



**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:		9/13/10		
Department:		Planning/Community Services		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): Evelyn Trull x. 7566				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Buffington Community Services funds in the amount of \$263,800 for the provisions of various community services and developments; authorizing its execution by the City Manager or his authorized designee; and providing the effective date.</p>				
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	263,800	0	263,800
Encumbered/Expended Amount	0	0	0	0
This Item	0	-263,800	0	-263,800
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: Funds are included in the 2010-11 Budget for the Buffington Community Services Grants. Strategic Plan Goal: Community Services grants relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
<p>City Council allocated \$263,800 in the 2010-2011 budget for the Buffington Community Services grants for various non-profit agencies. The various agencies will receive funding on October 1, 2010, with the finalization of their signed contract.</p>				
List of Supporting Documents: Summary, Resolution, Contract			Other Departments, Boards, Commissions or Agencies Community Relations Commission	

*FY2010 Buffington Community Service Grant
Funding Recommendations*

Prepared for the City Council Budget Work Session August 14, 2010

In considering the 2010 grant requests, the Community Relations Commission focused on the mission of the Buffington Community Service Grant (BCSG) relative to each agency program. Significant consideration was also given to the agency's financial management and ability to produce outcomes related to measurable goals.

The 2010 grant recommendation process was a significant challenge for the Community Relations Commission. Faced with a reduction of 35% in the amount of public service funds available (when compared to previous years), the Commission had very difficult decisions to make. Rather than drastically reducing funding for all programs, the Commission chose to take a hard look as to whether the request furthered the Consolidated Plan Goals, met an emergency need and would not be met without City funding. The Commission also strongly considered the quality and clarity of the information provided both in the application and the public hearings. Based on these and other considerations, the Commission recommended funding for only 22 of the 29 applications for public service funding through either BCSG or CDBG. Of those agencies considered for BCSG funds, 12 of 17 are recommended for funding. Details of all 17 requests are noted as follows for your consideration:

<i>Agencies and/or Programs</i>	<i>2010 CRC Recommended Funding</i>	<i>2010 Total Request</i>	<i>2009 Agency Funding</i>
Assistance Center of Collin County	\$30,000	\$102,500	\$52,578
The Assistance Center of Collin County requested funds for family support including direct financial assistance, staff salaries and operating funds. The funds will also be used to identify and provide emergency financial assistance to families and individuals in crisis.			
Assistance League of Greater Collin County	\$14,000	\$25,000	\$27,578
The Assistance League manages the "Operation School Bell" program which provides clothing and supplies to PISD school children in need. The organization is run entirely by volunteers, and 2009 BCSG monies provided more than 139 children with clothing packages.			
CASA of Collin County	\$27,800	\$42,000	\$32,578
Court Appointed Special Advocates (CASA) of Collin County trains and supports volunteers to advocate for abused and neglected children in the court system and to be the voice of the child in placing him or her in a safe home. The agency represents 100% of all children involved in abuse and neglect cases in Collin County. CASA measures their success by the number of CASA service and placement recommendations accepted by the judge. Their latest outcome represents a 97% success rate.			

<i>Agencies and/or Programs</i>	<i>2010 CRC Recommended Funding</i>	<i>2010 Total Request</i>	<i>2009 Agency Funding</i>
Collin County Adult Clinic	\$20,000	\$30,000	\$23,578
<p>The Collin County Adult Clinic operates a primary health care clinic for indigent adults two nights a week; one night for new patients, one night for returning patients. This year, they will increase the diabetic clinic from one night a month to two night a month, and continue providing medications and supplies to clients.</p>			
Collin County Children’s Advocacy Center	\$0	\$23,935	\$20,000
<p>Collin County Children’s Advocacy Center takes action to identify, protect and improve the lives of abused and neglected children. The agency requested funding for a bilingual (Spanish-speaking) interviewer who is specially trained to conduct legally sound interviews of children at the request of CPS or law enforcement when child abuse or neglect is suspected. Their recommendation was based on the shortage of funding. The Commission wished to focus funding where it served not only basic needs but those needs that would go unmet except for City support.</p>			
Collin County Committee on Aging	\$35,000	\$50,000	\$47,578
<p>The Collin County Committee on Aging provides nutritional support in the form of weekly meals to low income, at-risk senior citizens in Plano through the Meal-On-Wheels program. Many of their clients rely on these meals as the primary source of nutrition.</p>			
Community Dental Care	\$0	\$40,000	\$0
<p>Community Dental Care provides dental care for low-income children and adults. The agency requested \$40,000 to pay partial salaries for dental staff, medical supplies, and occupancy expenses. Their recommendation was based on the shortage of funding. The Commission wished to focus funding where it served not only basic needs but those needs that would go unmet except for City support.</p>			
Family Outreach	\$9,000	\$15,405	\$10,000
<p>Family Outreach is a volunteer-based organization committed to preventing child abuse with a variety of programs and support services including in-home mentoring, parenting classes, and community education. Their services are free to all of their clients. The agency requests funds to provide education, counseling, and emergency financial assistance to families.</p>			
Hope’s Door	\$25,000	\$50,000	\$32,578
<p>Hope’s Door is the only shelter for battered and abused women and their children in Plano. Their mission is to offer intervention and prevention services to individuals and families impacted by domestic abuse. The agency is requesting funds to provide crisis intervention for clients, including shelter, case management, and counseling.</p>			

