

ORDINANCE NO. 2014-425

AN ORDINANCE OF THE COUNCIL OF THE CITY OF DENTON, TEXAS ACCEPTING A PROPOSAL AND AWARDING AN “AGREEMENT FOR THE P.L.U.S. ONE PROGRAM BY AND BETWEEN THE CITY OF DENTON, TEXAS AND INTERFAITH MINISTRIES, INC.” FOR A UTILITY ASSISTANCE PROGRAM FOR LOW-INCOME DENTON RESIDENTIAL HOUSEHOLDS IN AN AMOUNT NOT-TO-EXCEED \$100,000 PER YEAR; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 5630 – UTILITY ASSISTANCE PROGRAM FOR THE CITY OF DENTON, TEXAS–FOR A ONE (1) YEAR TERM WITH TWO (2) ONE YEAR RENEWAL OPTIONS).

WHEREAS, the City Manager has reviewed the proposal of Interfaith Ministries, Inc. regarding a Utility Assistance Program known as the P.L.U.S. One Program (“Prevent Loss of Utility Service”), which provides for utility assistance for low-income households; and hereby recommends that the proposal of Interfaith Ministries, Inc. is appropriate for the administration of the Utility Assistance Program in the City, as proposed and submitted; and

WHEREAS, funding for the Utility Assistance Program will be provided by: (1) voluntary charitable contributions made to the P.L.U.S. One program by citizens of Denton, Texas and ratepayers of Denton Municipal Utilities and (2) by an allocable portion of Denton Municipal Utilities, utility late payment penalty funds; such funds to be contributed to the Utility Trust Fund to be determined by the City of Denton on a regular basis; and

WHEREAS, the proposal of Interfaith Ministries approved herein shall be the successor to the existing P.L.U.S. One Program, which is also administered by Interfaith Ministries, Inc.; the Council finds that this program is and will be beneficial to the City of Denton’s municipal utility ratepayers and is in the best interest of its citizens; NOW, THEREFORE

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations contained in the preamble hereto are incorporated herewith for all purposes.

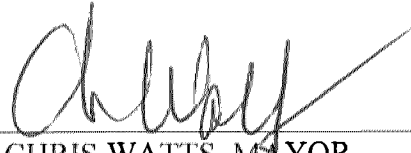
SECTION 2. The City Manager, or his designee is hereby authorized to execute and accept the “Agreement for the P.L.U.S. One Program by and between the City of Denton, Texas and Interfaith Ministries, Inc.” (hereafter the “Agreement”) for the administration of the Utility Assistance Program for such services, which Agreement is substantially in the form, as that Agreement attached hereto as Exhibit “A,” which Agreement is incorporated herewith by reference

SECTION 3. By the approval and acceptance of the above Agreement, the City accepts the offer of Interfaith Ministries, Inc. and agrees to fund the services in accordance with the terms and standards as set forth in the Agreement.

SECTION 4. By the acceptance and approval of the above Agreement, the City Council hereby authorizes the expenditure of funds therefore, by the City Manager, in accordance with the Agreement.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

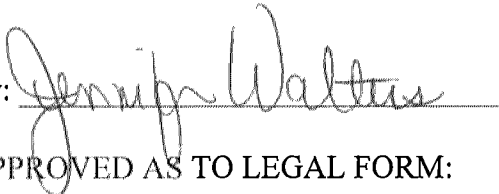
PASSED AND APPROVED this the 16th day of December, 2014.




CHRIS WATTS, MAYOR

ATTEST:

JENNIFER WALTERS, CITY SECRETARY

By: 

APPROVED AS TO LEGAL FORM:  
ANITA BURGESS, CITY ATTORNEY

By: 

**AGREEMENT FOR THE P.L.U.S. ONE PROGRAM  
BY AND BETWEEN  
THE CITY OF DENTON, TEXAS AND INTERFAITH MINISTRIES, INC.**

This Agreement is made and entered into by and between the City of Denton, Texas, a Texas municipal corporation, acting by and through its City Manager, pursuant to ordinance, hereinafter referred to as "CITY;" and Interfaith Ministries, Inc., 1109 North Elm Street., Denton, Texas 76201, a Texas non-profit corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY has received certain charitable contributions and allocated a portion of late utility payment penalty funds, and if the late utility payment funds are insufficient, then possibly other Denton Municipal Electric receipts, received by it in order to assist utility customers of the CITY who face termination of CITY utility services due to financial hardship, through the CITY's "P.L.U.S. One - Utility Assistance Program;" and

WHEREAS, CITY has issued a Request for Proposal No. 5630, and CONTRACTOR has been selected as the entity to continue to carry out such Project;

NOW, THEREFORE, the parties hereto agree, and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the conditions hereinafter described.

**1. TERM**

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council, unless either party notifies the other prior to the scheduled renewal date. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

**2. RESPONSIBILITIES**

CONTRACTOR hereby accepts the responsibility for the performance of all services and activities described in the "P.L.U.S. One - Utility Assistance Program Guidelines" attached hereto as Exhibit "A," and incorporated herein by reference, in a satisfactory and efficient manner as determined by CITY, in accordance with the terms herein. CITY will consider CONTRACTOR's executive officer to be CONTRACTOR's representative responsible for the management of all contractual matters pertaining hereto, unless written notification to the contrary is received from CONTRACTOR, and approved by CITY.

The CITY's Community Development Administrator will be CITY's representative responsible for the administration of this Agreement.

