



SERVICE AGREEMENT NO. 3763

COMMUNITY YOUTH DEVELOPMENT PROGRAM SERVICES

THIS **Community Youth Development Program Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and YWCA Corpus Christi ("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 in response to Request for Bid/Proposal No. 3529 ("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 ("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.**
 - (A) This Agreement is for twelve months. The parties may mutually extend the term of this Agreement for up to four additional twelve-month periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.
 - (B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$37,941.10, subject to approved extensions and changes. Payment will be made for Services performed 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. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

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

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

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:

Sandra Alvarez
Parks and Recreation
361-826-4028
sandraa@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 that 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.** City may inspect all Services and products supplied before acceptance. Any Services or products 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.**

 - (A) 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.
 - (B) 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.
 - (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 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.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
13. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
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 applicable 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: Sandra Alvarez
Community Youth Development Program Manager
P.O. Box 9277, Corpus Christi, Texas 78469-9277
Phone: 361-826-4028
Fax: 361-826-3864

IF TO CONTRACTOR:

YWCA Corpus Christi
Attn: Nancy Wesson-Dodd
President/CEO
4601 Corona Drive, Corpus Christi, Texas 78411
Phone: 361-857-5661 Ext. 103
Fax: 361-857-0254

17. CONTRACTOR SHALL FULLY 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 THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. 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 OR RESULTING 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 may terminate this Agreement for Contractor’s failure to comply with any of the terms of this Agreement. The City 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 may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City 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. Owner’s Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner’s manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

20. **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.
21. **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.
22. **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.
23. **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;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
24. **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 if required by said statute.
25. **Governing Law.** Contractor 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.
26. **Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. 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.

CONTRACTOR

DocuSigned by:
Signature: Nancy Wesson-Dodd
AAFG369DA4B1449...

Printed Name: Nancy Wesson-Dodd

Title: CEO

Date: 7/13/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director, Contracts and Procurement

Date: _____

- Attached and Incorporated by Reference:**
Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements

- Incorporated by Reference Only:**
Exhibit 1: RFB/RFP No. 3529
Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A - SCOPE OF WORK

Background

- A. The Community Youth Development (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 78415 ZIP codes was 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.

Program Objectives

- A. The goal of CYD is to support youth by fostering safe spaces, positive relationships, and structured opportunities to build assets and skills. These supports lead to strengthened connections, engagement, and contribution to the community.
- B. CYD provides an array of positive youth development program opportunities such as Mentoring, Youth Advisory Committee, Youth Leadership Development, and Post-High School Readiness in select ZIP Codes. Supports offered under CYD should meet the DFPS goal to increase protective factors and developmental assets, thus increasing the likelihood of positive outcomes for Youth. Protective Factors in this context are a broad set of characteristics and environmental supports that increase an individual's ability to avoid risks and promote social and emotional competence to thrive in all aspects of life, now and in the future.
- C. Protective Factors as defined by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) are typically organized into the following domains:
 - 1. Individual
 - 2. Family
 - 3. Peer
 - 4. School
 - 5. Community
- D. CYD uses a Positive Youth Development Framework according to the Interagency Working Group on Youth Programs, Positive Youth Development is an intentional, pro-social approach that engages Youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young people's strengths; and promotes positive outcomes for young people by

providing opportunities, fostering positive relationships, and furnishing the support needed to build on their leadership strength. A Positive Youth Development (PYD) approach moves beyond solely preventing and removing risk behaviors to understanding the skills, attributes, and developmental assets that are needed to prepare young people to grow into thriving adults. PYD engages Youth as resources to be nurtured, rather than focusing on a problem to be changed.

- E. Several frameworks have been developed that can help programs easily and effectively incorporate Positive Youth Development into their ongoing work with Youth. Once such framework is the Developmental Assets framework from the Search Institute. The framework, based in research in Youth development, resiliency, and prevention, identifies 40 internal and external assets that have been shown to lead to thriving behaviors in Youth, reduce Youth engagement in risk-behaviors, and increase resiliency.
- F. Programs must be intentionally designed and built to promote the growth of these 40 Developmental Assets in Youth.

