



SERVICE AGREEMENT NO. 1190

Community Youth Development Program Services - Youth Leadership Development, Recreational Services, and Life Skills

THIS **Community Youth Development Program Services - Youth Leadership Development, Recreational Services, and Life Skills Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Youth Odyssey, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Community Youth Development Program Services - Youth Leadership Development, Recreational Services, and Life Skills in response to Request for Bid/Proposal No. 161 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Community Youth Development Program Services - Youth Leadership Development, Recreational Services, and Life Skills ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for 12 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. This Agreement includes an option to extend the term for up to four additional 12-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$50,000.00, subject to approved extensions and changes.

Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

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:

Name: Matthew Delgado
Department: Park & Recreation
Phone: (361) 826-4028
Email: MatthewDe@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor 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 City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor

a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. **Inspection and Acceptance.** Any Services that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
8. **Warranty.** The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances. In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th 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.
11. **Independent Contractor.** Contractor 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.

12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **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

Attn: Matthew Delgado

Title: Program Manager

Address: 615 Leopard St. Suite 105, Corpus Christi, TX 78401

Fax: (361) 826-4028

IF TO CONTRACTOR:

Youth Odyssey, Inc.

Attn: Rebekah A. Meyer

Title: Executive Director

17. CONTRACTOR 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 ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. CONTRACTOR 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 FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the

Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. **Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor 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.
20. **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.
21. **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 and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. the Contractor's bid response (Exhibit 2)
22. **Certificate of Interested Parties.** Contractor 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.
23. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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.

24. 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.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: Rebekah A Meyer

Printed Name: Rebekah A Meyer

Title: Executive Director

Date: 5/3/17

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance/Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 161
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1. Background

- A. The CYD program was established in 1995 with funds authorized by the 74th Legislature for the purpose of reducing juvenile crime in areas of Texas with a high incidence of juvenile crime.
- B. The selected ZIP codes were identified by a methodology developed by an interagency workgroup that defined guidelines for the CYD program. The methodology involved identifying Texas counties with the highest number of juvenile arrests for violent offenses and then selecting ZIP codes with the highest number of juvenile probation referrals within each of those counties. The same methodology was used each year that the CYD program expanded.

2. Eligibility

- A. CYD programs serve youth ages 6 - 17 who live in and/or attend eligible schools in the 78415 ZIP code. Verification of addresses for registering youth is left up to the subcontractor, but must be done in good faith.

- B. Eligible public CYD Schools

High Schools	Mary Carroll High School, 5301 Weber Foy H. Moody High School, 1818 Trojan Drive
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Middle Schools	Tom Browne Middle School, 4301 Schanen Blvd. Baker Middle School, 3445 Pecan Street South Park Middle School, 3001 McArdle Road Hamlin Middle School, 3900 Hamlin Drive
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Elementary	Berlanga Elementary, 4120 Carroll Ln Early Childhood Development Center, 6300 Ocean Drive Fannin Elementary, 2730 Gollihar Galvan Elementary, 3126 Masterson Drive Hicks Elementary, 3602 McArdle Road Houston Elementary, 363 Norton Street Kostoryz Elementary, 3602 Panama Drive Sanders Elementary, 4102 Republic Drive Travis Elementary, 3210 Churchill Drive
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- C. The target emphasis is 10 to 17 years of age. Youth 9 and under may be served but cannot exceed 30% for the entire fiscal year. Family members of eligible participants are eligible for services if the service involves the family, including the eligible youth participant, with the goal of preventing delinquency of the eligible youth. Family members eligible for such services are limited to those individuals who are related to and residing in the same household as the eligible youth, including fictive kin and a non-custodial parent. Subcontractors must be

conscious of youth that are over or under the age limits. Registration forms for each youth will be collected and reviewed for accuracy.

