



## AGREEMENT FOR HOMELESS SERVICES

### COASTAL BEND CENTER FOR INDEPENDENT LIVING

This Agreement ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("**City**") and the Coastal Bend Center for Independent Living, a 501(c)(3) non-profit organization ("**CBCIL**"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

**WHEREAS**, on September March 8, 2022, the City Council accepted a \$100,000 donation from the Cheniere Foundation to fund the Coastal Bend Center for Independent Living to create a Housing & Support for Homeless Individuals with Disabilities (HSHID) Program in the City;

**WHEREAS**, on September March 8, 2022, the City Council approved \$100,000 in funding for the Coastal Bend Center for Independent Living in the City's Fiscal Year 2021-2022 Operating Budget;

**WHEREAS**, **CBCIL** operates in Corpus Christi, Nueces County, Texas and one of its goals is to assist homeless individuals with disabilities to achieve their goals to live independently.

**NOW, THEREFORE, in consideration of the mutual covenants provided herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and CBCIL agree as follows:**

1. **Scope.** **CBCIL** will provide case management and rental assistance services for homeless persons with mental, behavioral and other disabilities in Corpus Christi, Texas ("Services") during FY 2021-2022 in accordance with the Scope of Work attached hereto and incorporated herein as **Exhibit A**.
2. **Term.** The term of this Agreement shall begin March 8, 2022 and end on March 7, 2023.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed **\$100,000**. Payment will be made for Services performed and accepted by the **City** within 30 days of acceptance, subject to receipt of an acceptable invoice.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Neighborhood Services Department  
P.O. Box 9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Jennifer Buxton, Assistant Director  
Neighborhood Services Department  
1201 Leopard Street, 2<sup>nd</sup> Floor  
Corpus Christi, Texas 78401  
(361) 826-3976  
[Jenniferb9@cctexas.com](mailto:Jenniferb9@cctexas.com)

- 5. Insurance.** Before performance can begin under this Agreement, **CBCIL** must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the Contract Administrator's written request. Insurance requirements are as stated in **Exhibit B** attached hereto and incorporated herein by reference. **CBCIL** may provide a letter of self-insurance, as an alternative to a Certificate of Insurance, if said letter of self-insurance is approved by the City's Risk Manager.
- 6. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 7. Independent Contractor.** **CBCIL** will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the **City**.
- 8. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 9. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 10. Taxes.** **CBCIL** covenants to pay all payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes for its employees. Upon

request, the Contract Administrator shall be provided proof of payment of these taxes within 15 days of such request.

11. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Neighborhood Services Department  
1201 Leopard Street, 2<sup>nd</sup> Floor  
Corpus Christi, Texas 78401  
(361) 826-3976 (office)

**IF TO CONTRACTOR:**

~~Coastal Bend Center for Independent Living~~  
~~1537 Seventh Street~~ 3462 S. Alameda Street  
~~Corpus Christi, Texas 78404~~ 78411  
~~(361) 883-8467 (office)~~ (361) 334-1206

12. **CBCIL AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY CBCIL OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CBCIL OR ITS EMPLOYEES OR AGENTS. CBCIL MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CBCIL UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

### 13. Termination.

(A) Termination for Cause. The **City** may terminate this Agreement for **CBCIL's** failure to comply with any of the terms, conditions and covenants of this Agreement. The **City** shall give **CBCIL** written notice of the breach and set out a reasonable opportunity to cure. If **CBCIL** has not cured the breach within the cure period set out in the **City's** notice of breach, the **City** may terminate this Agreement immediately thereafter.

(B) Termination for Convenience. Alternatively, the **City** may terminate this Agreement for convenience upon ten (10) days written notice to **CBCIL**. **CBCIL** shall cease all work and services called for in this Agreement upon receipt of the **City's** written notice to terminate this Agreement for convenience. The **City** shall pay **CBCIL** for all services provided in accordance with the terms of this Agreement up until **CBCIL'S** receipt of the **City's** Notice to Terminate the Agreement for convenience.

14. **Limitation of Liability**. The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the **City** be liable for incidental, consequential or special damages.

15. **Assignment**. No assignment of this Agreement by **CBCIL** or of any right or interest contained herein, is effective unless the City Manager or his designee first gives written consent to such assignment. The performance of Services described in this Agreement by **CBCIL** is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

16. **Severability**. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

17. **Order of Precedence**. In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. this Agreement (excluding attachments and exhibits);
- B. its attachments and exhibits;

18. **Certificate of Interested Parties**. **CBCIL** agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295

"Certificate of Interested Parties" as part of this Agreement if required by said statute.

19. **Governing Law.** CBCIL agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**Coastal Bend Center for Independent Living**

Signature: MSH

Printed Name: Marisa Telge-Masurk

Title: Interim Executive Director

Date: February 21, 2022

**ATTEST:**

**CITY OF CORPUS CHRISTI**

Rebecca Huerta, City Secretary

Tracey Cantu, Interim Director  
Department of Neighborhood Services

Date: \_\_\_\_\_

Approved as to Form:

Kent McIlyar, Assistant City Attorney

**Attached and Incorporated by Reference:**

- Exhibit A: Scope of Work
- Exhibit B: Insurance Requirements

## EXHIBIT A SCOPE OF WORK

The Coastal Bend Center for Independent Living (**CBCIL**) is partnering with the City of Corpus Christi to address persistent and chronic homelessness within the City. With support from the Cheniere Foundation, the Housing & Support for Homeless Individuals with Disabilities (HSHID) Program, will establish a housing 'bridge model' for individuals with mental, behavioral and other disabilities who are homeless or at risk of homelessness. CBCIL's HSHID will fill gaps between the streets, shelters and unstable housing to short-term affordable rental housing, connected to services and supports, with eventual access to permanent affordable supportive housing.

During the term of this Agreement, CBCIL agrees to provide case management, supportive services and secure housing for persons with disabilities who are homeless in Corpus Christi, Texas through the following outcomes:

1. Hire and train one case manager and build program structure
2. Identify 15-20 individuals through outreach for housing and supportive assistance
3. Secure housing for at least eight individuals

This is a Reimbursement Agreement. Once **CBCIL** has services to those in need, CBCIL may submit an Invoice or Request for Reimbursement to the Contract Administrator for this Agreement. The invoice or request for reimbursement should include documentation of the services provided and the expenses incurred by CBCIL. The invoice or request for reimbursement should also include a summary of the services provided to the homeless persons and the number of people served. CBCIL should also include demographic information on the homeless persons served, including but not limited to: age, gender, race, and ethnicity. No information covered by HIPPA is requested. Reimbursement requests can be sent via email to the City Contract Administrator at: [jenniferb9@cctexas.com](mailto:jenniferb9@cctexas.com).

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

**I. CONTRACTOR'S LIABILITY INSURANCE**

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
CRIME/EMPLOYEE DISHONESTY  Contractor shall name the City of Corpus Christi, Texas as Loss Payee	\$100,000 Per Claims Made

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

**II. ADDITIONAL REQUIREMENTS**

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor'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. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:



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

- D. Contractor 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, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that 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, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance 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 Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor'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 under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.