Eligibility

- A. The eligible population requirements are described below:
 - 1. The Contractor(s) will serve youth ages 6-17 and their Families who live in or attend public school in the 78415 ZIP code or attend school at a public middle or high school located outside of the 78415 ZIP Code that has at least 30% enrollment from the 78415 ZIP Code.
 - 2. The target age range for Youth served is 10 - 17 years. Youth under age 6 are not eligible for CYD. Youth served from ages 6-9 cannot exceed 30% of the Performance Measure for annual unduplicated Index Youth served.
 - 3. Youth who turn 18 years old during the school year will be permitted to participate in CYD until meeting program goals or the end of the current fiscal year, provided they were 6-17 years old when first enrolled in CYD.
 - 4. Family members of Index Youth are eligible if the goal of the activity or opportunity involves promoting Positive Youth Development or increasing Protective Factors of Youth.
- B. Eligible public CYD Schools
 - High Schools Mary Carroll High School, 5301 Weber
Foy H. Moody High School, 1818 Trojan Drive
 - Middle Schools Tom Browne Middle School, 4301 Schanen Blvd.
Baker Middle School, 3445 Pecan Street
Cunningham at South Park Middle School, 3001 McArdle Road
 - 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

C. 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. Contractors are not required to verify lack of involvement in the juvenile justice system but are required to complete risk factors for each youth. To be eligible to participate in the CYD program, Youth must exhibit at least two of the following priority characteristics:

- Behavioral concern
- Current or former military connection
- Current or past alcohol abuse – Caregiver
- Current or past alcohol abuse – Index Youth
- Current or past child maltreatment or child welfare involvement
- Current or past conflict at school
- Current or past criminal justice involvement – Index Youth
- Current or past domestic or interpersonal violence
- Current of past use or abuse of other substance – Index Youth
- Developmental delay or disability – Caregiver
- Developmental delay or disability – Index Youth
- Family dynamics or structure concern
- Family or household conflict
- High stress level
- Homeless or runaway
- Household has a child with developmental delays or disabilities
- Household has a history of alcohol abuse or a need for alcohol abuse treatment
- Household has a history of substance abuse or needs substance abuse treatment
- Low school attainment – Caregiver

- Low-income household
- Mental health concern – Caregiver
- Mental health concern – Index Youth
- Parenting skills concern
- School engagement concern
- Social support concern
- Household contains an enrollee who is pregnant and under 21

D. Contractors 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.

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 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. In determining which services will be funded, the City 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.
- C. 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. All participants must enter the program voluntarily. Voluntarily means that the Family or Youth must not be coerced, court ordered, or mandated to participate in CYD. Contractor cannot charge Participants a fee for participating in a program or for any program participation-related costs.
- D. Direct service staff of the Contractor 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. Required Programming for the 78415 Zip Code as required by DFPS. Required CYD Program Components each City must implement the following Youth-focused opportunities: Mentoring, Youth Advisory Committee (YAC), Youth

Leadership Development (YLD), and Post High School Readiness (PHSR). These four services will take precedence over other programs when funding is considered. The four Core Services are as follows:

1. Mentoring –

- a. Research affirms the significant positive effects that quality Mentoring relationships have on the developmental outcomes and opportunities for young people. Mentoring takes place between young persons (i.e., mentees) and older or more experienced persons (i.e., mentors) who are acting in a non-professional helping capacity to provide support that benefits one or more areas of the mentee's development. Mentoring must primarily focus on facilitating an ongoing positive relationship between the Youth and a caring adult role model who provides help to the younger person as he or she goes through life. Following the Elements of Effective Practice for Mentoring research from the National Mentoring Partnership, each mentor program should have a Theory of Change that explains how the Mentoring, and the activities that mentors and mentees engage in, will result in the desired outcomes at the Participant and Community level.
- b. The Contractor must have program guidelines for its Mentoring program. These guidelines should include requirements for:
 - i. Recruitment (mentors and mentees): Description of eligibility requirements; expectations for Mentoring relationship and outcomes; target audience for recruitment, and; methods of recruitment.
 - ii. Screening: Description of application and interview process; criteria for accepting or disqualifying applicants; assessing safety and suitability for Youth; comprehensive background check; references check; written agreement with expectations for length of relationship and frequency of meeting.
 - iii. Training: Description of required number of training hours and mode of training to be used. Training content must include:
 - allowable contact between a mentor and mentee (e.g., only at school or in community);
 - a definition of Mentoring;
 - the role of a mentor and a mentee;
 - guidelines for any financial transactions to include gifts;
 - sources of assistance available to support mentors;
 - initiation and termination or closure of mentoring relationship;
 - warning signs and problem solving for certain mentee behaviors or crises (e.g., self-harm, suicidal ideation, aggression, etc.);