### 3. CITY'S OBLIGATION

A. Limit of Liability. On a monthly basis, CITY will initially provide CONTRACTOR with a set amount of funding equal to or less than the amount of funding CITY has available in the Utility Assistance Trust Fund account. The Utility Assistance trust account holds funds that have been contributed by citizens. Supplemental funding will be provided by CITY using funds received through the collection of late utility payment penalties. The amount of late utility payment penalty funds to be provided by CITY will be determined by staff based on community needs as reported by CONTRACTOR. The City Council shall review the annual funding levels, if any, beginning in January 2015. The annual funding amount to be provided to CONTRACTOR is initially \$100,000 to be allocated at a rate of \$8,333.33 per calendar month during the term ending one year from the date of City Council approval of this Agreement; provided however, in January 2015 or at any later time, the City Council shall establish what funding levels are appropriate to transfer to CONTRACTOR, either more or less than the above amount, depending on the facts and relevant circumstances.

B. Distribution of Funds by Contractor. Funds are to be distributed by CONTRACTOR to those utility customers who meet the criteria of the Utility Assistance Program. On a quarterly basis, CITY will review expenditure documentation and reconcile payments and expenditure records. At any time, if CITY funds on hand are exhausted, CONTRACTOR may submit additional payment requests to CITY. If excess funds are on hand at the time of the quarterly review, CITY may elect to decrease the subsequent month's funding, if any, by the amount in reserve.

C. Measure of Liability. In consideration of full and satisfactory services and activities hereunder by CONTRACTOR, CITY agrees that CONTRACTOR can recover its reasonable administrative costs from the funds; subject however, to the limitations and provisions set forth in Section 9 of this Agreement.

- (1) The parties expressly understand and agree that CITY's obligations under this Section are contingent upon the actual receipt of contributions from the utility customers of the CITY as well as the annual approval by the City Council to allocate funds collected for late utility payment penalties and possibly other Denton Municipal Electric receipts. If there are no contributions in the Utility Assistance trust fund account or the allocation of late utility payment penalty funds changes for any month, CITY shall notify CONTRACTOR in writing within a reasonable time after such facts have been determined. Changes to contributions or funding for any particular month shall not make the CITY liable for any costs that the CONTRACTOR may incur for the administration of the Utility Assistance Program.
- (2) It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of the City of Denton.
- (3) CITY shall not be obligated or liable under this Agreement to any party for providing funds or providing any goods or services other than to CONTRACTOR.

#### **4. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

CONTRACTOR shall comply with all applicable federal laws, the laws of the State of Texas and the ordinances of the City of Denton.

#### **5. REPRESENTATIONS**

A. CONTRACTOR assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she, or they have been fully authorized by CONTRACTOR to execute this Agreement on behalf of CONTRACTOR and to validly and legally bind CONTRACTOR to all terms, performances and provisions herein set forth.

C. CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either CONTRACTOR or the person signing the Agreement to enter into this Agreement. CONTRACTOR is liable to CITY for any money it has received from CITY for performance of the provisions of this Agreement if CITY has suspended or terminated this Agreement for the reasons enumerated in this Section 5.

D. CONTRACTOR agrees that the funds and resources provided CONTRACTOR under the terms of this Agreement will in no way be substituted for funds and resources from other sources, nor in any way serve to reduce the resources, services, or other benefits which would have been available to, or provided through, CONTRACTOR had this Agreement not been executed.

#### **6. PERFORMANCE BY CONTRACTOR**

CONTRACTOR will provide, oversee, administer, and carry out all of the activities and services set out in the "P.L.U.S. One - Utility Assistance Program Guidelines," attached hereto and incorporated herein for all purposes as Exhibit "A," and in accordance with all other terms, provisions and requirements of this Agreement.

No modifications or alterations may be made in the Utility Assistance Program's guidelines without the prior written approval of the CITY.

#### **7. WARRANTIES**

CONTRACTOR represents and warrants that:

- A. All information, reports and data heretofore or hereafter requested by CITY and furnished to CITY, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to CITY.

- B. Any supporting financial statements heretofore requested by CITY and furnished to CITY, are complete, accurate and fairly reflect the financial condition of CONTRACTOR on the date shown on said report, and the results of the operation for the period covered by the report, and that since said date, there has been no material change, adverse or otherwise, in the financial condition of CONTRACTOR.
- C. No litigation or legal proceedings are presently pending or threatened against CONTRACTOR.
- D. None of the provisions herein contravenes or is in conflict with the authority under which CONTRACTOR is doing business or with the provisions of any existing indenture or agreement of CONTRACTOR.
- E. CONTRACTOR has the power to enter into this Agreement and accept payments hereunder, and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.
- F. None of the assets of CONTRACTOR is subject to any lien or encumbrance of any character, except for current taxes not delinquent, except as shown in the financial statements furnished by CONTRACTOR to CITY.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

## **8. COVENANTS**

- A. During the period of time that payment may be made hereunder and so long as any payments remain unliquidated, CONTRACTOR shall not:
  - (1) Use the funds provided for any use other than those provided for in the "P.L.U.S. One - Utility Assistance Program Guidelines."

## **9. ALLOWABLE COSTS**

- A. Costs shall be considered allowable only if incurred directly and specifically in the performance of and in compliance with this Agreement.
- B. CITY's prior written authorization is required in order for the following to be considered allowable costs:
  - (1) CITY shall not be obligated to any third parties, including any subcontractors of CONTRACTOR, and CITY funds shall not be used to pay for any contract service extending beyond the expiration of this Agreement.
  - (2) Out of town travel of CONTRACTOR.

- (3) Any alterations or relocation of the facilities on and in which the activities specified in Exhibit "A" are conducted.
- (4) Costs or fees for temporary employees or services.
- (5) Any fees or payments for consultant services payable to CONTRACTOR or CONTRACTOR'S Consultants.
- (6) Fees for attending out of town meetings, seminars or conferences.

