	$110	$125	$125	$135	$150	Sun	6:30 - 9:30 pm
Kitchen	30	Y	$45	$55	$70	$70	$80	$95	Sun	6:30 - 9:30 pm
Room 1	30	Y	$45	$55	$70	$70	$80	$95	Sun	6:30 - 9:30 pm
Gym (Single Court)*	150	N	$60	$70	$85	$75	$85	$100	Sun	6:30 - 9:30 pm
Preschool Room	10	N	$40	$50	$65	$65	$75	$90	Sun	6:30 - 9:30 pm
1 Gym/Art/Game/Lobby	250		N/A	N/A	N/A	$125	$135	$150	Sun	6:30 - 9:30 pm
Both Gyms/Art/Game/Lobby	400		N/A	N/A	N/A	$175	$185	$200	Sun	6:30 - 9:30 pm
Douglass Community Center										
Preschool Room	30	N	$25	$35	$50	$50	$60	$75	Sat/Sun	5:30 - 9:30 pm
Classroom 2 **OR** Classroom 3	15	N	$25	$35	$50	$50	$60	$75	Sat/Sun	5:30 - 9:30 pm
Senior's Room	20	Y	$25	$35	$50	$50	$60	$75	Sat/Sun	5:30 - 9:30 pm
Kitchen	10	Y	$25	$35	$50	$50	$60	$75	Sat/Sun	5:30 - 9:30 pm
Meeting Room 1	90	Y	$50	$60	$75	$75	$85	$100	Sat/Sun	5:30 - 9:30 pm
Recreation Room	125	N	$50	$60	$75	$75	$85	$100	Sat/Sun	5:30 - 9:30 pm
Annex	40	Y	N/A	N/A	N/A	$50	$60	$75	Sat/Sun	5:30 - 9:30 pm
Gym (Double Court)	300	N	N/A	N/A	N/A	$100	$110	$125	Sat/Sun	5:30 - 9:30 pm
Gyms/Rec Room/Meeting RM 1	500		N/A	N/A	N/A	$175	$185	$200	Sat/Sun	5:30 - 9:30 pm
Liberty Recreation Center										
Meeting Room A/B	50	N	$65	$75	$90	$90	$100	$115	Sun	6:30 - 9:30 pm
Meeting Room D	15	N	$25	$35	$50	$50	$60	$75	Sun	6:30 - 9:30 pm
Meeting Room E & F	20	N	$25	$35	$50	$50	$60	$75	Sun	6:30 - 9:30 pm
Classroom 1 & 2	60	Y	$75	$85	$100	$100	$110	$125	Sun	6:30 - 9:30 pm
Classroom 4	20	Y	$25	$35	$50	$50	$60	$75	Sun	6:30 - 9:30 pm
Classroom 5	20	Y	$25	$35	$50	$50	$60	$75	Sun	6:30 - 9:30 pm
Gym (Double Court)*	300	N	N/A	N/A	N/A	$100	$110	$125	Sun	6:30 - 9:30 pm
Gyms/Lobby/Meeting Room A/B*	400	N	N/A	N/A	N/A	$175	$185	$200	Sun	6:30 - 9:30 pm
Tom Muehlenbeck Center										
Conference	12	N	$100	$110	$125	$125	$135	$150		
Room A	50	Y	$65	$75	$90	$90	$100	$115		
Room B	50	Y	$65	$75	$90	$90	$100	$115		
Room C	50	Y	$65	$75	$90	$90	$100	$115		
Room A/B/C	150	Y	$195	$225	$270	$270	$300	$345	Sat	7:30 - 9:30 pm
Gym (Double Court)*	300	N	NA	NA	NA	$100	$110	$125	Sat	7:30 - 9:30 pm
Oak Point Center										
Classroom A/B	50	Y	$65	$75	$90	$90	$100	$115	Sun	6:30 - 9:30 pm
Classroom C	30	N	$40	$50	$65	$65	$75	$90	Sun	6:30 - 9:30 pm
Aerobic Room (no chairs, rehearsals)	35	N	$65	$75	$90	$90	$100	$115	Sun	6:30 - 9:30 pm
Gym (Double Court)*	300	N	N/A	N/A	N/A	$100	$110	$125	Sun	6:30 - 9:30 pm
Preschool Room	10	N	$25	$35	$50	$50	$60	$75	Sun	6:30 - 9:30 pm
Gyms/Game/Classroom A/B	400		N/A	N/A	N/A	$175	$185	$200	Sun	6:30 - 9:30 pm
Plano Senior Recreation Center										
Classroom 2/3	30	N	$40	$50	$65	$65	$75	$90	Fri/Sat	5:30 - 9:30 pm
Lonestar Room	300	Y	N/A	N/A	N/A	$150	$160	$175	Fri/Sat	5:30 - 9:30 pm
Lonestar 1/4	50	Y	$65	$75	$90	$90	$100	$115	Fri/Sat	5:30 - 9:30 pm
Art Room	12	Y	$25	$35	$50	$50	$60	$75	Fri/Sat	5:30 - 9:30 pm

