



CITY MANAGEMENT

Coordination Sheet

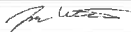
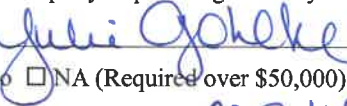
FROM:	Julie Gohlke - Purchasing			
DATE: Nov 19, 2020		NAME	INITIALS	DATE
		Mr. Charles Kelm Assistant City Manager		
	X	Mr. Brian James Assistant City Manager		11/20/20
	X	Ms. Sarah Gonzalez Assistant to the City Manager		11/20
	X	Dr. Mark Browne City Manager	B	11/23
COMMENTS:	<p>Agreement with YMCA of San Antonio to provide Management and Operations Services for the Schertz Senior Center. Agreement was approved by council on Res 20-R-109 dated 11/10/2020.</p>			
RETURN TO:	Julie Gohlke - Purchasing			

**CITY OF SCHERTZ
CONTRACT APPROVAL FORM**

A. To be completed by Department

1. Contract with: YMCA of Greater San Antonio Contract amount: \$ 13,353 per month/\$160,236.00 per year
2. Contract for: Schertz Area Senior Center Management and Operations
3. Fund/Account to be charged: 101-901-537700 Dept. Parks & Recreation
4. Contract category and amount in the budget: yes no – budget adjustment required
Budget Amendment Ord/Res Number: 20-R-109 Date: 11/10/20
5. Contract required to be bid: yes no (If unsure, contact Purchasing.)
Bidding completed: yes NA (bidding not required)
Bidding exemption: (if bidding is not required state reason): _____
6. Contract termination date: Sept. 30, 2025 NA
7. Terms of contract reviewed and approved by Department Head: yes
8. Is Asst. City Manager aware of contract? yes
9. If going to Council, is City Manager aware of contract? yes NA
10. Department Head's signature: Lauren Shrum Digitally signed by Lauren Shrum
Date: 2020.11.17 16:49:42 -06'00' Date: _____

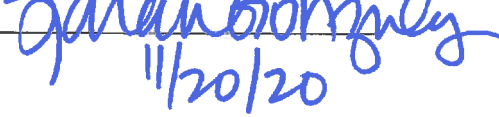
B. To be completed by Purchasing and Asset Management

1. FINANCE
 - a. Contract amount in the budget: yes no – budget adjustment required
 - b. Fund/Account to be charged: 101-901-537700
 - c. Finance Director's signature:  James Wallers
2020.11.18 10:45:54 -06'00' Date: 11-18-2020
2. LEGAL
 - a. Contract reviewed and approved by City Attorney not requested yes (attach email approval) js
 - b. Date Reviewed and Approved by City Attorney _____
3. PURCHASING
 - a. Vendor aggregate POs <\$50K for budget period yes no
 - b. Contract reviewed for insurance, warranty, term, severability and indemnity requirements: yes
 - c. Contract properly bid in accordance with City Purchasing Policy yes NA
 - d. Vendor signature obtained yes no (other party requires signature by City first)
 - e. Purchasing and Asset Management Signature:  Date: 11-19-2020
4. COUNCIL APPROVAL REQUIRED? yes no NA (Required over \$50,000)
 - a. Date of City Council approval: 11/16/20 Res/Ord #: 20-R-109 Attached
 - b. If not approved by City Council, state reason: _____

C. To be completed by Asst City Manager:

1. Final contract reviewed and recommend City Manager signature: yes no
2. Asst. City Manager's Signature:  Date: 11.20.20

D. To be completed by Assistant to the City Manager

1. Assistant reviews and obtains CM signature Assistant Signature: 
2. Signed contract is given to Purchasing & Asset Management.

E. To be completed by Purchasing and Asset Management

1. Date fully-executed contract received by Purchasing: _____
2. Date filed to Laserfiche: _____ Filed as: _____

CITY OF SCHERTZ
SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and YMCA of Greater San Antonio ("Contractor").

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2025 with the option to renew for five (5) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

- (A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".
- (B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.
- (C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation

- (A) The Contractor shall be paid in the manner set forth in Exhibit "A" and as provided herein.
- (B) *Billing Period.* The Contractor may submit an invoice for payment upon completion of the described tasks. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

(D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

- (1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
- (2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
- (3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.
- (4) To the extent there is a conflict of this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination.