- risk management policies (appropriate physical contact, safety, transportation of mentees, mandatory reporting requirements, confidentiality and anonymity, money, photos and social media use, emergency procedures, etc.); and
 - expectations for the frequency of connecting and length relationship for both the mentor and mentee.
- c. Matching and Initiating Mentor Relationship: Description of matching process should consider characteristics of mentor and mentee; Program staff member present for initial in-person meeting between the mentor and mentee to sign commitment agreement consenting to the rules and requirements (e.g., frequency, intensity and duration of match meetings, roles of each person involved in the mentoring relationship, frequency of contact with program staff), and risk management policies; Parental notification and consent process.
- d. Monitoring and Support: Description of supervision, support, and feedback provided to mentors; program staff follow up with mentor and mentee after meeting; regularly assess fitness of match; program staff provides mentors with access to relevant community resources for Youth and referral agencies.
- e. Relationship closure: Description of procedure to manage, document, and notify Participants of anticipated and unanticipated closures; program conducts exit interview with mentors and mentees; program has a written policy and procedure for managing re-matching; review of program rules for post-closure contact.
- f. Additional mentor program requirements and restrictions:
- i. Peer mentoring and family mentoring programs do NOT satisfy this requirement.
 - ii. Mentoring must be conducted in individual or small group settings. The ratio of Mentoring for group settings should be no greater than four Youth to one mentor.
 - iii. Most Mentoring should be in person, Contractor must provide justification for any virtual programming.

2. Youth Advisory Committee (YAC) –

- a. The YAC is an advisory body of young leaders currently participating the CYD program.
- b. The goal of the YAC is to promote the voice and choice of a consistent group of young leaders through structured, monthly, Youth-led meetings.
- c. The YAC will provide input, give feedback, and participate in decision-making to help shape their local CYD program, as well as assess and

address the needs of their Community by planning and implementing meaningful service-learning projects.

- d. The YAC must include 10-20 Youth, comprised of both middle- and high-school Youth between the ages of 13 and 17.
- e. The YAC must meet monthly, at a minimum, and must have between 10 and 20 Youth in attendance at each meeting, with the expectation that Youth are consistently attending and participating in YAC meetings. Typically, at least an hour per monthly meeting is needed to accomplish the goals of the YAC.
- f. Contractor should indicate the types of locations where meetings will take place and how they will ensure the safety of Youth at the location, as well as ensure transportation to and from the meetings and address any barriers to recruitment or consistent participation and engagement.
- g. YAC Youth must be engaged in outreach and awareness efforts and involved in the development and implementation of the CSNA for CYD:
 - i. Outreach and Awareness – YAC Youth must be involved in promoting the CYD programming within their Communities to engage additional Youth into CYD. This could include, but is not limited to, engaging YAC members in planning and implementation of program recruitment strategy, conducting outreach and awareness activities, and developing marketing materials.
 - ii. Active Participation related to CSNA – YAC Youth must be involved in the development and implementation of the CSNA. Youth must be involved in collecting feedback from local Youth, including CYD Participants, about needs for CYD programs and activities, and the impact of CYD on Positive Youth Development.
- h. YAC Youth must receive Youth Leadership Development (YLD) in addition to participating on the YAC.
- i. To ensure YAC goals for Youth safety, engagement, participation, leadership skill and community building are met, each CYD program must have a dedicated staff member as the YAC Coordinator.
- j. The YAC is intended to be a singular advisory body. If Contractor chooses to facilitate two or more independent YAC groups that meet separately, a monthly opportunity must be provided for all YAC members to meet as a singular advisory body.
- k. Selected YAC Youth must participate in the annual CYD Youth Summit. Pending available funding, typically 6 Youth (3 male, 3 female) will be chosen from each contract, with 1 chaperone per 3 Youth. YAC Coordinator must attend as one of the chaperones and provide any needed support to Youth while at Youth Summit or needed by the Youth Summit coordinating body. The Youth Summit is intended to strengthen

local YAC and develop leadership skills, while networking with other YAC Youth from across the state. YAC Youth participation will be at the discretion of the CYD Youth Summit Contractor.