Written requests for prior approval are CONTRACTOR's responsibility and shall be made within sufficient time to permit a thorough review by CITY. CONTRACTOR must obtain written approval by CITY prior to the commencement of procedures to solicit or purchase services, equipment, or real or personal property. Any procurement or purchase which may be approved under the terms of this Agreement must be conducted in its entirety in accordance with the provisions of this Agreement.

Program administration costs are to be recovered monthly by CONTRACTOR for Utility Service Trust Funds. Upon approval of this Contract by the City Council, the City shall pay to CONTRACTOR for its estimated expenses, the sum of \$1,200 per calendar month, beginning in November 2014, during the term of this Agreement, ending November 30, 2015, unless modified by the Council.

## **10. MAINTENANCE OF RECORDS**

- A. CONTRACTOR agrees to maintain written records that will provide accurate, current, separate, and complete disclosure of the status of the funds received under this Agreement, in compliance with the provisions of this Agreement and the Utility Assistance Program Guidelines, and with any other applicable Federal and State regulations establishing standards for financial management. CONTRACTOR's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Nothing in this Section shall be construed to relieve CONTRACTOR of fiscal accountability and liability under any other provision of this Agreement or any applicable law. CONTRACTOR shall include the substance of this provision in all subcontracts.
- B. CONTRACTOR agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the operation of programs and expenditures of funds under this Agreement for a period of four years following completion of the plan year.
- C. Nothing in the above subsections shall be construed to relieve CONTRACTOR of responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this Agreement.

- D. Notwithstanding any other provisions of this Agreement or Utility Assistance Program guidelines, at any reasonable time and as often as CITY may deem necessary, the CONTRACTOR shall make available to, all of its records pertaining solely to the matters only dealing with this Agreement, and not otherwise and shall permit CITY, or any of its authorized representatives to audit, examine, make excerpts and copies of such records, and to conduct audits of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and all other data requested by said representatives.

## **11. REPORTS AND INFORMATION**

At such times and in such form as CITY may require, CONTRACTOR shall furnish such statements, records, data and information as CITY may request and deem pertinent to matters covered by this Agreement.

Unless a written exemption has been granted by the CITY, CONTRACTOR shall submit the most recent yearly audit conducted by independent examiners within ten (10) days after receipt of such written request from the CITY.

## **12. MONITORING AND EVALUATION**

- A. CITY may perform on-site monitoring of CONTRACTOR's performance under this Agreement.
- B. CONTRACTOR agrees that CITY may carry out monitoring and evaluation activities to ensure adherence by CONTRACTOR to the Utility Assistance Program guidelines which are attached hereto as Exhibit A, as well as other provisions of this Agreement.
- C. CONTRACTOR agrees to cooperate fully with CITY in the development, implementation and maintenance of record-keeping systems and to provide data determined by CITY to be necessary for CITY to effectively fulfill its monitoring and evaluation responsibilities.
- D. CONTRACTOR agrees to cooperate in such a way so as not to obstruct or delay CITY in such monitoring and to designate one of its staff to coordinate the monitoring process as requested by CITY staff.
- E. After each official monitoring visit, CITY shall provide CONTRACTOR with a written report of monitoring findings.
- F. CONTRACTOR shall submit copies of any fiscal, management, or audit reports by any of CONTRACTOR's funding or regulatory bodies to CITY within ten (10) days of receipt of each by CONTRACTOR.

### **13. DIRECTORS' MEETINGS**

During the terms of this Agreement, CONTRACTOR shall cause to be delivered to CITY copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to CITY in a timely manner, so that the City receives said notice at least, not less than 72 hours prior to the meeting time, to give adequate notice, and shall include an agenda and a brief description of the matters to be discussed. CONTRACTOR understands and agrees that CITY representatives shall be afforded access to all of the Board of Directors' meetings.

Minutes of all meetings of CONTRACTOR's governing body shall be available to CITY within ten (10) working days of approval.

### **14. INSURANCE**

- A. CONTRACTOR shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for services offered under this Agreement. CONTRACTOR shall be allowed a reasonable time to obtain such insurance and bonding from the time of the signing of the contract.
- B. The premises on and in which the activities described in Exhibit "A" are conducted, and the employees conducting these activities, shall be covered by premises liability insurance, commonly referred to as "Owner/Tenant" coverage with CITY named as an additional insured, within a reasonable time of signing this Agreement. Upon request of CONTRACTOR, CITY may, at its sole discretion, approve alternate insurance coverage arrangements.
- C. CONTRACTOR will comply with applicable workers' compensation statutes and will obtain employers' liability coverage where available and other appropriate liability coverage for program participants, if applicable.
- D. CONTRACTOR will maintain adequate and continuous liability insurance on all vehicles owned, leased or operated by CONTRACTOR. All employees of CONTRACTOR who are required to drive a vehicle in the normal scope and course of their employment must possess a valid Texas driver's license and automobile liability insurance in the amounts and coverage required by law. Evidence of the employee's current possession of a valid license and insurance must be maintained on a current basis in CONTRACTOR's files.
- E. Actual losses not covered by insurance as required by this Section are not allowable costs under this Agreement, and remain the sole responsibility of CONTRACTOR.
- F. The policy or policies of insurance shall contain a clause which requires that City and CONTRACTOR be notified in writing of any cancellation of change in the policy at least thirty (30) days prior to such change or cancellation.

## **15. EQUAL OPPORTUNITY**

- A. CONTRACTOR shall comply with all applicable equal employment opportunity and affirmative action laws or regulations.
- B. CONTRACTOR will furnish all information and reports requested by the CITY, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state and Federal rules and regulations.
- C. In the event of CONTRACTOR's non-compliance with the non-discrimination requirements, CITY may cancel or terminate the Agreement in whole or in part, and CONTRACTOR may be barred from further contracts with CITY.