Section 5. Insurance

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not

less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "C".

Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

Section 6. Miscellaneous Provisions

- (A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.
- (B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.
- (C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent

contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

(E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(F) *Conflict of Terms.*

Scope of work:

In the case of any conflicts between the terms of this Agreement within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the

technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.

Other Agreements between parties:

In the case of any conflicts between the terms of this Agreement and wording contained within any other attachment, amendment, and agreement executed between the parties in conjunction with this Agreement, this Agreement shall govern.

- (G) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 7. Termination

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than five (5) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor

in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 11. Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Guadalupe County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Guadalupe County, Texas.

Section 14. Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 16. Gender

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments

All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 20. Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit

City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 22. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 23. Disclosure of Business Relationships/Affiliations: Conflict of Interest Questionnaire

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Certificate of Interested Parties

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.


Please visit the State of Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.


[The remainder of this page is intentionally left blank.]

EXECUTED on this the 12th day of NOVEMBER, 2020

CITY:

By: 
Name: Dr. Mark Browne
Title: City Manager

CONTRACTOR:

By: 
Name: ROSS A. MAGIS
Title: ENP/CFo

ADDRESS FOR NOTICE:

CITY:

City of Schertz
Attn: Dr. Mark Browne, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

CONTRACTOR:

Exhibit "A"

SCOPE OF WORK

Scope of Work

The contractor shall provide all equipment, materials, and personnel necessary to complete the following minimum requirements.

Senior Center will continue to serve citizens 50 years and older, with leisure, wellness, civic, and educational opportunities for the purpose of enriching quality of life, expanding interest and offering exposure in areas identified by seniors in a safe and wholesome environment. The YMCA of Greater San Antonio aims to maintain and eventually increase center membership through innovative programming and robust strategic community outreach.

A. Program Overview

Aligning with the purpose of managing and operating the Schertz Area Senior Center, the YMCA of Greater San Antonio will provide continuation and enhancement of programming to seniors residing in Schertz and the surrounding communities. The center will harbor opportunities for seniors to experience a strong sense of belonging while building a network of friends who provide supportive communities for sustained individual health and wellbeing. Currently, the Schertz Area Senior Center has over 80 members that volunteer as congregational meal servers, front desk greeters, instructing mentors, choir singers and committee members that total 12,387 hours in 2019 (1,032 hours monthly average). The Y recognizes that keeping older adults healthy and active enriches entire communities because it empowers them to participate more fully in their families and neighborhoods.

The Y will provide opportunities for seniors to participate in the day-to-day operation of the center, further enhancing a sense of pride and purpose.

Direction will be sought out from members via input survey solicitation both on a monthly basis by program staff and at the leisure of the member. Surveys and requests for programming will be of easy access at all times. With the direction of the seniors, the Y will continue to populate the center with beloved and new enriching activities, providing seniors with opportunities to interact with peers, become involved in their community and to participate in and contribute to the culture of the City of Schertz.

B. Program Activities and Components

a. Fitness, Health, and Wellness

Certified and trained Y Fitness Instructors along with the collaborative parties will lead various exercise and mobilization classes at the Schertz Area Senior Center and additional locations of the Schertz Family YMCA and the Aquatics Complex.

Ongoing Fitness, Health and Wellness Programs offered at the Senior Center include but are not limited to:

A Matter of Balance	This is an award winning program offered by AACOG designed to reduce the fear of falling and increase activity levels
A.O.A Adaptive Yoga	Fall Prevention and Balance Yoga will move your body through a complete series of seated and standing poses. Chair support is to offer safely.
Aqua Fit, Water Aerobics, Water Zumba	Resistance based in-water workout designed for everyone, but especially those with joint ailments or injuries.
Chair Volleyball	Fun-filled game played with a beach ball and volleyball net. Chair volleyball is great for upper body mobility and joint flexibility.
Diabetes Prevention	A trained lifestyle coach facilitates a small group of adults to discuss behavior changes that can improve the health of participants. The program consists of 25 one-hour sessions delivered over the course of a year.
Silver Sneakers Classic	Move to the music through a variety of exercises to increase muscular strength, range of movement and activities for daily living.
Pickleball	Paddlesport that combines elements of tennis, badminton and table tennis.
WellMed Arthritis Exercises	WellMed staff allows participants to exercise without putting excess strain on your joints and muscles.
Line Dancing	Line dancing presents itself as the perfect form of exercise for older people because it provides the benefits of an aerobic workout which maintains a healthy heart and also provides a platform to get involved in a social environment.
Silver Sneakers Yoga and Gentle Yoga	Yoga will move your body through a complete series of seated and standing poses. Chair support is offered to safely perform a variety of postures.
Zumba & Zumba Gold	Senior Based Zumba fuses hypnotic Latin rhythms and easy to follow moves to create a dynamic fitness class!
Texas A&M AgriLife Walk Across Texas	Held twice a year seasonally, members form teams and complete health and wellness tasks converted upon completion in miles to see how far they have crossed our State. This competition is held regionally and state wide.

Walking Club	Held twice a year seasonally, members walk a specific course to and from the Senior Center. Members will walk for 8 to 10 weeks and upon completion receive health and wellness gear provided by the YMCA.
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b. Nutrition

The Nutrition and Lunch component of the program will be met as a continuation of the senior center's previously established meal program collaboration with the City of Schertz. The City of Schertz will provide the funding for the nutrition program. Currently free meals are provided to seniors for lunch Monday – Friday (excluding city holidays.) The meals are nutritionally balanced for seniors and include juice or milk. Any additional coffee or tea served in the center is considered part of supplies and is provided by the YMCA of Greater San Antonio. The cost of the nutrition program is partially reimbursed from federal funds, and the City of Schertz will continue to administer that grant program. The Senior Center Director will administer the data collection on site for the program and provide it to the city.

Ongoing Nutrition Programs offered at the Senior Center will include but not be limited to:

Texas AgriLife Nutrition Lectures	Texas Agrilife Extension Staff provide food and Nutrition education to vulnerable limited resource senior adults residing in our community.
Cooking Well with Diabetes	A series of four, fun, interactive classes packed with research based information and delicious diabetes friendly recipes.
Diabetes Prevention Program	Offered by Y Healthy Living, this program helps adults at high risk of developing type 2 diabetes adopt and maintain healthy lifestyles. The YMCA's Diabetes Prevention Program is part of the CDC-led National Diabetes Prevention Program.
Lecture Series: Adherence & Blood Glucose Monitoring	Assist adults diagnosed with hypertension to lower their systolic and diastolic blood pressure through the simple process of checking and recording their blood pressure at least twice a month over a four-month period.

AACOG - Texercise: Exercise and Nutrition	A statewide health and wellness initiative of the Texas Health and Human Services Commission (HHSC) that encourages individuals and communities to adopt healthy lifestyle habits such as regular physical activity and good nutrition .
Texas A&M AgriLife Eat Smart	Presented by the Texas A&M Agrilife Extension Service. Enjoy fun and lively activities with other older adults. Participants talk about easy ways to make smart food choices and exercise more.
WellMed Health Screenings	WellMed Staff provide a complimentary health screening for seniors. No appointment is necessary

c. Life Enrichment

To further enhance the senior program-scope in the focus area of Life Enrichment, the collaborative parties have been able to add additional group recreational programming , offering senior members with activities such as social clubs, volunteer activities, arts, sewing, gardening, etc. Social clubs reinforce the Y's goals to help individuals improve and move to a higher state of well-being by enhancing self-worth, fostering positive relationships, improving holistic health, and inspiring leadership. Group activities encourage senior social interaction by providing meaningful engagement that enhance a sense of belonging, and provide opportunities for involvement in program planning and delivery. Group activities will also include recreational and team-building games such as Poker, Pinochle, 7's Canasta (card games), Wii bowling and sports, etc

Ongoing Life Enrichment Courses offered at the Senior Center will include but not be limited to:

AARP Driving Course	The AARP Smart Driver course is the nation's first refresher course specifically designed for drivers age 50 and older. In many states, drivers may benefit from a discount on their auto insurance premium upon completing the course
AACOG Stress Busters	Stress management and coping strategies for family caregivers of a loved one with Alzheimer's or Dementia.
Be Senior Tech Savvy	Class designed to teach seniors technology basics including how to browse the internet, check their email, stay in touch with friends, manage finances, etc
City of Schertz Library IT Tech Help	The City of Schertz Library has staff that come over once a month to provide support and instruction on using many

	technical devices from cell phones to computers.
Card & Board Games	Members engage in social conversation whilst playing card games like poker, Uno, dominoes, Mahjong, Pinochle, Wii Sports, etc.
Coloring Book Club	Intricately detailed coloring books for adults have become a popular way to de-stress. Bring your own coloring books or utilize the materials provided
Crochet Club	This class is for anyone, beginner to advanced, who is interested in the art of crochet.
Faith and Finance	Class designed to teach participants how to make a spending plan, manage debt and loans, set savings goals, overcome past financial mistakes, build credit, and so much more
City of Schertz Economic Development Hiring Fair	Local job fair designed for full and part time jobs for ages 50+.
Legal Assistance	Program offered through AACOG available to limited-income seniors who are eligible to participate that assists with creating a will, Power of Attorney, medical directives, etc
Medicare Benefits Counseling	A state certified Benefits Counselor with AACOG provides assistance on understanding medical benefits
Texas A&M Senior Driver Educational Activity	An interactive discussion on senior driver road safety concerns followed by an interactive game of driver Bingo
Sewing & Crafts	Sew with a friend, or meet new friends. Finish those projects and get help with a sewing technique; you can start or finish a sewing project
Schertz Silver Serenaders Choir	A non-profit senior adult community choir to promote community service, patriotism, and Christianity through the musical arts
Golden Gardening	In collaboration with the local Texas Master Gardeners provides programs seasonally within the Center's Gardening Areas and various rooms pending on projects. This program is geared towards and Seniors living environment and participants get to take projects home.
NCOA Aging Mastery	In collaboration with WellMed, the NCOA Aging Mastery

Program	<p>Program is a fun and engaging education and behavior change incentive program for aging well. The classroom experience is a mix of didactic and interactive learning with an emphasis on peer-to-peer interaction that allows participants to set goals for positive actions in many aspects of their lives such as exercise, nutrition, finances, advance care planning, community engagement, and healthy relationships. Participants have a graduation ceremony and celebration at the completion of the program where they can invite family and friends.</p>
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d. Peer Discussion and Support Groups

At any age, it is important to surround yourself with a group of supportive individuals. Support groups can make a tremendous difference in how seniors cope with the life changes aging presents. Peer discussion and support groups are offered to senior center members on a weekly basis as a dedicated time of discussion and support. Groups will discuss topics of interest including senior benefits, healthcare, disease-prevention and management, stress-relieving and relaxation techniques, etc.

Ongoing Peer Discussion and Support Groups Programs offered at the Senior Center include but are not limited to:

Annual Art Show	Held every Spring to highlight seniors works of art completed in Painting with Pat classes offered at the Senior Center
Bingo Nights	Held every other month. Sponsored through local partners to provide prizes and food. City of Schertz gets revenue. YMCA covers expenditures if sponsorship is not obtained
Book Expo	Held annually opposite of the City of Schertz Library Book Expo. This event highlights local Senior writers with readings and opportunities to purchase published books
Casino Trips	Offered every other month. This trip is organized through G&K Tours. The cost is \$5 and takes Seniors to Lucky Eagle Casino for the day.
Choir Concerts	Held monthly by the Schertz Silver Serenaders Choir. Additionally offered by SCUCISD school choirs throughout the year, especially during holidays.