3. Youth Leadership Development (YLD) –

- a. youth Leadership Development is part of the Youth development process and supports young people in developing: the ability to analyze their own strengths and weaknesses, set personal and vocational goals, and have the self-esteem, confidence, motivation, and abilities to carry them out (including the ability to establish support networks in order to fully participate in Community life and effect positive social change); and the ability to guide or direct others on a course of action, influence the opinions and behaviors of others, and serve as a role model. The YLD program component must view Youth as resources and build on their strengths and capabilities to develop within their own community
- b. The YLD program component should be intentionally designed as a multi-week experience that provides participants a comprehensive understanding of leadership history, philosophies, attitudes, and skills and that allows opportunities for hands on application and practice.
- c. To meet the requirements of YLD, each program must contain all three of the following elements:

Table 3		YLD Elements	
Element		Element Description	
1. Leadership Knowledge	An examination of leadership history, leadership philosophies, key leadership characteristics, and leadership styles. This element may include self-assessments, activities focused on developing a personal leadership philosophy, leadership case studies, book clubs featuring specific leaders or leadership practices, etc.		
2. Leadership Skill Building	The opportunity to learn about and practice key leadership skills in a safe, supportive environment. This element should include leadership skill activities, practice, and reflection. Leadership skills might include, but are not limited to: teambuilding, communication, conflict resolution, goal-setting, responsible decision making, problem solving, embracing diversity, time management, creative thinking, project planning.		
3. Leadership in Action	Putting leadership skills into action through real-life application. This might include Youth-led projects, service learning opportunities, other project-based learning opportunities, etc.		
(Adapted from <i>Designing Student Leadership Programs: Transforming the Leadership Potential of Youth</i> by Mariam G. MacGregor)			

- d. YLD programs should be created with a Scope and Sequence that provide opportunities for Youth to engage in all three of the above elements over the course of the program cycle, however that is defined by the Contractor (3 months, 6 months, 12 months, etc.) A general Scope and Sequence for a multi-week program must be mapped out before the YLD program begins that identifies which YLD elements are being addressed each week of the YLD program cycle. Please refer to Attachment C - Scope and Sequence for a template and example Scope and Sequence of a multi-week YLD program incorporating all three YLD elements. Contractor should include YLD Scope and Sequence in Attachment B, Project Work Plan.
- e. If a program does not contain each of the elements listed above over the course of the program cycle, it does not meet the criteria of YLD and should be recorded in PEIRS as 'Curriculum-Based Life Skills' or 'Life Skills Non-Curriculum.'
- f. Contractor must offer YLD to Youth at least one time per calendar month.
- g. The YAC group alone does not satisfy the requirement for a Youth Leadership Development program. While all YAC participants must participate in YLD, the Contractor must offer a YLD program that is separate and distinct from the YAC with the capacity to serve additional Youth.

4. Post-High School Readiness (PHSR)

- a. Post-High School Readiness refers broadly to preparing young people for their transition from school to the multiple pathways after high school graduation, equipping Youth with the experiences and skills necessary to successfully manage the responsibilities required upon entering college, career, and workplace environments. Readiness is achieved by acquiring the learning competencies, intellectual capacities and experiences essential for all students to become lifelong learners; positive contributors to their families, workplaces and communities, as well as to become successfully engaged citizens of a global 21st century.
- b. Examples of Post-High School Readiness include, but are not limited, to:
 - i. Career exploration and workforce readiness: Provide a realistic view of work along with necessary skills and workplace ethics to successfully maintain employment. Activities to promote career planning and acquisition of workplace skills, including vocational training and academic planning specific to career goals. Assessment and planning integrate school experiences (coursework, extracurricular activities and vocational or career assessments) with community experiences (volunteer work, regular employment, job shadowing, and job fairs) toward career objectives. Other activities include job search assistance, interviewing skills training, assistance with disability-related accommodations, and job-finding training

(including résumé preparation, information on non-traditional career opportunities, and job application completion.)