## **16. PERSONNEL POLICIES**

Personnel policies shall be established by CONTRACTOR and shall be available for examination. Such personnel policies shall:

- A. Be consistent with CITY's personnel policies, procedures, and practices, including policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits, vacation and sick leave privileges, and travel, unless exceptions are approved in advance, by CITY; and
- B. Be in writing and shall be approved by the governing body of CONTRACTOR and by CITY.

## **17. CONFLICT OF INTEREST**

- A. CONTRACTOR covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.
- B. CONTRACTOR further covenants that no member of its governing body or its staff, subcontractors or employees shall possess any interest in or use his position for a purpose that is or gives the appearance of being motivated by desire for private gain for himself, or others, particularly those with which he has family, business, or other ties.
- C. No officer, member, or employee of CITY and no member of its governing body, and no member of the Public Utility Board who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall (1) participate in any decision relating to the Agreement which affects his personal interest or the interest in any corporation, partnership, or association in which he has direct or indirect interest; or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **18. NEPOTISM**

CONTRACTOR shall not employ in any paid capacity any person who is a member of the immediate family of any person who is currently employed by CONTRACTOR, or is a member of CONTRACTOR's governing board. The term "member of immediate family" includes: wife, husband, son, daughter, mother, father, brother, sister, in-laws, aunt, uncle, nephew, niece, step-parent, step-child, half-brother and half-sister.

## **19. PUBLICITY**

Where such action is appropriate, CONTRACTOR shall publicize the activities conducted by CONTRACTOR under this Agreement. In any and all news releases, signs, brochures, or other advertising media, disseminating information prepared or distributed by or for CONTRACTOR, the advertising medium shall state that funding through the City of Denton has made the Project possible.

## **20. NON-RELIGIOUS ACTIVITIES**

The CONTRACTOR will provide all services under this Agreement in a manner that is exclusively non-religious in nature and scope. There shall be no religious services, proselytizing, instruction or any other religious preference, influence or discrimination in connection with providing the services hereunder.

## **21. POLITICAL OR SECTARIAN ACTIVITY**

- A. None of the performances rendered hereunder shall involve, and no portion of the funds received by CONTRACTOR hereunder shall be used, either directly or indirectly, for any political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat or final content of legislation.
- B. None of the performance rendered hereunder shall involve, and no portion of the funds received by CONTRACTOR hereunder shall be used for or applied directly or indirectly to the construction, operation, maintenance or administration, or be utilized so as to benefit in any manner any sectarian or religious facility or activity, unless specifically authorized in writing by this contract and ordinance authorizing Utility Assistance Program.

## **22. CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties, except when the terms of this Agreement expressly provide that another method shall be used.

- B. CONTRACTOR may not make transfer from the funds provided in this agreement to any other budget item or fund unless provided for in this Agreement and Utility Assistance Program guidelines.
- C. It is understood and agreed by the parties hereto that changes in the State, Federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto, and shall become a part of the Agreement on the effective date specified by the law or regulation.
- D. CITY may, from time to time during the term of the Agreement, request changes in Exhibit A. Such changes shall be incorporated in a written amendment hereto, as provided in Subsection A of this Section.
- E. CONTRACTOR agrees to notify CITY in writing of any proposed change in physical location for work performed under this Agreement at least thirty (30) calendar days in advance of the change.
- F. CONTRACTOR shall notify CITY of any and all changes in personnel or governing board composition.
- G. It is expressly understood that neither the performance of Exhibit A for any program contracted hereunder nor the transfer of funds between or among said programs will be permitted.

### **23. SUSPENSION OF FUNDING**

Upon determination by CITY of CONTRACTOR's failure to timely and properly perform each of the requirements, time conditions and duties provided herein, CITY, without limiting any rights it may otherwise have, may, at its discretion, and upon ten (10) working days written notice to CONTRACTOR, withhold further payments to CONTRACTOR. Such notice may be given by mail to the Executive Officer and the Board of Directors of CONTRACTOR. The notice shall set forth the default or failure alleged, and the action required for cure.

The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed thirty (30) calendar days. At the end of the suspension period, if CITY determines the default or deficiency has been satisfied, CONTRACTOR may be restored to full compliance status and paid all eligible funds withheld or impounded during the suspension period. If however, CITY determines that CONTRACTOR has not come into compliance, the provisions of SECTION 24 may be effectuated.

### **24. TERMINATION**

- A. CITY may terminate this Agreement for cause under any of the following reasons or for other reasons not specifically enumerated in this paragraph:

- (1) CONTRACTOR's failure to attain compliance during any prescribed period of suspension as provided in Section 21; or
- (2) CONTRACTOR's violation of covenants, agreements or guarantees of this Agreement; or
- (3) Finding by CITY that CONTRACTOR:
  - a) is in such unsatisfactory financial condition as to endanger performance under this Agreement; or
  - b) is delinquent in payment of taxes, or of costs of performance of this Agreement in the ordinary course of business; or
- (4) Appointment of a trustee, receiver or liquidator for all or substantial part of CONTRACTOR's property, or the institution of bankruptcy, reorganization, rearrangement of, or liquidation proceedings by or against CONTRACTOR; or
- (5) The commission by CONTRACTOR of an act of bankruptcy; or
- (6) CONTRACTOR's violation of any law or regulation to which CONTRACTOR is bound or shall be bound under the terms of the Agreement.

CITY shall promptly notify CONTRACTOR in writing of the decision to terminate and the effective date of termination. CONTRACTOR will refund any funds not yet distributed less any administrative cost allowed by this Agreement within thirty (30) days receipt of written notice of termination.

