

AGREEMENT FOR DOWNTOWN SAFETY & SECURITY PARTNERSHIP PROGRAM

This Agreement is executed by and between the City of Corpus Christi, (hereinafter referred to as "City"), and Corpus Christi Downtown Management District (hereinafter referred to as "District").

SECTION 1. TERM

This Agreement shall be in effect from January 1, 2015 through September 30, 2015.

SECTION 2. SCOPE OF SERVICE

In accordance with the Scope of Services attached hereto and made a part hereof as Attachment A, District agrees to provide City with *Bike Patrol Officers* and *Security Ambassadors* to patrol the Downtown Management District area. District also agrees to provide City with a police supervisor to do the necessary recruiting and scheduling of the officers (fill schedule developed by District). The *Bike Patrol Officers* will be Off-Duty Police Officers of the Corpus Christi Police Department who have received the necessary approvals from the Corpus Christi Police Chief.

SECTION 3. COMPENSATION

City shall compensate District in an amount not to exceed One Hundred Sixty Six Thousand, Five Hundred Dollars (\$166,500.00) for services performed under this Agreement, including necessary supplies, liability insurance, equipment and maintenance costs for the DOWNTOWN SAFETY & SECURITY PARTNERSHIP PROGRAM. The funding amount for the Safety & Security Partnership Program Agreement is \$166,500.

- \$127,500 (January – September 2015)
- \$39,000 Remaining Assessment Income Match

In accordance with Attachment A, District shall submit properly - itemized invoices for services performed under this Agreement and shall cooperate with and provide any other necessary information, including Benchmark performance to City. City shall pay District within thirty (30) days after receipt of such properly-itemized invoices according to the Texas Prompt Payment Act.

SECTION 4. CONTRACTUAL STATUS

The parties agree that the police officers and security ambassadors are not employees of the City of Corpus Christi. As such, District is solely responsible for all employment-related taxes. District acknowledges that the City is not responsible for any losses related to District's or the officers and ambassadors' actions. District has no authority, express or implied, to bind or obligate City in any way.

SECTION 5. INSURANCE

District shall maintain insurance coverage as outlined in Attachment B attached hereto and incorporated herein for all purposes.

SECTION 6. TERMINATION

A . Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days prior to the effective date of the termination stated in the notice, or such other period as the parties may mutually agree upon. District shall be compensated for all services satisfactorily provided prior to the effective date of such termination.

B. In the event that District's services are unsatisfactory, it shall have ten (10) days after written notice from City of such unsatisfactory services to rectify or correct the stated problem at no additional cost to City. If District fails to rectify or correct the problem to the satisfaction of City within that period, City may terminate this Agreement. District shall be compensated for all services satisfactorily provided prior to the effective date of such termination.

C. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received . City agrees that it will make its best efforts to obtain sufficient funds including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

SECTION 7. AMENDMENT

This agreement may be amended, modified, renewed or supplemented only by a written instrument signed by each of the parties here to, and any such amendment may pertain to one or more than one of the provisions of this Agreement without affecting the other provisions of this Agreement.

SECTION 8. NOTICE

Any notice, invoice, order or other correspondence require to be sent under this Agreement shall be sent by first-class U.S. mail addressed to:

District

Terry Sweeney
Executive Director
Corpus Christi Downtown Management
District (DMD)
223 N. Chaparral St. Suite A
Corpus Christi, TX 78401

City

Attn.: City Manager
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Ph: (361) 826-3220
Facsimile: (361) 826-3839

SECTION 9. APPLICABLE LAWS

This Agreement shall be governed by the laws of the State of Texas and by all municipal ordinances and codes of the City of Corpus Christi and Nueces County, Texas. Venue shall be in Nueces County, Texas.

SECTION 10. WAIVER

City's delay or inaction in pursuing remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies contained herein or available by law.

SECTION 11. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent

jurisdiction , the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provision shall continue to have full force and effect .

SECTION 12. **NONDISCRIMINATION**

District and any subcontractors shall not discriminate against any employee or independent contractor to be utilized in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, religion, color, sex, age, handicap, disability, national origin, ancestry, disabled veteran status or Vietnam-era veteran status. Breach of this section shall constitute a material breach of this Agreement.

SECTION 13. **CONFLICT OF INTEREST**

District certifies and warrants to City that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City, in violation of Texas law or the City's Ethics Ordinance. In compliance with Section 2-349 of the City's Code of Ordinances, the Provider shall complete the City's Disclosure of Interests form, which is attached to this Agreement as Attachment C, the contents of which, as a completed form, are incorporated in this document by reference as if fully set out in this Agreement.