- ii. College readiness: Provides the level of preparation needed for young people to enroll and succeed in postsecondary education. Activities offered should promote college planning skills in young people, which may include awareness of and preparation for school applications, pre-requisite testing, scholarship application and financial planning, college campus culture, intellectual norms in the academic environment, decision-making and assessing risky behavior, and expectations for engagement. Other activities could include college campus visits, test preparation, discussing expectations with current college students, and scholarship search assistance.
- iii. Curriculum-based life skills: Provide Youth activities that are based upon a written curriculum for individual skills development including, but not limited to, communication, self-control, anger management, problem solving, adapting to change, choosing friends wisely, healthy relationships, and independent living. Activities offered should promote healthy decision-making, goal setting, budget planning and financial literacy, healthy eating and nutrition, digital and civic literacy, healthy living and wellness, and self-advocacy.
- iv. Life Skills Non-Curriculum: Provide Youth 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.

F. Ancillary CYD Program Components

1. Ancillary programming is optional and selected by the Contractor to complement the CYD program. CYD programming must promote Protective Factors in Youth.

Examples of ancillary CYD programming include:

- a. youth-based curriculum class: Activities provided to Youth that are based upon a written curriculum.
- b. Family-Based Curriculum Class: Provided to the registered Index Youth or Caregiver along with their Family member(s.) These services are part of a specific written curriculum, e.g., family skills building, family effectiveness training, etc. These family programs encourage family unity, communication, improved decision-making skills and reduce family conflict.
- c. Family focused activity: Activity based, involve the Youth and at least one other Family member, and are not part of a written curriculum or counseling.

- d. Sports and Movement: Rewarding, challenging, and age-appropriate activities provided to Youth in a safe, structured, and positive environment, with the intent of promoting Positive Youth Development by way of a socializing effect through which Youth develop positive qualities. Examples may include organized sports or athletic activity, personal fitness, dance or movement. Boxing is not allowed.
- e. Arts and Cultural Enrichment: Programming to increase awareness, explore skill building, as well as develop and express creativity through developmentally appropriate activities involving visual or performance arts, culture, culinary arts, creative writing, digital arts, crafts or music.
- f. Academic Support: Designed to increase Youth engagement in the learning process, improved academic performance, Science, Technology, Engineering and Math (STEM) skill development, and bonding to the school (e.g., cooperative learning techniques, "experiential learning" strategies, tutoring and basic skill building).
- g. Service Planning and Coordination: A strength-based approach that helps Youth assess their individual and developmental needs, identify available resources, and set goals to achieve specific desired outcomes leading to a healthy sense of self-reliance and interdependence with their community. Identifiable strengths and resources include family, cultural, spiritual, and other types of social and community-based assets and networks.

G. Family and Primary Caregiver Engagement Requirements:

1. Family engagement is associated with improved program outcomes. Parental involvement increases Youth participation in after-school programs, influences constructive Caregiver involvement in the home, and increases Protective Factors. Furthermore, father-figure involvement is linked to decreased drug use and decreased delinquent behavior.
2. Contractor must demonstrate a commitment to the meaningful involvement of Families and Primary Caregivers in CYD. There are several options to engage Families and Caregivers, with the intent to bring Youth and Families or Caregivers together in a meaningful way. The strategies that work best will depend on the dynamics of the Community served. Strategies may include Primary Caregiver leadership opportunities (volunteering at Youth-led events, participating alongside Youth on the local coalition, etc.), collaborative Parent Café or Youth Café events, family service learning, family nights, and many other strategies. Some ideas for Family or Primary Caregiver engagement can be found at:
3. https://cdn.ymaws.com/nafsce.org/resource/remgr/Toolkits/Boston_EngagingFamilies_Out.pdf.

4. Contractor must outline a plan for Family and Caregiver engagement in Exhibit D, Project Work Plan, outlining anticipated strategies and timelines for implementation.
5. At a minimum, one Family or Primary Caregiver event should be held each month of the fiscal year.
6. Activities or workshops serving only the Primary Caregiver such as parenting training or parenting skills classes, counseling, or stand-alone Parent Cafés will not fulfill the Family and Primary Caregiver engagement requirement of this RFP. If these services are identified as a need in a specific community, the Contractor should work in conjunction with their local Family And Youth Success (FAYS) Contractor as a resource and referral for these services.
7. Contractor may hold Family-inclusive opportunities that allow Index Youth and Caregivers to come together for a portion of the activity and split into Caregiver- and Youth-specific groups engage in deeper learning, if appropriate.