- B. CITY reserves the right to, and may terminate this Agreement for convenience at any time. If this Agreement is terminated by CITY for convenience, the termination shall be made effective by the CITY giving written notice to the CONTRACTOR.
- C. CONTRACTOR may terminate this Agreement in whole or in part by written notice to CITY, if a termination of outside funding occurs upon which CONTRACTOR depends for performance hereunder. CONTRACTOR may terminate this Agreement upon the dissolution of CONTRACTOR's organization not occasioned by a breach of this Agreement.
- D. Upon receipt of notice to terminate by CITY or by termination of contract under subsection C of this paragraph, CONTRACTOR shall return any funds not yet distributed less any administrative costs allowed by this Agreement, within thirty (30) days of the termination.
- E. Notwithstanding any exercise by CITY of its right of suspension or termination, CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Agreement by CONTRACTOR.

## **25. NOTIFICATION OF ACTION BROUGHT**

In the event that any claim, demand, suit or other action is made or brought by any person(s), firm, corporation or other entity against CONTRACTOR, CONTRACTOR shall give written notice thereof to CITY within two (2) working days after being notified of such claim, demand, suit or other action. Such notice shall state the date and hour of notification of any such claim, demand, suit or other action; the names and addresses of the person(s), firm, corporation or other entity making such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding; and the name of any person(s) against whom such claim is being made or threatened. Such written notice shall be delivered either personally, by e-mail or by mail.

## **26. INDEMNIFICATION**

- A. It is expressly understood and agreed by both parties hereto that CITY is contracting with CONTRACTOR as an independent contractor and that as such, CONTRACTOR shall save and hold CITY, its officers, agents and employees harmless from all loss or liability of any nature or kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits or damages of any character whatsoever resulting in whole or in part from the performance or omission of any employee, agent or representative of CONTRACTOR.
- B. CONTRACTOR agrees to provide the defense for, and to indemnify and hold harmless CITY its agents, employees, or contractors from any and all claims, suits, causes of action, demands, damages, losses, attorney fees, expenses, and liability arising out of the use of these contracted funds and program administration and implementation except to the extent caused by the willful act or omission of CITY, its agents, employees, or contractors.

## **27. MISCELLANEOUS**

- A. CONTRACTOR shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder, to any party or parties, company or other institution without the prior written approval of CITY.
- B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.
- C. In no event shall any payment to CONTRACTOR hereunder, or any other act or failure of CITY to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by CITY of any breach of covenant or default which may then or subsequently be committed by CONTRACTOR. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to CITY to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of CITY may waive the effect of this provision.

D. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall an agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

E. In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, codes, laws, ordinances or regulations, CITY will have the final authority to render or to secure an interpretation.

F. For purposes of this Agreement, all official communications and notices among the parties shall be deemed made if sent postage paid or hand-delivered to the parties at the address set forth below:

TO CITY:

Community Development Administrator  
City of Denton, Texas  
601 E. Hickory, Suite B  
Denton, Texas 76205

TO CONTRACTOR:

Condell Garden, Exec. Director  
Interfaith Ministries, Inc.  
1109 North Elm St.  
Denton Texas 76201


G. This Agreement shall be interpreted in accordance with the laws of the State of Texas and exclusive venue of any litigation concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

IN WITNESS WHEREOF this Agreement has been executed on this the 16th day of December, 2014.

“CITY”

CITY OF DENTON, TEXAS  
A Texas Municipal Corporation

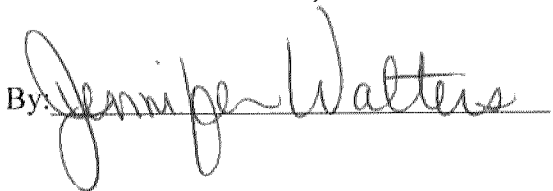
By:

  
GEORGE C. CAMPBELL, CITY MANAGER

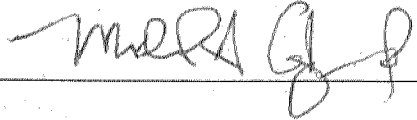
ATTEST:

JENNIFER WALTERS, CITY SECRETARY

By:

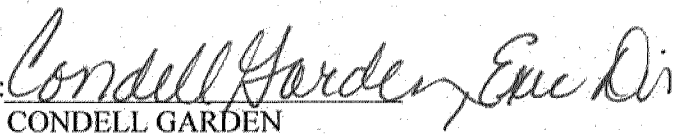


APPROVED AS TO LEGAL FORM:  
ANITA BURGESS, CITY ATTORNEY

By: 

“CONTRACTOR”

INTERFAITH MINISTRIES, INC.  
A Texas Not-for-Profit Corporation

By:   
CONDELL GARDEN  
EXECUTIVE DIRECTOR

ATTEST:

By:   
BOARD SECRETARY

## **EXHIBIT A**

### **P.L.U.S. ONE – (PREVENTION OF LOSS OF UTILITY SERVICE) CITY OF DENTON - UTILITY ASSISTANCE PROGRAM GUIDELINES**

This utility funding program is set up by the City of Denton, Texas to encourage utility customers to add a voluntary monthly contribution amount to their utility bill or payment. In addition, the Customer Service Department of Denton Municipal Utilities, may from time-to-time allocate an agreed upon amount of utility late payment penalty funds and other revenue from Denton Municipal Electric (“DME”) to supplement the customer donations. The funds will be used to provide financial assistance to utility customers experiencing financial hardship and whose service is pending termination or has been terminated for reason of non-payment. These funds are first collected by the City of Denton and then placed in a special Trust Fund designated solely for the “P.L.U.S. One” Program (“Program”) for the purpose of utility payment assistance. The City of Denton then disburses the funds on a monthly basis to the CONTRACTOR, who administers the Program.

