

Villages of Preston Glen HOA
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USD\$ 10,000.00

Program Agreement

Program Agreement

The applying neighborhood group, hereinafter, referred to as the "Recipient," agrees to participate in the City of Plano's Neighborhood Vitality and Beautification Grant Program, hereinafter referred to as the "Program," and hereby agree to the following with respect to participation in the Program. The Program administrator is hereinafter referred to as "Coordinator".

A. Program Process

The Recipient agrees and understands that the Program provides reimbursement to homeowners' associations, neighborhood associations or crime watch groups for qualified and pre-approved beautification improvements made to their community. The process is as follows:

1. The Recipient will contact the Program Coordinator to discuss timelines and reporting requirements based on the specific project. Significant changes in project or scope of work MUST be approved by Committee PRIOR to work being completed.
2. The Recipient will meet Reporting deadlines as set forth.
3. The Program Coordinator will submit a Notice to Proceed Letter to selected Recipients by email. The letter will confirm the authorized improvements, reimbursement amount, and a project completion date. For improvements that require a permit, the Recipient must obtain all necessary permits and required inspections. All projects must adhere to current city codes when installed and maintain according to Property Standards and Building Inspections codes.
4. If required, Recipients will submit a Landscape and Irrigation Maintenance Agreement with the City of Plano, if one is not already in place.
5. A sign(s), provided by the Program Coordinator, must be in place at the project site during all phases of improvements/construction of the project. The recipient should provide contact information for the Recipient's primary contact person on the sign.
6. The Recipient must contact the Program Coordinator once improvements are complete and ready for review by the Coordinator.
7. The Recipient must submit a Reimbursement Request through ZoomGrants with a completed W-9 for the neighborhood group, and receipts for reimbursements uploaded through the required documents tab. Expenses/Line items should match approved budget.

The Recipient further acknowledges and agrees to be bound by the current City of Plano Neighborhood Vitality and Beautification Matching Grant Program Overview/Guidelines and is hereby incorporated as if fully set forth herein by reference.

B. Project Completion/Deadlines

The Recipient agrees to begin and complete improvements within six (6) months receipt of Notice to Proceed for Small Scale Initiatives or twelve (12) months of receipt of Notice to Proceed for Large Scale Initiatives. Only expenses associated with costs listed in the approved Budget in the Grant Application will be reviewed for reimbursement.

C. Conditions of Participation

The Recipient agrees to adhere to the following provisions to qualify for the Program after meeting all eligibility requirements set forth in the Grant Guidelines.

1. Recipient will not start improvements until receiving a Notice to Proceed Letter and obtaining all necessary permits, if any. Any significant changes to the project MUST be approved by the Committee PRIOR to the work being completed.
2. Submit Final Progress Reports.
 - a. Recipient is responsible for ensuring improvements are completed in a workman-like manner.
 - b. Recipient must submit reports by timeframes set.
 - c. Recipient must utilize a contractor registered with the City of Plano to perform all improvements requiring a permit.
 - d. The City does not warrant any of the products or services installed.
 - e. The City of Plano shall have no liability for the work. Recipient agrees to hold harmless, indemnify, and release the City against any claims, fines, damages, penalties, lawsuits or judgments arising out of the Neighborhood Vitality and Beautification Grant Program.
3. Disclosure of Reimbursement to Internal Revenue Service

Reimbursements provided will be reported to the Internal Revenue Service (IRS). Recipients will be mailed a paper copy of Form 1099 by January 31st of the following year.

D. Amendments

This Program Agreement or associated timelines are subject to change by the City of Plano without notice.

E. Disclaimer and Indemnification

THE CITY IS NOT A PARTY TO THE CONTRACT BETWEEN RECIPIENT AND CONTRACTOR. THE CITY AND ITS REPRESENTATIVES ARE SOLELY PROGRAM ADMINISTRATORS AND AS SUCH ARE REQUIRED TO PROVIDE INFORMATION AND MONITOR COMPLIANCE WITH CITY POLICIES AND REGULATIONS IN THE ADMINISTRATION OF THE PROGRAM. ANY INFORMATION PROVIDED BY THE CITY TO RECIPIENT DOES NOT CONSTITUTE LEGAL ADVICE TO RECIPIENT AND IS FOR INFORMATIONAL PURPOSES ONLY. ANY DISPUTES, DISAGREEMENTS, FINES, CLAIMS, OR LAWSUITS ARISING OUT OF THE PROJECT BETWEEN RECIPIENT AND CONTRACTOR ARE THE SOLE RESPONSIBILITY OF THE RECIPIENT, AND RECIPIENT EXPRESSLY AGREES TO INDEMNIFY, RELEASE, AND HOLD HARMLESS CITY FROM SAME.

RECIPIENT AGREES THAT IT IS THE RESPONSIBILITY OF THE RECIPIENT TO SEE THAT THE WORK IS COMPLETED AS SPECIFIED, AND THAT CITY HAS NO RESPONSIBILITY FOR ANY FAULTY OR INCOMPLETE WORK OF THE CONTRACTOR. RECIPIENT ALSO AGREES THAT HIDDEN OR LATENT CONDITIONS ARE NOT THE RESPONSIBILITY OF THE CITY, NOR IS CITY LIABLE FOR SUCH CONDITIONS. RECIPIENT AGREES TO HOLD HARMLESS, INDEMNIFY, AND RELEASE THE CITY AGAINST ANY CLAIMS, FINES, DAMAGES, PENALTIES, LAWSUITS OR JUDGMENTS ARISING OUT OF THE NEIGHBORHOOD VITALITY AND BEAUTIFICATION GRANT PROGRAM AND/OR CONTRACTOR'S WORK.

By signing below, I acknowledge that I have fully read this agreement and understand and agree to the terms contained herein.

Signatures

Full name, Title with Organization, Name of Organization, Organization Address, Authorized Official's Phone Number, Authorized Official's Email

Villages of Preston Glen HOA

City of Plano

Kyle Paris, HOA President
9/4/2018 4:33:18 PM
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Not signed yet.