* Game Room may be added for after hours rentals: $50 Resident, $60 Non-Resident, and $75 Commercial.

EXHIBIT "D"
City of Plano Recreation Facility Room Rental Policy

1. Recreation programs and activities shall receive first consideration in scheduling.

2. Reservations and rentals may be made up to two months in advance.

3. After hours rentals must be made at least two weeks in advance and must be paid for at the time of booking to secure the reservation. No dates will be held without payment in full.

4. Reservations and rentals must be made in person on a first come first served basis for persons at least 21 years of age.

5. The individual signing the Agreement must be at the function for the duration of the scheduled activity and have Room Rental Permit in hand.

6. Minimum rental time during facility hours is one hour. Staff reserves the right to limit the duration of the rental.

7. After hours rentals require a two-hour minimum rental and may begin 30 minutes after facility closing.

8. Maximum occupancy numbers must be adhered to during the rental. Staff may limit access to any persons that would exceed the maximum occupancy of the rental.

9. Reservations during facility operating hours shall begin no sooner than 30 minutes after the scheduled opening time for the center. Reservations must also be schedule to end at least 30 minutes prior to facility closing.

10. Renter must provide a minimum of 1 adult for every 25 youth participant's aged 7 and older. For groups with children younger than 7, a 1 adult to every 10 child ratio will be required.

11. The individual signing the Agreement is responsible and shall be responsible for any loss or damage to the property or equipment during the rental/reservation. Renter is fully responsible for any damages based upon actual repair or replacement costs.

12. Admission fees charged by the renter, or solicitation of funds in conjunction with a reservation, require approval of the Director of Parks and Recreation. The Director of Parks and Recreation must also approve the sale of food and beverages.

13. Renter may use the center only during prearranged time. Requested time must include set up and clean up time.

14. No group shall assign its space or reservation to another group.

15. Individuals and organizations making a reservation must comply with all facility rules and regulations, as well as all City, State, and Federal laws, ordinances, and policies.

16. The City facility will not accept shipments of freight or rental materials for the lessee.

17. Music or other entertainment must be pre-approved to ensure compatibility with facility activities as determined by the facility supervisor.

18. No birdseed, rice, confetti, fog machine, bubbles, sequins, or butterflies may be used in the building.

19. No glass containers of any kind are permitted.

20. Rentals/Reservations must remain in the areas reserved.

21. No open flames are allowed in the rooms. Center-piece candles must be protected by hurricane glass. Birthday candles on cakes are permissible.

22. No equipment or displays may be set up outside of the building.

23. Renter is responsible for the table/chair set up/ take down, and area clean up. Facility must be returned to the condition as it was at the beginning of the rental. Please note that the facilities are open to the public during the day. Cleanup is determined as follows:
    - All décor and or belongings must be removed by the event ending time as stated in the contract.
    - Tables and floors must be cleared of trash.
    - Trash must be bagged, tied and placed in a central location.
    - Nothing can be hung from ceilings or walls.
    - The lessee must clean up all spills.
    - The lessee is completely responsible for his or her guests.
    - The lessee shall remove excessive trash in the parking lots or any common area used during the rental/reservation.
    - The renter must remove all equipment/supplies at the end of the reservation time. The facility will not be responsible for any property and equipment left at the facility following the rental.