A. The following guidelines will apply to the use of Program funds to provide assistance:

1. Denton Municipal Utility customers who qualify for the Program will be eligible for only one payment from the Program fund during a twelve-month period, unless otherwise qualified and designated as an extreme hardship by CONTRACTOR.
2. Persons receiving assistance must be a City of Denton residential service customer, and provide evidence of a financial hardship. In order to be eligible, customers must produce documentation verifying an unpaid utility account balance payable to the City of Denton, Texas, or demonstrate that utility service from the City of Denton, Texas is in jeopardy of delinquency and/or disconnection.
3. Assistance may be used for short-term crisis intervention to restore or maintain utility service. Additional assistance may be approved by CONTRACTOR if the financial circumstances of the person(s) receiving assistance is designated as an extreme hardship.
4. Apparent consistent excessive utility usage will be a negative factor in determining eligibility. These cases will be referred to the City of Denton Customer Service Department for review prior to considering and/or providing Program assistance.
5. The overall financial resources available to the applicant will be considered in determining eligibility.

6. Program assistance will be solely in the form of payment made or obligated to the City of Denton for Denton Municipal Utility service only. There will no disbursements other than to the City of Denton, Texas by CONTRACTOR.
  7. Priority will be given to residential households whose circumstances are as follows:
    - a. Gross family income is 65% or less of the Area Median Income ("AMI").
    - b. Electricity powered life-support systems are in use.
    - c. Serious illness exists with a member of the household.
    - d. Disabled or homebound or elderly residents age 65 years or above, existing on a fixed income reside there.
    - e. Small children of that household reside at the dwelling.
    - f. Recent emergencies such as a home fire, layoffs from work, excessive medical expenses, etc., have occurred and are beyond the applicant's control.
  8. Preferences will be given to families that meet the income guidelines, who have also resided in Denton for at least six (6) months, and families who have not received utility assistance within twelve months of the current application.
  9. Although income is not the only criteria for determining eligibility, it will serve as a strong indicator of need and ability to pay. All requests will be treated on a case-by-case basis.
- B. The following are the current guidelines for Program administration:
1. CONTRACTOR is required to provide monthly financial and beneficiary reports to the CITY and give a Program accounting to the Public Utilities Board, not less than once per year, if requested. The annual report for the preceding calendar year shall be delivered to the CITY no later than April 1, of each subsequent year that this Agreement is in effect, beginning on April 1, 2015.
  2. A portion of Program funds may be used by CONTRACTOR to help cover reasonable Program administration costs.
  3. It is the responsibility of the Utilities Customer Service Department to obtain the dollar amount donated by customers each month and deposit funds in the Trust Fund. The Department shall also determine the total amount of utility late charges collected for the preceding month for accounting purposes.

4. The Community Development Division of the City of Denton will provide the Contractor with necessary information to allow the Contractor to provide Program services.

C. Denial of Utility Assistance Trust Funds (“Trust Funds”) to utility customer:

1. Except in designated cases of “extreme hardship,” the guidelines for the distribution, use and administration of the Utility Assistance Trust Funds provided by the City shall be distributed and or applied under these utility assistance program guidelines.
2. In the event the Contractor does not approve the distribution or use of Trust Funds to a utility customer and the customer requests a review and or appeal of the denial, the Contractor shall first have the right to require a written request from the customer in accordance with current policy guidelines as may be established from time to time by the Board of Directors of the Contractor.
3. In the event the Contractor does not approve the distribution or use of Trust Funds to a utility customer after the review and or appeal of the denial, the Contractor shall provide customer with a copy of this EXHIBIT “A” (a copy of these “Guidelines”) of this Service Agreement, and identify the applicable guideline or guidelines used for denial of utility assistance.
4. Monthly reports submitted by Contractor to the City will include information on number of clients denied assistance and the various reasons for denial.
5. Periodically or on a case-by-case basis, the City may request a copy of the Contractor’s review and/or appeal file established for purposes of the City’s P.L.U.S. One - Utility Assistance Program.

## **EXHIBIT B**

### **Qualifying Income Limits for P.L.U.S. One - Utility Assistance Program** **Maximum Income Levels**

#### **FY 2014 Income Limits Summary – Denton County** **Median Income \$67,900**

<b>Family Size</b>	<b>Low Income 65% AMI – 50% AMI</b>	<b>Very-Low Income 50% AMI – 30% AMI</b>	<b>Extremely-Low Income &lt;30% AMI</b>
1	<b>\$38,050</b>	\$23,800	\$14,250
2	<b>\$43,450</b>	\$27,200	\$16,300
3	<b>\$48,900</b>	\$30,600	\$18,350
4	<b>\$54,300</b>	\$33,950	\$20,350
5	<b>\$58,650</b>	\$36,700	\$22,000
6	<b>\$63,000</b>	\$39,400	\$23,650
7	<b>\$67,350</b>	\$42,100	\$25,250
8	<b>\$71,700</b>	\$44,850	\$26,900

Prepared by the Economic and Market Analysis Division, HUD.

# RFP 5630

## Utility Assistance Program for the City of Denton

Interfaith Ministries of Denton, Inc.  
1109 N. Elm St.  
Denton, TX 76201

Contact:

Condell Garden

Phone: (940) 566-5927

Fax: 1-888-293-5840

Website: [www.interfaithdenton.org](http://www.interfaithdenton.org)

Contact email: [info@interfaithdenton.org](mailto:info@interfaithdenton.org)

# Exhibit 1

Respondent's Business Name **Interfaith Ministries of Denton, Inc.**

Principal Place of Business (City and State) **Denton, Texas**

## RFP 5630 Pricing Sheet for UTILITY ASSISTANCE PROGRAM

The respondent shall complete the following section, which directly corresponds to the specifications. The contractor shall not make changes to this format.