SECTION 14. **CONFIDENTIALITY**

District understands that the information provided to it by City during the performance of its services is confidential and may not be disclosed to a person not designated by City. Any work product given to or generated by District under this Agreement shall not be made available to any individual or organization by District without the prior written approval of City except for appropriate agencies of the United States.

SECTION 15. **COMPETITIVE BIDDING**

In regards to expenditures made in furtherance of this agreement, DMD shall utilize a competitive bidding process as required by Chapter 252 of the Texas Local Government Code when making expenditure in excess of \$50,000 for any single contract or for expenditure in excess of \$50,000 in the aggregate for any contract. DMD shall not avoid the application of competitive bidding by purposely dividing a single purchase into smaller components so that each component purchase is less than \$50,000 or make component, sequential or incremental purchases to avoid the competitive bidding requirements.

SECTION 16. **INTEGRATION**

This Agreement and any attachments hereto contain all terms and conditions agreed upon by the parties. No other agreement oral or written regarding the subject matter of this Agreement or any part hereof shall have any validity or bind the parties in any way.

SECTION 17. **DUTY OF GOOD FAITH**

Each party to this Agreement shall have the duty to notify the other of all claims actual or potential which might affect the matters covered in this Agreement.

EXECUTED to be effective as of this ____ day of _____, 2014.

CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT

By: _____
Name: _____
Title: _____

CITY OF CORPUS CHRISTI, TEXAS

ATTEST: CITY OF CORPUS CHRISTI

Rebecca Huerta,
City Secretary

Ronald L. Olson
City Manager

Approved as to Form
City Attorney's Office

ATTACHMENT A

DOWNTOWN MANAGEMENT DISTRICT – SECURITY PARTNERSHIP PROGRAM SCOPE OF SERVICES

Overview/Summary

In order to improve safety and perceptions of safety in the Downtown, the Corpus Christi Downtown Management District (DMD) is establishing a Safety & Security Partnership Program. As the “Security” portion of this program, the DMD shall provide the City with “boots on the ground” in two forms of security personnel – *Bike Patrol Officers* and *Security Ambassadors*. Additionally, the DMD will develop the “Safety” element by coordinating with private security resources throughout the District and working with Corpus Christi Police Department (CCPD) to provide training and establishing professional and technical networks that assist private property owners in providing safety to their tenants and customers.

Bike Patrol Officers will be off-duty peace officers working as independent contractors to patrol the DMD. It is intended that the *Bike Patrol Officers* will wear their respective police uniforms will provide a visible, customer friendly presence, augmenting the current CCPD services in the area, to deter criminal behavior, maintain street order and make arrests when necessary. The *Bike Patrol Officers* will proactively address crime issues and interact with businesses and visitors to provide customer service assistance. Law enforcement duties contemplated by this agreement shall be performed in the discretion and control of the *Bike Patrol Officers*

Security Ambassadors will patrol DMD on Segways. These *Security Ambassadors* shall be a customer friendly uniformed presence that will provide customer service, act as eyes and ears for the police patrolling the DMD and be a resource to report code violations and graffiti.

Bike Patrol Officers will patrol in pairs. The *Security Ambassadors* may patrol individually or in pairs. Both patrols will be scheduled in a manner to provide the maximum impact to address street order issues and provide a visible presence during high-visit time periods. Both *Bike Patrol Officers* and *Security Ambassadors* patrols will be required to complete a DMD Orientation and Certified Tourism Ambassador Training.

General Patrol Area

The *Bike Patrol Officers* and the *Security Ambassadors* will patrol the DMD area from Kinney St. to I-37 and from the Downtown Marina to Lower Broadway St.

Duration

The *Bike Patrol Officers* and the *Security Ambassadors* will patrol January 1, 2015-September 30, 2015. Pending performance, the Program may be included in the Downtown Management District’s Interlocal Agreement for FY 16.

General Patrolling Hours

It is anticipated that each patrol may provide at least 4,000 patrol hours (approximately 40 hours per week on average) during this time, depending on hourly rate and costs of insurance, equipment and repairs.

BIKE PATROL OFFICERS

Bike Patrol Area DMD will retain a Bike Patrol Supervisor who will work to recruit and schedule the *Bike Patrol Officers*. DMD will work with the Bike Patrol Supervisor to develop specific beats within the DMD boundaries described above. The *Bike Patrol Officers’* patrols will include Seawall, Marina, Streets, Sidewalks, Surface Parking Lots, Garages, Parks and Other areas as directed based upon crime trends and visitorship

Bike Patrol General Responsibilities

The *Bike Patrol Officers* shall patrol the DMD area and perform duties which include but are not limited to:

- Act as a visible police presence to deter criminal behavior, street order crime and enforce panhandling, trespass, public intoxication, camping and other ordinances.
- Make arrests when appropriate and request transport.
- Interact with Downtown businesses and DMD Safety Partnership members to identify and address crime issues.
- Act as Downtown ambassadors, assisting motorists and pedestrians by providing directions.
- Coordinate patrolling with DMD *Security Ambassadors* and communicate regarding crime and other public safety issues.