24. The center does not provide extension cords, boom boxes, dishware, serving utensils, tape, ladders, coffeemakers, refrigeration, etc.

25. No signage promoting the event may be hung in the building.

26. Vending machine coin slots may not be taped over, nor can machines be covered in any way.

27. The recreation staff does not provide assistance in setting up, or carrying supplies or other materials brought in by the renter.

28. Outside full-service catering is not permitted. Catering is only available through Plano Centre. However, pre-prepared food or refreshments that do not require warmers or crock-pots are permitted in designated rooms or facility areas only.

29. Tobacco and alcohol usage are prohibited.

30. The Parks and Recreation Department is not liable for any interruptions caused by power outages, emergency situations or heating/air conditioning failures during the reservation time.

31. A reduced rate for Plano based non-profits is available for reservations during regular facility hours. After hours reservations are subject to regular rental rates. The reduced rate is available one reservation at a time. Standing reservations are subject to the regular rental rates after the first reduced rate reservation. Once a discounted reservation is completed, the next discounted reservation may be made, based on facility availability.

32. Non-profits organizations are defined as groups that can show proof of non-profit status as a 501(c)3.

33. Inaccurate or untruthful statements made by the renter in the rental application or violation(s) of any rules and regulations for the use of the City facilities may result in permanent cancellation of the person's or organization's rental and/or recreation privileges.

34. Recreation staff reserves the right to revoke any reservation/rental if the program is not in full compliance with this policy. Any expenses incurred by the renter will be the renter's responsibility.

35. Failure to comply with the above Policy will result in the denial of future program use. The Recreation Services Manager will decide questions regarding interpretation of the above Policy.

36. Rentals cancelled more than a week out from the rental date will be refunded fully. Rentals cancelled less than a week from the rental date will be refunded the full amount minus a $10 administration fee.

Public Sector Agency Service Assessment

Based on MacMillan Matrix for Nonprofit agencies from the Alliance For Nonprofit Management. Adapted by GreenPlay, LLC and GP RED for Public Sector Agencies. April 2009.

Public agencies have not traditionally been thought of as organizations that need to be competitively oriented. Unlike private and commercial enterprises ,which compete for customers and whose survival depends on satisfying paying customers, many public and non-profit organizations operate in a non-market, or grants economy - one in which services may not be commercially viable. In other words, the marketplace may not supply sufficient and adequate resources.

In the public sector, our customers (taxpayers) do not decide how funding is allocated and which services get adequate, ongoing funding. (In fact, many public agencies and non-profits can be considered "sole-source," the only place to get a service, so there is little to no market saturation and therefore, potential for apathetic service enhancement and improvement). Consequently, public and non-profit organizations have not necessarily had an incentive to question the status quo, to assess whether customer needs were being met, or to examine the cost-effectiveness or quality of available services.

The public sector and market environments have changed, funders and customers alike are beginning to demand more accountability. And both traditional (taxes and mandatory fees) and alternative funding (grants and contributions) are getting harder to come by, even as needs and demands increase. This increasing demand for a smaller pool of resources requires today's public and non-profit agencies to rethink how they do business, to provide serves where appropriate, to avoid duplicating existing comparable services, and to increase collaboration, wherever possible. In addition, organizations are leveraging all available resources where possible.

An assessment of a **Public Sector Agency Services** is an intensive review of organizational services including activities, facilities, and parklands that leads to the development of an agency's **Service Portfolio**. Additional results indicate whether the service is **"core to the organization's values and vision"** and provides recommended provision strategies that can include, but are not limited to enhancement of service, reduction of service, collaboration, advancing or affirming market position. This assessment provides a nexus relative to which services are central to the organization's purpose. The process includes an analysis of services relevance to the organization's values and vision; organization market position in the community; other service providers in the service area; and the economic viability of the service.