### Services Proposal Pricing:

ITEM	Type of Service Requested	Cost of Service
1	One-time program setup cost.	\$
2	Annual administrative reimbursement. Please detail the total reimbursement requested for administering the program for one year. The sum total should include all cost recovery sought by the agency for personnel, technology, supplies, and other costs associated with administering the program.	Personnel/Admin, 11,350 Phone/Technology, 950 Occupancy, 1500 Office Supplies, 200 TOTAL 14,000
Total Cost		\$ 14,000.00
		\$ 14,000.00

### Payment Term Discounts

Payment terms for the City of Denton are typically 30 days. Please indicate the additional discount extended to each monthly invoice that is paid within the time period indicated below.

Payment Terms	Additional Discount %
Invoice Paid in 20 days	0.00%
Invoice Paid in 15 days	0.00%
Invoice Paid in 10 days	0.00%

City of Denton  
RFP for Utility Assistance Program

**SOLICITATION CHECKLIST**

<b>Check when Completed</b>	<b>Task to be Completed by Respondent</b>
✓	Exhibit 1 – Pricing sheet
✓	Review Exhibit 2 – General Provisions and Terms and Conditions
✓	Review Exhibit 3 – Scope of Work/Technical Specifications
✓	Cover sheet
✓	Solicitation number
✓	Solicitation name
✓	Firm name
✓	Firm address
✓	Contact name
✓	Contact phone
✓	Contact fax
✓	Website address
✓	Contact email address
✓	Solicitation Checklist
✓	Attachment A- Business Overview Questionnaire
✓	Document how firm meets minimum qualifications (Section 3)
✓	Detail to support evaluation criteria
✓	Attachment B – Exception Form
✓	Attachment C – Reference Form
✓	Attachment D – Conflict of Interest Questionnaire Form
✓	Attachment E - Acknowledgment
✓	Acknowledgment of Addenda
✓	One (1) original submission signed by authorized officer, in the order specified below
✓	Three (3) copies of the submission
✓	Electronic submission of response via computer memory device or email to <a href="mailto:fbids@cityofdenton.com">fbids@cityofdenton.com</a> (Section 13)
✓	Email pricing sheet (Exhibit 1) to <a href="mailto:fbids@cityofdenton.com">fbids@cityofdenton.com</a>

**Submit response, with tabs marking each section, in the following order:**

<b>Order for Submission</b>	<b>Document</b>
1	Cover Sheet
2	Pricing Sheet – Exhibit 1
3	Solicitation Checklist
4	Attachment A- Business Overview Questionnaire
5	Attachment B – Exception Form
7	Attachment C – Reference Form
8	Attachment D – Conflict of Questionnaire Form
9	Attachment E - Acknowledgment

## ATTACHMENT A-BUSINESS OVERVIEW QUESTIONNAIRE AND FORMS

1. Contractor Legal Name (for contracting purposes): Interfaith Ministries of Denton, Inc.
2. Subsidiary of: Not Applicable
3. Organization Class (circle):  
Partnership      Corporation      Individual      Association
4. Tax Payer ID#: 75-2442459
5. Date Established: 1991
6. Historically Underutilized Business: Yes or No - No
7. Does your company have an established physical presence in the State of Texas, or the City of Denton? Yes or No, in which? Yes, City of Denton
8. Please provide a detailed listing of all products and/or services that your company provides.  
Emergency financial assistance in the areas of Utilities, Rent, Medical prescriptions/supplies, transportation, eye exams and eyeglasses, Adult and children's diapers and incontinence products, personal hygiene items, school supplies, shoes, backpacks and clothing, summer box fan distribution, Children's winter coat distribution, and Christmas assistance.
9. Has your company filed or been named in any litigation involving your company and the Owner on a contract within the last five years under your current company name or any other company name? If so provide details of the issues and resolution if available. Include lawsuits where Owner was involved. No
10. Have you ever defaulted on or failed to complete a contract under your current company name or any other company name? If so, where and why? Give name and telephone number of Owner. No
11. Have you ever had a contract terminated by the Owner? If so, where and why? Give name and telephone number (s) of Owner (s). No

City of Denton  
RFP for Utility Assistance Program

12. Has your company implemented an Employee Health and Safety Program compliant with 29 CFR 1910 "General Industry Standards" and/or 29 CFR 1926 "General Construction Standards" as they apply to your Company's customary activities? To the best of our knowledge, we are compliant with any OSHA standards that apply to our organization.

13. Resident/Non-Resident Bidder Determination:

Texas Government Code Section 2252.002: Non-resident bidders. Texas law prohibits cities and other governmental units from awarding contracts to a non-resident firm unless the amount of such a bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidders' state. In order to make this determination, please provide the name, address and phone number of:

a. Responding firms principle place of business:

Interfaith Ministries of Denton, Inc.  
1109 N. Elm St.  
Denton, TX 76201  
(940) 566-5927

b. Company's majority owner principle place of business:

Interfaith Ministries of Denton, Inc.  
1109 N. Elm St.  
Denton, TX 76201  
(940) 566-5927

c. Ultimate Parent Company's principle place of business:

Interfaith Ministries of Denton, Inc.  
1109 N. Elm St.  
Denton, TX 76201  
(940) 566-5927

**26. Provide details on how firm meets the minimum qualifications stated in Section 3; including copies of professional licenses (Additional attachments may be included for reference).**

- Interfaith Ministries has been registered with the State of Texas as a 501(c)3 charitable organization since April of 1992.
- Interfaith Ministries has been providing utility assistance to City of Denton customers and customer of other utility companies since its incorporation.