<i>Agencies and/or Programs</i>	<i>2010 CRC Recommended Funding</i>	<i>2010 Total Request</i>	<i>2009 Agency Funding</i>
Journey of Hope	\$10,000	\$15,000	\$11,090
<p>Journey of Hope provides grief counseling at no cost to children, teens, young adults, and their families. Funds are being requested for bereavement services, specifically, the costs of materials used for the program and a portion of the program director's salary. The agency is requesting to fund the director's salary in excess of the 50% limit of the BCSG standards. The CRC recommended approval of a waiver to allow this expense.</p>			
LifePath Systems	\$6,000	\$12,000	\$16,700
<p>LifePath Systems provides services to people living with mental illness and developmental disabilities. Funds are being utilized to provide short term emergency housing and utility assistance to clients experiencing a financial crisis and participating in the Behavioral Health, Intellectual and Developmental Disabilities, and Early Childhood Intervention programs. 2009 funding was from CDBG; due to the small grant amount, this agency was recommended for BCSG funding in 2010.</p>			
Plano Children's Medical Clinic	\$25,000	\$50,000	\$40,078
<p>The Plano Children's Medical Clinic provides free medical care to children who have no insurance or are on Medicaid or CHIP (Children's Health Insurance Program). The clinic has a physician available to assist children that come. The agency requested funds for medical expenses.</p>			
Plano Community Charity	\$0	\$52,000	\$40,000
<p>Plano Community Charity's mission is to provide families with short term assistance in times of crisis, while enabling them to retain their self sufficiency and dignity. The agency assists the homeless and those at risk of being homeless with rental and utility assistance, prescriptions, transportation, and clothing. Their recommendation is based on the lack of necessary details available through both applications and during the public hearing, as well as the care and preparation demonstrated in completing the application. The Commission was apprehensive to fund the request due to the inadequacy and inaccuracy of the information provided for their consideration. Additionally, where possible, their desire was to focus funding where it served unduplicated needs.</p>			
Plano Housing Authority	\$0	\$10,000	N/A
<p>Plano Housing Authority's Family Self Sufficiency program provides a structured route to transition families on subsidized housing to economic independence within a five year contractual period. The recommendation was based on the shortage of funding and their desire to provide funding where it serves unduplicated activities. Additionally, there were concerns that Plano Housing Authority has been unable to spend the funds granted for this activity in two of the three years funded. No application was received last year.</p>			

<i>Agencies and/or Programs</i>	<i>2010 CRC Recommended Funding</i>	<i>2010 Total Request</i>	<i>2009 Agency Funding</i>
Salvation Army	\$0	\$50,000	\$37,578
<p>The Salvation Army requested funding for its emergency assistance program which provides rent/mortgage, utility, and food pantry assistance to individuals and families. The recommendation is based on the shortage of funding and the Commission's desire to provide funding where it served unduplicated needs and those needs that would go unmet except for City support. Additionally, the Commission had serious concerns about the Agency's administration resulting from their 2009 HPRP grant.</p>			
The Samaritan Inn	\$27,000	\$35,000	\$34,578
<p>The Samaritan Inn provides a comprehensive homeless program by offering a transitional shelter program to individuals and families. The agency requested funding for facility and maintenance costs and caseworker salary to assist Plano citizens residing at the Inn.</p>			
The Turning Point Rape Crisis Center	\$35,000	\$50,000	\$32,578
<p>The mission of the Rape Crisis Center is to provide counseling, education, and advocacy to those impacted by sexual assault, harassment, or abuse. The agency requested funding for 24-hour phone and face-to-face crisis intervention, information and referral, advocacy and accompaniment for victims of sexual assault and their families to Collin County hospital emergency rooms.</p>			
Total	\$263,800	\$652,840	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Buffington Community Services funds in the amount of \$263,800 for the provisions of various community services and developments; authorizing its execution by the City Manager or his authorized designee; and providing the effective date.

