



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		September 24, 2012		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): Karen Suiter x7566				
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 \$263,500 for the provision of various community services; 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: 2012-2013	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	263,500	0	263,500
Encumbered/Expended Amount	0	0	0	0
This Item	0	-263,500	0	-263,500
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
<p>COMMENTS: Funds are included in the 2012-13 Budget for the Buffington Community Services Grants. STRATEGIC PLAN GOAL: Community Services grants relates to the City's goal of Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>This Resolution establishes agreements for BCSG funding with various agencies. Approval of the resolution will enable the agencies to begin using BCSG grant funds effective October 1, 2012. The 2012 funding amounts and recipients were considered by City Council at the August 8, 2012 Work Session.</p>				
List of Supporting Documents: Resolution, Sample Agreement			Other Departments, Boards, Commissions or Agencies Community Relations Commission	

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 \$263,500 for the provision of various community services; 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 League of Greater Collin County, CASA of Collin County, Children's Advocacy Center of Collin County, City House, Inc., Collin County Committee on Aging, Dental Health Programs dba Community Dental Care, Family Outreach Richardson-Plano, Inc., Health Services of North Texas, Inc., Hope's Door, Jewish Family Service of Dallas, Journey of Hope Grief Support Center, Inc., 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 24TH DAY OF SEPTEMBER,
2012.**

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
Subrecipient Name**

Buffington Community Services Grant 2012-2013

This Agreement, entered this 1st day of October, 2012, by and between the City of Plano (herein called the “City”) and **Subrecipient name** (herein called “Subrecipient”).

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

WHEREAS, the City has designated Buffington Community Service (“BCSG”) 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 City of Plano’s objectives and goals to provide community services to its citizens.

The Agreement consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Grant Budget (**Exhibit “A”**);
- (b) Current Year Consolidated Grant Application, Section 2, Program To Be Funded (**Exhibit “B”**);
- (c) Insurance Requirements (**Exhibit “C”**);
- (d) Affidavit of No Prohibited Interest (**Exhibit “D”**); and
- (e) Application for Use of City Logo (**Exhibit “E”**)

These documents make up the Agreement Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Agreement Documents, the inconsistency or conflict shall be resolved by

giving precedence first to this written agreement then to the Agreement Documents in the order in which they are listed above. These documents shall be referred to collectively as the "Agreement Documents."

B. Program Delivery Activities

Subrecipient will carry out activities as described in Section 2 of their Consolidated Grant Application, and provided in **Exhibit B** attached hereto and incorporated herein by reference. Modifications to the activities described in **Exhibit B** prior to or during the term of the contract that impact the quality, quantity or availability of services to Plano clients are acceptable only as agreed by the City, per the Community Services Manager's written approval.

C. Levels of Accomplishment

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

<u>Activity</u>	<u>Total Persons Families Households/Year</u>
Activity 1	X
Activity 2 (if needed)	X

D. 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. The Subrecipient further agrees to utilize funds available under this Agreement rather than supplanting otherwise available funds. Subrecipient agrees the expenditure of the funds shall be completed on or before September 30, 2013. 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 any proposed change is permitted until written approval is executed by the City Manager or his/her designee. The following activities are not acceptable expenditures under this Agreement and funds shall not be applied to: 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, 2012, and terminate on the 30th day of September 30, 2013.

III. BUDGET

See **Exhibit A** attached hereto and incorporated herein by reference 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 **Exhibit A** 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 **Exhibit A** herein and in accordance with performance.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives, or their designee:

<u>City</u>	<u>Subrecipient</u>
Christina Day, Manager	Name
Community Services	Title
City of Plano	Organization
1520 K Avenue	Address
Plano, Texas 75074	City, State ZIP
972-941-7151	Phone
chrisd@plano.gov	E-mail

VI. 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** attached hereto and incorporated herein by reference. 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 IT 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. To this end, Subrecipient is authorized to utilize the City's logo through the duration of this contract, per Exhibit E attached hereto and incorporated herein by reference, once approved by the Public Information Officer of the City of Plano by receipt of an approval form.

F. Amendments

The City and 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 their respective 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

If Subrecipient materially fails to comply with any term of this agreement, this agreement may be terminated by the City upon thirty (30) day written notification to the Subrecipient, setting forth the reasons for such termination, and in the case of partial termination, the portion to be terminated. All services being terminated shall cease upon the date such notice is received.

This agreement may be terminated by Subrecipient upon thirty (30) day 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.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with and adhere to generally accepted accounting principles and procedures (“GAAP”), utilize adequate internal controls, and maintain complete source documentation for all costs incurred.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but are not 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 are 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, and description of service provided. Such information shall also be made available to City monitors or their designees for review upon request within five (5) business days.

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 copies or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (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. 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.

VIII. 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 Obligations to Third Parties

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 D** attached hereto and incorporated herein by reference.

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.