H. Additional Program Requirements

1. Focus on Out-of-School Time Programming
 - a. Under this grant, most of the programming during the school year should be offered during Out-of-School Time hours. This includes before school, afterschool, evenings and weekends. Programming that takes place while Youth are on summer break or other school breaks will vary by community and should align with programming gaps and Community needs.
 - b. There are greater opportunities for Youth to be left unsupervised during Out-of-School Time hours, which increase the opportunities for Youth to engage in risky behaviors such as substance abuse or juvenile crime (McCombs, Whitaker, & Yoo, 20171.) According to a 2019 report released by the Council For A Strong America, the majority of juvenile crime in Texas occurs between the hours of 2:00PM and 6:00PM. It benefits both Youth and their Communities to ensure Youth have access to enriching programming, safe spaces, and caring adults during Out-of-School Time hours. Programming during Out-of-School Time not only reduces the likelihood Youth will engage in risky behaviors, but also promotes increased academic performance, school connectedness, positive identity development, social-emotional skill development, physical and mental health, and civic development
2. Each CYD program should provide opportunities for Youth to increase developmental assets through participation. Each proposed program component (required and ancillary) should directly link to one or more of the Search Institute's identified 40 Developmental Assets:

a. External Assets

i. Support

- Family support
- Positive family communication
- Other adult relationships
- Caring neighborhood
- Caring school climate
- Parent involvement in schooling

ii. Empowerment

- Community values Youth
- Youth as resources
- Service to others
- Safety

iii. Boundaries and Expectations

- Family boundaries
- School boundaries
- Neighborhood boundaries
- Adult role models
- Positive peer influence
- High expectations

iv. Constructive Use of Time

- Creative activities
- Youth programs
- Religious community
- Time at home

b. Internal Assets

i. Commitment to Learning

- Achievement motivation
- School engagement
- Homework
- Bonding to school
- Reading for pleasure

ii. Positive Values

- Caring
- Equality and social justice
- Integrity
- Honesty
- Responsibility
- Restraint

iii. Social Competencies

- o Planning and decision-making
- o Interpersonal competence
- o Cultural competence
- o Resistance skills
- o Peaceful conflict resolution

iv. Positive Identity

- o Personal power
- o Self-esteem
- o Sense of purpose
- o Positive view of personal future

3. Contractor must ensure that Youth are not denied or delayed services due to a wait list. The Contractor must have referral policies and procedures in place that provide alternative service options either through the Contractor or through other community resources when the Contractor is at capacity.
4. Contractor should offer programming that reflect a mix of intensive activities that serve a limited number of Youth (e.g. one on one Mentoring) with lower intensity activities that serve a higher number of Youth (e.g. group recreation).
5. Contractor must provide programming or activities each month of the fiscal year, including during the summer months.
6. Youth may not participate solely in one-time activities. If one-time activities are planned, they should be an added value for Youth already participating in other CYD services or for outreach and recruitments purposes and cannot be a stand-alone service.
7. Contractor must submit documentation of evidence-base, research or information on each proposed program with a curriculum by completing the Attachment D - PEI Evidence-Based Program Ranking Tool. Contractor may not provide programming with empirical evidence or theoretical basis indicating that the practice constitutes a risk of harm to those receiving it.
8. Contractor must ensure services are easily accessible to Youth. Contractor must offer programming at times and places that meet the needs of local Youth. In addition, the Contractor must address any Youth transportation barriers or needs, and coordinate or provide transportation of Youth to participate in CYD activities. Transportation costs are reimbursable.
9. Contractor must outline educational benefits of any planned field trips and how the field trips align with the goals of CYD in their Project Work Plan. Field trips must not expose the Participants to any unnecessary safety risks. Contractors are responsible for securing any necessary permission from Participant Caregivers related to travel or field trips.