WHEREAS, the City Council has been presented proposed Agreements by and between the City of Plano and the Assistance Center of Collin County, Assistance League of Greater Collin County, CASA of Collin County, Collin County Adult Clinic, Collin County Committee on Aging, Family Outreach, Hope's Door, Journey of Hope, LifePath Systems, Plano Children's Medical Clinic, The Samaritan Inn, and The Turning Point Rape Crisis Center; and a sample copy of which is attached hereto as "Exhibit A", which establish the terms and conditions of funding; and

WHEREAS, the City has determined that it is in the best interests of the citizens of Plano that the Buffington Community Services funds be utilized for the purposes for which they were granted to each of the entities listed herein, and that each such purpose is a valid public purpose; and

WHEREAS, upon full review and consideration of the Agreements, and all matters attendant and related hereto the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or his designee, shall be authorized to execute them on behalf of the City of Plano; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. - The terms and conditions of the Agreements, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. - The City Manager, or his authorized designee, is hereby authorized to execute the Agreements and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements.

Section III. - This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE 13TH DAY OF SEPTEMBER, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY



**Funding Agreement Between the City of Plano and
(insert SUBRECIPIENT name)**

Buffington Community Service Grant 2010-2011

This Agreement, entered this 1st day of October, 2010, by and between the City of Plano (herein called the “City”) and (insert) (herein called “Subrecipient”).

WHEREAS, the City has determined that funding programs toward achieving Consolidated Plan goals and objectives constitutes a valid public purpose;

WHEREAS, the City has designated Buffington Community Service monies to carry out such goals and objectives;

WHEREAS, the City is in need of assistance to further these objectives and it is the desire of the Subrecipient to engage in the performance of certain activities related to the City of Plano’s Consolidated Plan; and

WHEREAS, it is in the best interests of the citizens of Plano that the Buffington Community Services funds be utilized for the purposes listed herein,

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the objectives and goals for the City of Plano’s desire to provide community services to its citizens.

B. Program Delivery Activities

(Description of Program)

C. Levels of Accomplishment

The Subrecipient agrees to provide the following levels of program service:

<u>Activity</u>	<u>Total Units/Year</u>
<u>(Activity 1)</u>	<u>(X persons)</u>
<u>(Activity 2)</u>	<u>(X persons)</u>

D. Staffing

(Allowable staff description)

E. Conditions of Use

Subrecipient shall use any and all funds furnished by City for purposes set forth in this Agreement and for no other purpose. Subrecipient agrees the expenditure of the funds shall be completed on or before September 30, 2011. If, during the term of this Agreement, Subrecipient wishes to utilize funds for purposes other than the activities noted above, such change will be allowed only if the proposed change is approved by the City Manager or his/her designee. No expenditure of funds in performance with the proposed change is permitted until written approval is executed by the City Manager or his/her designee. Expenditures prohibits include social functions, parties, receptions, refreshments or beverages; licensing fees of any kind; underwriting, investments, stocks, bonds, or other financial obligation; and interest and/or depreciation on loans fines, penalties or costs of litigation.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2010, and terminate on the 30th day of September 30, 2011.

III. BUDGET

See Exhibit B for line item budget. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to this budget must be approved in writing by the Community Services Manager before the budget revision can be effective and cannot change the scope of the project funded under this contract.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed **\$(amount)** for the payment of eligible expenses and shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>City</u>	<u>Subrecipient</u>
Christina Day, Manager Community Services City of Plano 1520 Avenue K Plano, Texas 75074 972-941-5262 Fax: 972-941-7396	<u>(Name)</u> <u>(Title)</u> <u>(Agency)</u> <u>(Address)</u> <u>(Phone)</u>

V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract, including but not limited to the City of Plano’s guidelines and restrictions for the use of BCSG funds.

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from all unemployment compensation, FICA, retirement, life and/or medical insurance and worker’s compensation insurance, as the Subrecipient.

C. Insurance

Subrecipient agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit C. Such insurance shall be evidenced by certificates, a copy of which shall be provided to the Community Development Coordinator prior to execution of this Agreement. Insurance provided by Agency is subject to approval by City.

D. 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 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.

E. Grantee Recognition

The Subrecipient shall insure recognition of the role of the City in providing Buffington Community Service Grant resources for this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract. The Subrecipient further agrees to utilize funds available under this Agreement rather than supplant funds otherwise available.