Craft Fairs and Bazaars	Held quarterly and highlights Seniors craftsmanship and other items for sale at reasonable prices. The fairs and bazaars are juried and revenue from these events go to the City of Schertz.
Dances	Held at varied times at the request of members. City of Schertz receives the revenue. Dances are sponsored with a local partner providing refreshments. DJ and decor are part of YMCA expenditures
Grab Bag Sales	Held throughout the year with all items for sale donated by members and the local community. Members are given the opportunity to fill a bag for a low price. A chance for our seniors to purchase items for their home, family and friends. City of Schertz receives the revenue.
Fairs & Expos	Held in collaboration with varied life enrichments partners covering topics of Veterans Affairs, Medicare, ACOG, Job Opportunities and Health & Wellness organizations.
Monthly Birthday Celebration & Raffle	Held on the last Friday of each month an opportunity to celebrate birthdays. Cupcakes, Ice Cream and special door prizes are provided by partners and the YMCA. A raffle is held in conjunction with this event. The raffle revenue goes to the City of Schertz
Movin' On Main	Held every Spring, the Senior Center Director is responsible for the Senior Zone. The Senior Zone consists of vendor booths, Group Exercise, Chair Volleyball and a transportation zone for all local Assisted Living Facilities to use as an access point for this City of Schertz event.
National Day of Prayer	Held the first Thursday in May, members participate in a spiritual walk to the Schertz Family YMCA where they have reserved seating for this local community event. Refreshments and an opportunity to talk to local leaders about the pillars within our community
Holiday Celebrations	Members and partners collaborate to celebrate specific holidays throughout the calendar year. Celebrations include but are not limited to: Fat Tuesday Parade, St. Patrick's Day, Easter Bonnet Parade, Mother's Day, Father's Day, Flag Day, Grandparents Day, Halloween Costume Contest, Thanksgiving and Christmas Holidays.
National Senior Health & Fitness Day	National event held the last Wednesday in May. This event recognizes seniors striving for healthier lifestyles. An expo is held with various local partners, door prizes, giveaways and a chance for seniors to show their fitness availability through competition and games throughout the day.
RACAP Drives	Collaboration with RACAP and the members of the Senior Center to participate in collection drives for Pack the Bus,

	Food Can Drives, Thanksgiving Meal Baskets and Holiday Family Gift Giving.
YMCA Senior Appreciation Week	An association wide event where special classes and events are held throughout the week in appreciation of Seniors. Giveaways, door prizes and special treats are provided daily throughout the operation hours of the Senior Center
Senior Road Trips	Road Trips are offered quarterly at various locations within a two hour radius of the Center. Road Trips consist of museums, farms, shopping , points of interest and lunch. Lunch is provided for those who qualify for financial assistance from the YMCA. Bus Transportation expenditures are paid by the YMCA. Admissions and driver gratuity are paid for with the Member trip fee that varies from \$5 to \$20 pending on location, activities planned and giveaways

C. Management Plan

A. COMMUNITY COOPERATION

The YMCA of Greater San Antonio will implement a process based upon the *Asset Based Community Development (ABCD)* framework, an evidence-based community capacity model. This framework brings together a variety of community stakeholders to build on the skills of local residents, the power of local associations, and the existing community strengths to build stronger, more sustainable programs. Such assets in the city of Schertz and surrounding areas include the community center, public library, school district, local businesses, and local retirees. In collaboration, the Y will utilize the resources of each of these assets in efforts to paint the Schertz Area Senior Center and local Y as a hub for local seniors. This intergenerational vision will unify all age groups allowing them to learn from each other and enjoy different perspectives and shared activities.

Currently the Schertz Family YMCA and management of the Schertz Area Senior Center has maintained and established over 50 partnerships and collaborations to provide programming and services to senior center members and the local senior community. These collaborations have been in the form of program and event sponsorships to lecture series and life enrichment services offered to the members of the Senior Center. For grants and additional funding the YMCA has received funding from the WellMed Charitable Foundation upon the completion of the Senior Center expansion by the City of Schertz to incorporate new furnishings for the reception and office areas, new piano for the Schertz Silver Serenaders Choir, new chairs and group exercise equipment for the multi-purpose rooms and main studio. In addition, funding was used to purchase computers and furnishings for the Library and resource room at the Senior Center