SECURITY AMBASSADORS PATROL

Patrol Area

DMD shall provide *Security Ambassadors* and shall be responsible for developing their patrolling schedule. DMD will develop specific beats within the DMD boundaries that also will be coordinated with the Bike Patrol beats and will include the same areas described.

Security Ambassador General Responsibilities

The *Security Ambassadors* shall patrol the DMD area and perform duties which include but are not limited to:

- Act as a visible security presence to deter criminal behavior.
- Acts as eyes and ears of police.
- Report street order crime including panhandling, trespass, public intoxication, camping and other ordinances to the police.
- Identify and report code violations and work with Corpus Christi Code Enforcement to address.
- Interact with Downtown businesses and DMD Safety Partnership members to become aware and report crime issues.
- Act as Downtown ambassadors by providing visitor information, distributing maps and providing directions.
- Coordinate patrolling with DMD Off-Duty Police Bike Patrol and communicate with DMD Off-Duty Police Bike Patrol regarding crime and other public safety issues.

BENCHMARKING

DMD shall benchmark the activity and results of the *Bike Patrol Officers* and *Security Ambassadors* monthly and report it to the City of Corpus Christi on a quarterly basis.

Benchmarks that will be tracked include:

- *Bike Patrol Officer & Security Ambassadors* Man Hours Logged
- Arrests Made
- Citations/Tickets Issued
- Code Violations Reported
- Graffiti Sites Reported
- Business Visited
- DMD Safety Partnership Members Visited/Contacts Made

Tracking is intended to show trends over time. There are no quota requirement for citations or arrests.

ATTACHMENT B

INSURANCE REQUIREMENTS

I. DOWNTOWN SAFETY & SECURITY PROGRAM, PARTNER’S LIABILITY INSURANCE

- A. Partner shall not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee.
- B. Partner shall furnish to the Risk Manager or designee two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be listed as an additional insured for the General Liability policy and Business Auto Liability policy, and a waiver of subrogation is required on all applicable policies.

| TYPE OF INSURANCE | MINIMUM INSURANCE COVERAGE |
|---|---|
| 30-Day Notice of Cancellation required on all certificates by policy endorsement(s) | Bodily injury and Property Damage Per Occurrence / aggregate |
| COMMERCIAL GENERAL LIABILITY 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Partners 7. Personal and Advertising Injury 8. Professional Liability (if applicable) 9. Underground Hazard (if applicable) 10. Environmental (if applicable) | \$1,000,000 Per Occurrence |
| WORKERS’ COMPENSATION | Which Complies With The Texas Workers’ Compensation Act And Paragraph II Of This Exhibit. |
| EMPLOYER’S LIABILITY | \$500,000 / \$500,000 / \$500,000 |

- C. In the event of accidents of any kind related to this project, Partner shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Partner must obtain workers’ compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers’ compensation obligations incurred will be promptly met. An “All States endorsement shall be included for Companies not domiciled in Texas.

- B. Partner shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Partner's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Partner shall be required to submit replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Partner shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Partner agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, or comparable policy language, as respects to operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the City.
 - The "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. City shall have the option to suspend Partner's agreement should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Partner's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Partner to stop work hereunder, and/or withhold any payment(s) which become due to Partner hereunder until Partner demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Partner may be held responsible for payments of damages to persons or property resulting from Partners performance of the work covered under this agreement.
- H. It is agreed that Partner's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations and completed operations and activities under this agreement.

- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2014 ins req.
City Manager's Office
Downtown Safety and Security Partnership Program
Agreement with Downtown Management District
10/29//2014 ds Risk Mgmt.



SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

City of
Corpus
Christi

ATTACHMENT C CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: _____

STREET ADDRESS: _____ **P.O. BOX:** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner
 4. Association 5. Other _____

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name | Job Title and City Department (if known) |
|-------|--|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name | Board, Commission or Committee |
|-------|--------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name | Consultant |
|-------|------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas, as changes occur.

| | |
|--|--------------|
| Certifying Person: _____ | Title: _____ |
| Signature of Certifying Person: _____ | Date: _____ |

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.