Based on the **MacMillan Matrix for Competitive Analysis of Programs**[1], the Public Sector Services Assessment Matrix is a valuable tool that is specifically adapted to help public agencies assess their services. The MacMillan Matrix realizes significant success in the non-profit environment and leads to application in the public sector. The **Public Sector Agency Services Assessment Matrix** is based on the assumption that duplication of existing comparable services (unnecessary competition) among public and non-profit organizations can fragment limited resources available, leaving all providers too weak to increase the quality and cost-effectiveness of customer services. This is also true for public agencies.

The **Public Sector Agency Service Assessment Matrix** assumes that trying to be all things to all people can result in mediocre or low-quality service and that agencies should emphasize delivering higher-

[1] Alliance for Nonprofit Management

quality service in a more focused (and perhaps limited) way. The Matrix helps organizations think about some very pragmatic questions.

Q: Is the agency the best or most appropriate organization to provide the service?
Q: Is market competition good for the citizenry?
Q: Is the agency spreading its resources too thin without the capacity to sustain core services and the system in general?
Q: Are there opportunities to work with another organization to provide services in a more efficient and responsible manner?

Services Assessment Matrix © 2009 GreenPlay LLC and GP RED		**Financial Capacity** Economically Viable		**Financial Capacity** Not Economically Viable	
		Alternative Coverage High	**Alternative Coverage** Low	**Alternative Coverage** High	**Alternative Coverage** Low
Good Fit	**Strong Market Position**	Affirm Market Position 1	Advance Market Position 2	Complementary Development 5	"Core Service" 6
	Weak Market Position	Divest 3	Invest, Collaborate or Divest 4	Collaborate or Divest 7	Collaborate or Divest 8
Poor Fit		Divest 9			

Note: Based on MacMillan Matrix for Nonprofit agencies from the Alliance For Nonprofit Management. Adapted by GreenPlay, LLC and GP RED for Public Sector Agencies. April 2009.

Fit

Fit is the degree to which a service aligns with the agency's values and vision, reflecting the community's interests. If a service aligns with the agency's values and vision, and it contributes to the overall enhancement of the community, it is classified as "good fit". If not, the service is considered a "poor fit".

- Does the service align with agency values and vision?
- Does the service provide community-wide return on investment (i.e. community, individual, environmental, or economic benefits and outcomes that align with agency values such as crime prevention, improved health and well-being, enhancement of property values)?

Financial Capacity

Financial Capacity is the degree to which a service (including a program, facility or land asset is currently or potentially attractive as an investment of current and future resources to an agency from an economic perspective.

No program should be classified as 'highly attractive" unless it is ranked as attractive on a substantial majority of the criteria below.

- Does the service have the capacity to sustain itself (break even) independent of General Fund or taxpayer subsidy/support?
- Can the service reasonably generate at least XXXXX% from fees and charges?
- Can the service reasonably generate excess revenues over direct expenditures through the assessment of fees and charges?
- Are there consistent and stable alternative funding sources such as donations, sponsorships, grants and/or volunteer contributions for this service?
- Can the service reasonably generate at least XXXXX% of the costs of service from alternative funding sources ?
- Is there demand for this service from a significant/large portion of the service's target market?
- Can the user self-direct or operate/maintain the service without agency support?

Market Position

Market Position is the degree to which the organization has a stronger capability and potential to deliver the service than other agencies – a combination of the agency's effectiveness, quality, credibility, and market share dominance. No service should be classified as being in a "strong market position" unless it has some clear basis for declaring superiority over all providers in that service category and is ranked as affirmative on a substantial majority of the criteria below.

- Does the agency have the adequate resources necessary to effectively operate and maintain the service?
- Is the service provided at a convenient or good location in relation to the target market?
- Does the agency have a superior track record of quality service delivery?
- Does the agency currently own a large share of the target market currently served?
- Is the agency currently gaining momentum or growing its customer base in relation to other providers? (e.g., "Is there a consistent waiting list for the service?")
- Can you clearly define the community, individual, environmental and/or economic benefits realized as a result of the service
- Does agency staff have superior technical skills needed for quality service delivery?
- Does the agency have the ability to conduct necessary research, pre and post participation assessments, and/or properly monitor and evaluate service performance therefore justifying the agency's continued provision of the service? (Benchmarking performance or impact to community issues, values, or vision)
- Are marketing efforts and resources effective in reaching and engaging the target market?