B. POLICY AND PROCEDURES

The YMCA of Greater San Antonio is committed to providing a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses, which may interfere with work performance. Harassment of any kind, including verbal, physical, and/or visual, will not be tolerated. The YMCA of Greater San Antonio expects a workplace free of all forms of harassment and will not tolerate any abusive conduct or treatment. Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the YMCA of Greater San Antonio, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability, veteran status, sexual orientation, or any other protected characteristic as established by law. Employees of the YMCA of Greater San Antonio have access to confidential, sensitive, and proprietary information relating to the organization, its members, employees and volunteers. Salary, medical history, criminal background inquiries, disciplinary matters and other personal information relating to employees/volunteers shall be treated as strictly confidential and maintained in a manner designed to ensure confidentiality in accordance with applicable laws. Employees of the YMCA of Greater San Antonio must conduct themselves in a manner consistent with our rules of conduct, especially as it relates to confidentiality.

C. CODE OF CONDUCT

It is the responsibility of every YMCA of Greater San Antonio employee to treat all employees, program participants, members, and vendors with respect and professionalism. Adhering to the standards of conduct is critical for the protection and safety of all employees of the organization. As such, all employees shall uphold the following standards of conduct:

- Honesty;
- Courteous treatment of all co-workers, program participants, and members
- Respect for all colleagues, regardless of age, race, color, religion, gender, veteran status, disability, sexual orientation, or other protected class;
- Proper handling of employee property and records;
- Maintain ethical and efficient work habits;
- Maintain confidentiality of sensitive information;
- Cooperation with co-workers, program participants, and members;
- Follow rules of professional and personal conduct including refraining from abuse, neglect, or harassment of any person; and
- Refrain from controlled substance or alcohol use at the workplace.

In addition, all full-time, part-time and contracted employees will be required to successfully pass a criminal background check (CBC), with demonstrated equivalency to the pre-employment CBC required of YMCA and City of Schertz employees.

D. PROGRAM GOALS

- a. Achieve national accreditation recognized by the National Council of Aging (NCOA) as well as obtain official membership for the National Institute for Senior Centers recognized by NCOA
- b. Experience improvement of overall health, wellness and wellbeing (mind, body and spirit) of members.
- c. Develop effective fundraising initiatives to aid in sustaining programming and development
- d. Develop new programs and opportunities for the baby boomer generation, making one in five U.S. residents retirement-age by 2030.
- e. Add at least three (3) nutrition classes to promote a healthy lifestyle among members
- f. Establish a monthly recognition program for volunteers that make a difference everyday at the Schertz Area Senior Center
- g. Effectively organize suitable and stimulating quarterly outings/field-trips (minimum of four (4) per year)
- h. Increase partnerships with local businesses and organizations to increase outreach to senior citizens

E. EVALUATION (SELF AND PARTICIPANT ASSESSMENT)

a. PARTICIPANT ASSESSMENTS:

The YMCA program director will work in partnership with the City of Schertz to establish a proper electronic survey assessment system that can be monitored closely by both parties. Surveys will cover topics such as but not limited to: participant satisfaction, physical and social engagement levels, programs and activities offered, connection to support services, staffing and volunteer opportunities, quality of life, health and lunch programs, etc.

b. MANAGEMENT ASSESSMENTS:

The YMCA Program director will work effectively to generate a goal driven performance plan for the senior center. The director will work closely with the Regional Vice President of the YMCA to establish assessments of job performance, monitored quarterly. Assessments will be presented to the area YMCA Regional Director for quality assurance and establishing areas in need of improvement.

F. REPORTING

Program staff will conduct an annual membership satisfaction survey with all center members that will be compiled for quality assurance and program evaluation. The evaluation report is to be presented to the appropriate City of Schertz representative to act as an annual program progress report. Additionally, a quarterly financial report generated by program staff will be

approved by the YMCA of Greater San Antonio's District Vice President and Accounting Department. Once approved, the financial report will be submitted to the appropriate City of Schertz representative. The center's program director will work in collaboration with the peer-elected members of the Advisory Board of the Schertz Area Senior Center to provide input and recommendations regarding the facility and the services offered. Meetings are held every other month with an annual report given once a year to the established parties. The Director will also provide monthly reports on attendance, programs, and events.