10. Services are intended to be face-to-face in person. DFPS requires justification for any proposed virtual services.

I. MANAGEMENT OF CONTRACT

1. 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:
 - a. 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;
 - b. Have policies and procedures in place for ongoing management of the CYD Program including planning and oversight of the overall program;
 - c. Administrative management to include but not limited to personnel requirements, records maintenance, and DFPS Background Check requirements;
 - d. Program management to include quality assurance processes to ensure appropriate service delivery and progress towards contract performance measures;
 - e. 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;
 - f. 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;
 - g. Attendance at Community Collaborative Committee meetings and submission of quarterly reports;
 - h. Participation with CYD events and provider information meetings;
 - i. Collaboration with all CYD providers including participating in marketing of the program to the community;
 - j. 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).

J. Organizational Requirements

1. Contractor's organization must implement the following training requirements:

- a. Contractor should submit a training plan for all CYD workers; including volunteers, Subaward employees, and anyone else working on the Grant; that includes both initial and ongoing training. Staff training must include the following competencies:
 - i. New employee orientation;
 - ii. Cultural Humility (required annually;)
 - iii. Youth development (required annually;)
 - iv. Evidence-Based or Promising Practice Program training (when appropriate);
 - v. 40 Developmental Assets Training; and
 - vi. Youth Program Quality Assessment Training.
 - vii. Additional training topics may include, but are not limited to:
 - o Healthy relationships;
 - o Effective collaboration;
 - o Effective group or meeting facilitation;
 - o Ethics;
 - o Mental Health First Aid Training;
 - o Referrals and service connections;
 - o Substance use;
 - o Internet safety for youth;
 - o Bullying; or
 - o Suicide prevention and postvention.
2. Contractor are required to utilize the Youth Program Quality Assessment (YPQA) to assess the Contractor's activities and program offerings for responsiveness to the needs of CYD Youth and enhance their approach across the lifespan of the Grant. At a minimum, Contractors must complete the YPQA Basics Training within year one of the Grant. In person training on the YPQA Basics is highly preferred but may be completed virtually if necessary.
3. All service providers who meets the definition of "childcare" according to Texas Human Resources Code, Chapter 42, must apply to the appropriate regional childcare licensing office for licensing determination. DFPS must issue a current license or exemption for each CYD program. The City of Corpus Christi must review the results of this determination for compliance. If the scope of services offered through CYD changes, the service provider must reapply for either a license or exemption.

ATTACHMENT B - BID/PRICING SCHEDULE

Contractor YWCA Corpus Christi			
Contract No.			
Contract Period 9/1/21 - 8/31/2022			
Cost Categories	(A.)	(B.)	(C.)
	Reimbursable	Other (Match)	Program Total
(1A) Personnel - Salaries	\$27,058.20	\$0.00	\$27,058.20
(1B) Personnel - Fringe Benefits - by Employee	\$0.00	\$0.00	\$0.00
(1C) Personnel - Fringe Benefits - by Type	\$2,605.70	\$0.00	\$2,605.70
(2) Travel	\$1,177.20	\$0.00	\$1,177.20
(3) Supplies and Controlled Assets	\$7,100.00	\$0.00	\$7,100.00
(4) Capital Equipment (greater than \$5K)	\$0.00	\$0.00	\$0.00
(5) Other Costs	\$0.00	\$0.00	\$0.00
Direct Costs Total	\$37,941.10	\$0.00	\$37,941.10
Indirect Costs Total (if applicable)	\$0.00	\$0.00	\$0.00
TOTAL	\$37,941.10	\$0.00	\$37,941.10

100%

0%

100.0%

DocuSigned by:

Certified By:	<i>Nancy Wesson-Dodd</i>
Name:	Nancy Wesson-Dodd
Title:	CEO
Date:	7/12/2021

ATTACHMENT C - 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
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
CRIME/EMPLOYEE DISHONESTY Contractor shall name the City of Corpus Christi, Texas as Loss Payee	\$1,000,000 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.

2020 Insurance Requirements
Ins. Req. Exhibit 3-N
Professional Services – Crime-Employee Dishonesty
04/14/2020 Risk Management – Legal Dept

ATTACHMENT D – WARRANTY

No warranty is required therefore, Section 8, Warranty Requirements subsections 8(A) and (B) are hereby void.