F. Amendments

The City or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, State, or local guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding or the scope of services, such modifications will be incorporated only by written amendment and will not become effective until signed by both City, and the Subrecipient.

G. Suspension or Termination

1. Failure to Comply with Terms

If Subrecipient materially fails to comply with any term of this contract, the City may take one or more of the following actions, as appropriate in the circumstances: (1) disallow all or part of the cost of the activity or action not in compliance resulting in the return of funds related to any non-compliant activities; (2) wholly or partly suspend or terminate the current award for the Subrecipient's program, (3) withhold further awards for the program, or (4) take other remedies that are legally available.

2. Termination

This contract may be terminated at any time by the City with the consent of Subrecipient, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

If Subrecipient materially fails to comply with any term of this contract, this contract may be terminated by the City upon written notification to the Subrecipient, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

This contract may be terminated by Subrecipient upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with and agrees to adhere to accepted accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to, records providing a full description of each activity undertaken and records required to determine the eligibility of activities.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of the Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, ethnic breakdown, status (i.e. handicap, female-head of household, elderly), and description of service provided. Such information shall also be made available to City monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor Subrecipient or their designees at any time during normal business hours, as often as the City or grantor Subrecipient deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

6. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts with respect to any matters covered by this agreement by the City or its agent, for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein related to this contract.

C. Reporting and Payment Procedures

Subrecipient shall submit to City a quarterly Performance Report in a format prescribed by City and shall include the amount of funds obligated and expended for each of the eligible activity, and number of beneficiaries served - total and by income level.

Subrecipient shall submit a Performance Report quarterly no later than the final day of the following month after the completion of the quarter until all Buffington Community Service Grant amounts are reported and expended.

VII. GENERAL PROVISIONS

A. Article and Section Headings

The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

B. Partial Invalidity

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

C. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

D. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

E. Subcontracts

1. Approvals

The Subrecipient shall not enter into any subcontracts with any Subrecipient or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

2. Payment

The City shall not be obligated or liable under this Agreement to any party other than the instant subrecipient for payment of any monies or for provision of any goods or services.

3. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

4. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

5. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

F. Affidavit of No Prohibited Interest

Subrecipient acknowledges and represents it 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. Subrecipient has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit A.

G. Lobbying

The Subrecipient hereby certifies that none of the funds provided under this Agreement shall be used for publicity or propaganda designed to support or defeat legislation pending before the U.S. Congress, a State Legislature, County Commissioners Court, or City Council.

H. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious beliefs, or for the benefit of a religious organization.

XI. EFFECTIVE DATE

This Agreement shall be effective from and after execution by both parties hereto. Signed on the date indicated below.

XII. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

Subrecipient

(individual), (title)
(insert SUBRECIPIENT name)

Date: _____

Acknowledgement of Subrecipient

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010, **(Individual), (Title), of (Name of Recipient Agency), a (Type of Organization, for example, non-profit organization)** on behalf of said **(Organization)**.

Notary Public, State of Texas

City of Plano, Texas

Thomas H. Muehlenbeck, City Manager
City of Plano, Texas

Date: _____

Approved as to Form

Diane C. Wetherbee
City Attorney

Acknowledgement of City

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010, Thomas H. Muehlenbeck, City Manager, of the City of Plano, Texas, a Home-Rule Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

Exhibit B

2010 BUDGET: (INSERT SUBRECIPIENT'S NAME)

Exhibit C

INSURANCE REQUIREMENTS

Subrecipient shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Subrecipient, its agents, representatives, employees, volunteers, officers, director, or subcontractors.

The Subrecipient shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence") form CG 0001). Coverage will include:

- A. Premises - Operations;
- B. Broad Form Contractual Liability;
- C. Broad Form Property Damage; and
- D. Personal Injury

The policy will be endorsed to contain the following provisions: "The City of Plano, its officers, officials, employees, volunteers, Boards and Commissions are to be added as 'Additional Insureds' as respects to liability arising out of any activities performed by or on behalf of the Subrecipient." The policy shall contain no special limitations to the scope of coverage afforded to the City. The Subrecipient's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Subrecipient's insurance and shall not contribute with it.

Coverage shall be primary and non-contributory. Primary and non-contributory endorsement must be attached to the original certificate when submitted.

City prefers that insurance shall be placed with insurers with an A.M. Best rating of no less than A: VI or, a Standard & Poor's rating of A or better.

The Subrecipient shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state the coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. All endorsements required shall be attached to the original certificate when submitted.