D. As a prevention program, CYD is intended to serve youths who have not already been involved in the juvenile justice system, but who are at-risk of becoming involved. Youth whose cases are pre-adjudicated, informally adjudicated, or whose adjudication has been deferred are eligible for CYD services. Providers are not required to verify lack of involvement in the juvenile justice system but are required to complete risk factors for each youth. Identified Risk Factors Include:

- Poor expressive language
- Lack of self-control
- A high degree of impulsiveness and hyperactivity
- Aggressive temperament
- Antisocial behavior
- Friends who engage in “problem behavior”
- Low school attendance
- Parent/guardian(s) exhibit low school attainment and/or was a teen parent(s)
- Poor parental/guardian supervision and harsh and erratic discipline
- Parental conflict and/or single parent families
- Parent/guardian with mental illness
- Family history of problem behaviors such as parental drug use, domestic violence or criminal activity
- History of maltreatment

E. Local providers are not limited to serving only youth who are eligible for CYD services. It is necessary to note however, that only services provided to eligible youth, as defined above, can be reimbursed through CYD. Contractors must track and document services provided to eligible and non-eligible participants to support amounts billed to CYD and to determine CYD performance measures.

3. Scope of Services

A. The CYD program will fund prevention services that are directly linked to juvenile delinquency prevention. Intervention services, including diversion programs, are not appropriate under the CYD model. To the greatest extent possible, services should be designed to appeal to those youth most vulnerable to juvenile delinquency. The Fiscal Agent (City) is responsible for ensuring an appropriate balance between intensive programs that serve a limited number of youth and less intensive programs that can serve greater numbers of youth. One-time events or services that only accrue a limited number of contact hours (e.g. only two hours per month) are not eligible for funding. If one-time activities are planned as a service, they should be an added value for youth already participating and cannot be a stand-alone service. In determining which services will be funded, the Fiscal Agent with the help of the Review Committee will consider the overall potential impact on the ZIP code based on the number

of youth to be served, the hours of intensity with the youth, the need in the community and other factors.

- B. A diverse array of services can be provided through the CYD program. Historically, the following types of services have been funded through CYD: youth leadership development, life skills development, character education, conflict resolution, cultural exploration, rites of passage programs, after-school enrichment and education, career exploration, structured recreational programs, youth sports, mentoring and programs that promote family support and involvement. Any activities related to boxing cannot be funded through the CYD program. Supplanting of funds is unallowable. For any service to be provided, the Fiscal Agent must ensure that services do not duplicate those already provided in the community through other funding sources, but do fill gaps in service and enhance or compliment other services.
- C. Program services must be easily accessible to youth, or the provider of the service must address transportation needs for any youth for whom lack of transportation would prevent full participation in CYD program activities.
- Program services must be focused on enhancement of at least one of the following protective factors associated with juvenile delinquency prevention, including but not limited to:
 - Involvement with positive peer group activities and norms
 - Social competencies such as decision making skills, assertiveness and interpersonal skills
 - Caring adults other than parent
 - Strong bond between children and parents
 - Emotional support and absence of severe criticism
 - Clear rules and expectations
 - Involvement with school/community
 - Friendship network
 - Positive perception of self and others
 - Places high values on helping others
 - Sense of purpose
- D. Direct service staff of the Subcontractor must be at least 18 years of age, have a High School Diploma or GED, and 1 year of experience in the health and human services field to include work with youth.
- E. **Mandated/Core Services** for the 78415 Zip Code as required by DFPS: Each Fiscal Agent (City) is required to provide four mandatory services; Youth Advisory Committee (YAC), Youth Leadership Development (YLD), Mentoring, and Parental Involvement either directly or indirectly through subcontract in addition to other services. These four services will take precedence over other programs when funding is considered. The four Core Services are as follows:
1. **Youth Leadership Development (YLD) Program Requirements**

- YLD must be offered to prepare youth to meet the challenges of adolescence through a series of structured, progressive activities and experiences that help them to develop leadership skills (such as conflict resolution, negotiation, communication skills, goal setting, team building, positive self-esteem, and empowerment).
- The approach must view youth as resources and build on their strengths and capabilities to develop within their own community, and may include such things as service-learning components.
- Youth must be offered YLD services at least one time per month.
- The YAC group alone does not satisfy the requirement for a youth leadership development program. While all YAC participants must participate in YLD, a YLD program that is separate and distinct from the YAC must be offered with capacity to serve additional youth.