Alternative Coverage

Alternative Coverage is the extent to which like or similar services are provided in the service area to meet customer demand and need. If there are no other large (significant), or very few small agencies producing or providing comparable services in the same region or service area, the service should be classified as "low coverage." Otherwise, coverage is "high."

Unfair Competition

It has become somewhat challenging to draw a line of demarcation between those services that are recognized to be the prerogative of the private sector and those thought to be the responsibility of the public sector. Overlap of service production and provision are common. A continuing problem today is the lack of clarification between what sector should be producing or providing which services, therefore, developing boundaries. What is needed is the reshaping of how public and private sector agencies work independent of each other or together in a more effective way, becoming complementary rather than duplicative.

Service lines are blurred due to a variety of factors. Whether it is due to the emergence of new services, in response to customer demand, or reduced availability of public funds and therefore greater dependence on revenue generation, these blurred lines sometimes result in charges that the public sector engages in unfair competition practices by offering similar or like services to those of the private sector. These charges result from the resource advantages that public sector has over the private sector including, but not limited to, immunity from taxation and the ability to charge lower fees for similar or like services due to receipt of subsidy dollars.

Recommended Provision Strategies - Defined

Affirm Market Position – A number (or one significant) *alternative provider*(s) exists yet the service has *financial capacity,* and the agency is in a *strong market position* to provide the service to customers or the community. **Affirming market position** includes efforts to capture more of the market and investigating the merits of competitive pricing strategies. This includes investment of resources to realize a financial return on investment. Typically, these services have the ability to generate excess revenue.

Advance Market Position – A smaller number or no *alternative providers* exist to provide the service, the service has *financial capacity,* and the agency is in a *strong market position* to provide the service. Due primarily to the fact that there are fewer if any alternative providers, **advancing market position** of the service is a logical operational strategy. This includes efforts to capture more of the market, investigating the merits of market pricing, and various outreach efforts. Also, this service may be an excess revenue generator by increasing volume.

Divestment – The agency has determined that the service does not *fit* with the agency's values and vision, and/or the agency has determined it is in a *weak market position* with little or no opportunity to strengthen its position. Further, the agency deems the service to be contrary to the agency's interest in the responsible use of resources, therefore, the agency is positioned to consider **divestment** of the service.

Investment – **Investment** of resources is the agency's best course of action as the service is a *good fit* with values and vision, and an opportunity exists to strengthen the agency's current *weak market position* in the marketplace.

Complementary Development – The service is a *good fit*, a number of or one significant *alternative provider*(s) exists which provide the service, the agency is in a *strong market position* to provide the service, yet it does not have *financially capacity* to the agency. "**Complementary Development"** encourages planning efforts that lead to complementary service development rather than duplication, broadening the reach of all providers. Although there may be perceived market saturation for the

service due to the number or like services of alternative providers, demand and need exists justifying the service's continued place in the market.

Collaboration – The agency determines that the service can be enhanced or improved through the development of a collaborative effort as the agency's current *market position is weak*. **Collaborations** (e.g., partnerships) with other service providers (internal or external) that minimize or eliminate duplication of services while most responsibly utilizing agency resources are recommended.

Core Service – These services *fit* with the agency's values and vision, there are few if any *alternative providers*, yet the agency is in a *strong market position* to provide the service. However, the agency does not have the *financial capacity* to sustain the service outside of General Fund support and the service is deemed to not be economically viable. These services are **"core" to satisfying the agency's values and vision** typically benefiting all community members, or are seen as essential to the lives of under-served populations.

Glossary

Ability - the quality or state of being able; power to perform; competence in doing

Adequate - sufficient for a specific requirement; reasonably sufficient

Capacity - the potential or suitability for accommodating; the maximum amount or number that can be contained or accommodated; the facility or power to produce, perform, or deploy; capability

Quality - meeting or exceeding expectations; degree of excellence; superiority in kind

Superior - of higher rank, quality, or importance; excellent of its kind

Target market – the specific market of a service (e.g., age, sex, race/ethnicity, education level, ability level, residence)