**27. Provide details to support the evaluation criteria, including experience and delivery.**

Interfaith Ministries has been providing emergency utility assistance to Denton Municipal Utility Customers since its incorporation in April of 1992. In 1978, upon the closing of Denton County Cooperative Ministries, Interfaith was asked by the City of Denton to take over administration of the P-L-U-S One Utility Assistance Program. Interfaith Ministries has been administering this program from 1998 until the present. In 2005, Interfaith Ministries began administering the TXU Energy Aid program for TXU Electric customers. That contract also continues. Additionally, Interfaith has provided utility assistance to customers of Atmos, CoServ Electric, Reliant, City of Sanger, various Propane companies, and other utility providers since 1992.

For several years, Interfaith Ministries had a contract with the City of Denton to administer utility assistance funded by a HUD Community Development Block Grant. During that time we were audited by HUD and found to be in compliance.

Interfaith Ministries has consistently remained in compliance with the terms of City of Denton contracts, submitted documentation (including receipts, board minutes, financial records and audit records) in a timely manner, maintained a minimum of 90 days operating reserve, and maintained a \$1,000,000 insurance rider naming the City of Denton as a co-insured.



## ATTACHMENT C-REFERENCES

Please list three (3) Government references, other than the City of Denton, who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this solicitation.

### REFERENCE ONE

GOVERNMENT/COMPANY NAME: TXU Energy

LOCATION: 6555 Sierra Drive, Irving, TX 75039

CONTACT PERSON AND TITLE: Kim Campbell, Senior Manager, Customer Advocacy/Customer Relations

TELEPHONE NUMBER: (972) 868-8334

SCOPE OF WORK: Administer TXU's Energy Aid, Emergency Assistance Program

CONTRACT PERIOD: 2005 to the present

### REFERENCE TWO

GOVERNMENT/COMPANY NAME: CoServ Electric

LOCATION: 7701 S. Stemmons Freeway, Corinth, TX 76210

CONTACT PERSON AND TITLE: Mary Worthington, Administrator, CoServ Charitable Foundation

TELEPHONE NUMBER: (940) 321-7800 extension 6833

SCOPE OF WORK: Provide emergency utility assistance to CoServ customers

CONTRACT PERIOD: no contract – have been providing assistance to CoServ customers since 1996.

### REFERENCE THREE

GOVERNMENT/COMPANY NAME: Community Services Inc.

LOCATION: 501 S. Carroll Blvd., Suite 123

CONTACT PERSON AND TITLE: Dee Hatchell, Case Management Coordinator, Area 3

TELEPHONE NUMBER: (940) 483-9396

SCOPE OF WORK: Coordinate utility assistance between agencies

CONTRACT PERIOD: no contract – have been collaborating on client services since 1996.

## ATTACHMENT D-CONFLICT OF INTEREST QUESTIONNAIRE

### CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has an employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

4 ☒ I have no Conflict of Interest to disclose.

5 Condell Gardner  
Signature of person doing business with the governmental entity

11/24/14

Date

## ATTACHMENT E-ACKNOWLEDGEMENT

The undersigned agrees this submission becomes the property of the City of Denton after the official opening.

The undersigned affirms he has familiarized himself with the specification, drawings, exhibits and other documents; the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of materials and equipment; and all other matters that will be required for the work before submitting a response.

The undersigned agrees, if this submission is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specification. The period for acceptance of this submission will be 120 calendar days unless a different period is noted.

The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other respondent, nor any employee of the City of Denton, and that the contents of this submission have not been communicated to any other respondent or to any employee of the City of Denton prior to the acceptance of this submission.

Respondent hereby assigns to the City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications, all exhibits and attachments contained in this solicitation package.

The undersigned agrees that the solicitation package posted on the website are the official specifications and shall not alter the electronic copy of the specifications and/or pricing sheet (Exhibit 1), without clearly identifying changes.

The undersigned understands they will be responsible for monitoring the City of Denton Purchasing Website at: <http://www.cityofdenton.com/index.asp?page=397> to ensure they have downloaded and signed all addendum(s) required for submission with their response.

I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

Acknowledge receipt of following addenda to the solicitation:

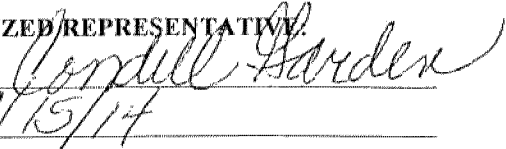
Addendum No 1 Dated \_\_\_\_\_  
Addendum No 2 Dated \_\_\_\_\_  
Addendum No 3 Dated \_\_\_\_\_

Received \_\_\_\_\_  
Received \_\_\_\_\_  
Received \_\_\_\_\_

**NAME AND ADDRESS OF COMPANY:**

Interfaith Ministries of Denton, Inc.  
1109 N. Elm St.  
Denton, TX 76201  
Tel. No. (940) 566-5927  
Email. [info@ifmdenton.org](mailto:info@ifmdenton.org)

**AUTHORIZED REPRESENTATIVE**

Signature   
Date 9/15/14  
Name Condell Garden  
Title Executive Director  
Fax No. 1-888-293-5840



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/8/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> TRYTON INSURANCE GROUP LLC/PHS 615135 P:(866) 467-8730 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (866) 467-8730 <b>FAX (A/C, No):</b> (888) 443-6112 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> INTERFAITH MINISTRIES OF DENTON INC 1109 N ELM ST DENTON TX 76201	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Lloyd's Ins Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b>			61 SBA VM6435	11/17/2014	11/17/2015	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input checked="" type="checkbox"/> General Liab	X					MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/POP AGG	\$2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	<input type="checkbox"/> RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/IN OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. City of Denton is named Additional Insured per the Business Liability Coverage form SS0008 as per written contractual agreement.

**CERTIFICATE HOLDER**CITY OF DENTON  
215 E MCKINNEY ST  
DENTON, TX 76201**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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