F. **Optional CYD Program Services:**

- Recreational Services: Rewarding, challenging, and age-appropriate activities provided in a safe, structured, and positive environment, with the intent of reducing delinquency by way of a socializing effect through which youth develop positive qualities. Examples may include organized sports, hobbies, music, arts and crafts and cultural activities. Boxing is not allowed.
- Life Skills Classes: Provide youth participants with social, personal, and vocational skills and opportunities to help them achieve economic success, avoid involvement in criminal activity, and increase social competencies. (e.g., conflict resolution, anger management, healthy relationships, career exploration, and interviewing skills).

G. **MANAGEMENT OF CONTRACT**

The Contractor must keep in mind the performance measures that must be met along with paperwork and administration requirements that must be completed in performing the CYD contract. Requirements include but are not limited to:

- Comply with all DFPS contract requirements that apply to subcontracts and follow the Contractor's policies and procedures as well as OMB and TAC guidelines when managing the fiscal, administrative and program aspects of CYD;
- Have policies and procedures in place for ongoing management of the CYD Program including planning and oversight of the overall program;
- Administrative management to include but not limited to personnel requirements, records maintenance, and DFPS Background Check requirements;
- Program management to include quality assurance processes to ensure appropriate service delivery and progress towards contract performance measures;
- Collection and submission of program forms and monthly participant data

from youth, including but not limited to Registration Forms, Risk Factor Surveys, Pre & Post Tests, and Satisfaction Surveys;

- Support and at a minimum monthly supervision of all staff that provide direct services to clients, including volunteers. This supervision must provide the direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with the clients;
- Attendance at quarterly meetings and submission of quarterly reports;
- Participation with CYD events and provider information meetings;
- Collaboration with all CYD providers including participating in marketing of the program to the community;
- Oversight to ensure that budget is appropriately managed to prevent any lapse in contract funds and ensuring that costs are reasonable, necessary, allowable and allocable under the contract and governing regulations (OMB circulars and the Texas Administrative Code).

Attachment B: Bid/Pricing Schedule

Youth Odyssey, Inc.

Budget Information Forms

Summary

Contractor Youth Odyssey, Inc.

Contract No. _____

Contract Period Sept 1, 2017 – Aug 31, 2018

[click here for instructions](#)

Cost Category	A Grand Total	B Reimbursable	C Other (Match)
(1A) Personnel – Salaries	0	0	0
(1B) Personnel - Fringe Benefits	0	0	0
Subtotal	0	0	0
(2) Travel	0	0	0
(3) Materials, Supplies, and Controlled A	0	0	0
(4) Equipment (Rent/Lease/Purchase)	0	0	0
Subtotal	0	0	0
(5) Other Costs (list below)	131,681.00	40,000.00	91,681.00
Subtotal	131,681.00	40,000.00	91,681.00
Foster or Day Care Total (per DFPS unit rate below)			
Total Direct Costs			
Total Indirect Costs (if applicable) _____%			
Grand Total	131,681.00	40,000.00	91,681.00

Unit Rate Contracts	Amounts
(a) Projected service units (days, etc.) x	
(b) Cost per unit of service (i.e., unit rates) x	
(c) Projected clients to be served	
Foster or Day Care Total	0

Certified by:

Name:

Title:

Date:

***Youth Odyssey, Inc. proposed to provide multiple services for the Community Youth Development Programs; they are being recommended for three programs at a do-not-exceed amount of \$50,000.00

Attachment C: Insurance/Bond Requirements

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 Park & Recreation Director 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 GL, AL and WC if applicable. **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
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this insurance document. \$500,000/\$500,000/\$500,000

- 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.

2016 Insurance Requirements
Park & Recreation
CYD Program
08/16/2016 mv Risk Management

Attachment D: Warranty Requirements

Warranty is not required for the service agreement, item **8. Warranty** of this agreement is null.