I. Venue

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

IX. 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.

X. EFFECTIVE DATE

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

Subrecipient Name

Date: _____

**Name
Title**

City of Plano, Texas

Date: _____

Christina Day
Community Services 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 _____, 2012, Name, Title of Subrecipient, a non-profit organization on behalf of said organization.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, Christina Day, Community Services Manager, of the City of Plano, Texas, a Home-Rule Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

Exhibit A

2012 BUDGET – (ORGANIZATION NAME)

Expenses	2012-2013 Budget
Line item consistent with and not to exceed application Section 4.F.	\$0
Line item consistent with and not to exceed application Section 4.F.	\$0
Total	\$0

Exhibit B

**PROGRAM DELIVERY ACTIVITIES PER
SECTION 2 OF CURRENT YEAR CONSOLIDATED GRANT APPLICATION**

Exhibit C

INSURANCE REQUIREMENTS

1. General Provisions

- 1.1. The Agency shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Agency. The Agency shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Agency is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2. Agency shall cause each subcontractor employed by Agency to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3. The Agency agrees that the insurance requirements specified in this section do not reduce the liability Agency has assumed in any indemnification/hold harmless section of this contract.
- 1.4. City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Agency to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5. Insurance coverage required by this section shall:
 - 1.5.1. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City, and
 - 1.5.2. Be with an insurer possessing an A-VII. A. M. Best Rating.

2. Minimum Insurance Coverage & Limits

- 2.1. Commercial General Liability. Agency shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.
 - 2.1.1. Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2. Minimum Limits of Insurance

- 2.1.2.1. \$1,000,000 Per Occurrence
- 2.1.2.2. \$1,000,000 Personal/Advertising Injury
- 2.1.2.3. \$2,000,000 General Aggregate
- 2.1.2.4. \$2,000,000 Products/Completed Operations Aggregate

2.2. Commercial Automobile Liability. Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

2.2.1. Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.2.2. Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the provided in ISO form CA 00 01.

2.2.3. Contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section or under any applicable automobile physical damage coverage.

3. Evidence of Insurance

3.1. Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2. Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3. City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site or commencing any service pursuant to this contract until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4. Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5. The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

- 3.5.1. List each insurers' NAIC Number or FEIN,
- 3.5.2. List **2012 Buffington Community Services Grant, program name, location of service, and services dates of October 1, 2012 through September 30, 2013.**
- 3.5.3. State waiver of subrogation is in favor of City with regard to Workers' Compensation Coverage if required listed as required in Section 2.0, Minimum Coverage & Limits of this document,
- 3.5.4. List the specific number of days cancellation provided pursuant to policy language for notice of cancellation to certificate, and
- 3.5.5. List City of Plano, Office of Risk Management, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section.

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.

Name of Subrecipient

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 E

APPLICATION FOR USE OF CITY LOGO

**Application for Use of
the City of Plano Logo
For Buffington Community Services Grant Recipients**



The City of Plano Logo may only be used in accordance with Section 2-1 of the City of Plano Code of Ordinances, Section 130.000 of the City of Plano Policies and Procedures, Specific Use Guidelines for Official City Logo Use, and in accordance with the purposes set out in this contract.

Indicate specifically how your organization will use the City of Plano logo consistent with the Grantee Recognition requirements of your contract.

Insert response

Type of product/signage logo is to be used upon (attach a sample/photo/drawing depicting the proposed usage of the logo to this application and explain each example if there is more than one):

Insert response

Quantity to be printed:

Insert response

Will this be distributed free*? (circle one) Yes No

*this includes Internet, schools, local business, etc.

If so, where, how and by whom?

Insert response

If you plan to use the logo on items for sale, explain the use and how profits will be used.

Insert response

The City of Plano is the exclusive trademarked owner of the official City of Plano logo. Approval to use the official City logo is at the sole discretion of the City of Plano. Permission to use the logo may be revoked by the City at any time without liability on the part of the City for said revocation.

Note: If the application requires a City Council hearing, the applicant must be available for the public hearing on the submitted application. The Public Information Office will contact the applicant regarding the date and time that the application is posted on a City Council agenda for the hearing. Non-profit agencies receiving City grant funds and contractors providing goods, services, or materials do not require City Council approval.

REQUIREMENTS OF USAGE

1. Only the official City of Plano logo may be used. It must be used in its entirety and without distortion or alteration. Example provided.
2. The official City of Plano logo consists of two colors, PMS 300 and PMS 185, and the colors may not be changed for usage without permission.
3. The official City logo may not be copied from any source and must be obtained in digital format from the City of Plano Director of Public Information.
4. The official City logo may not be combined or superimposed with any other symbols. The logo should always stand alone from its surroundings (text, graphics, visual elements, etc.).
5. Applicant must indemnify the City of Plano against any claims or damages arising out of use of the logo.
6. The official City of Plano logo should not be used in any way implying endorsement of any item or thing by the City of Plano.
7. The application is limited solely to City of Plano logo usage. The All-America City logo, sometimes depicted in conjunction with the City of Plano logo, may not be used without clearance through the City of Plano Director of Public Information for authorized uses and/or obtaining the proper consent from the National Civic League.

I, on behalf of my organization, agree to abide by the Requirements of Usage and regulations under the City of Plano ordinances and policies pertaining to use of the City of Plano official logo.

Organization

Print Name Authorized Representative

Signature

Date