General Information

A. Facility, Furniture, Equipment, and Maintenance

The City of Schertz will provide the building and furnishings (to include tables, chairs, some minimal office furniture, kitchen appliances, business telephone system, in-ceiling speaker/audio system, etc.) The City of Schertz will provide capital repairs (to include foundation, structural, HVAC, major plumbing, major electrical), landscaping, irrigation, parking lot maintenance, and utilities. Janitorial services and minor repairs will be the responsibility of the entity awarded the contract.

B. Nutrition Program

The City of Schertz will provide the funding for the nutrition program. Currently free meals are provided to seniors for lunch Monday – Friday (excluding city holidays.) The meals are nutritionally balanced for seniors and include juice or milk. Any additional coffee or tea served in the center is considered part of janitorial supplies and is provided by the respondent. The cost of the nutrition program is partially reimbursed from federal funds, and the City of Schertz will continue to administer that grant program. The awarded entity will administer the data collection on site for the program and provide to the city (likely utilizing the CivicRec software.)

C. Membership Fees

Current membership fees to join the Schertz Area Senior Center are \$36 per person annually or \$62 per couple. The city regularly reviews the fee structure for the Senior Center membership and reserves the right to modify the membership fees to include resident fees, non-resident fees, etc. The city will provide a membership software system (CivicRec) for the applicant to administer the membership program. All membership fees will be retained by the City.

D. Facility Rentals

Church groups, civic groups, and youth sports associations have utilized the Senior Center for meetings and events in the past and it is the city's desire that those groups can continue to utilize the facility. Facility rentals are to be administered by the awarded entity and revenues from those rentals will remain with the awarded entity.

E. Senior Center Advisory Board

The Schertz Area Senior Center has an established advisory board that provides input and recommendations regarding senior center programs and policies to the Senior Center Director (of awarded entity) and the Director of Parks, Recreation, and Community Services Department regarding senior center programs and policies. The awarded entity will need to incorporate the administration of the board into the management plan.

F. Donations, Grants, and Sponsorships

The Schertz Area Senior Center receives donations from various entities for various purposes. Additionally the city is required to have a donation box specifically for the Nutrition Program as part of the federal reimbursement program. The City of Schertz will disburse all donations. The Senior Center Advisory Board also raises funds for various projects and events at the center and all funds raised by the board will be disbursed by the City of Schertz for designated use at the senior center. Any additional grants pursued by the awarded entity will be administered by the entity, as well as any sponsorships for activities such as bingo or dances.

G. Background Checks

Contractor staff working on-site at the Senior Center will be required to pass a standard background check. The Contractor will be required to submit proof of background check prior to commencing work.

OPERATING COSTS

The monthly base fee for the management and operation of the Schertz Area Senior Center is \$ 13,353 per month. The contractor shall be afforded an annual increase not to exceed three (3) percent of the contract price. Contractor shall submit revised annual base fee to City no later than May 1 of each contract year.

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Schertz accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Schertz shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement.
2. A waiver of subrogation in favor of The City of Schertz shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
3. All insurance policies shall be endorsed to the effect that The City of Schertz will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Schertz as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Schertz of any material change in the insurance coverage.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Schertz.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Schertz with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Schertz within ten (10) business days after contract award and prior to starting any work by the successful Contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Schertz, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Schertz. The certificate of insurance and endorsements shall be sent to:

**City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154**

**emailed to: purchasing@schertz.com
Faxed to: 210-619-1169**



CERTIFICATE OF LIABILITY INSURANCE

(A)

DATE (MM/DD/YYYY)
01/01/2000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AOP Insurance Agency
656 Main Street
Tampa, FL 33399-0000

(B)

INSURER	TYPE OF COVERAGE	CLASSIFICATION
INSURER A	Insurance Carrier	00000
INSURER B	Insurance Carrier	00000
INSURER C	Insurance Carrier	00000
INSURER D	Insurance Carrier	00000
INSURER E	Insurance Carrier	00000

(D)

(E)

INSURED
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

(C)

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X123450	01/01/1000	01/01/1000	EACH OCCURRENCE DAMAGE TO RENTED PREMISES & RESIDENCES \$ 100,000 MED EXP (Any one policy) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMBOP AOP \$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED <input type="checkbox"/> AUTO <input type="checkbox"/> TRUCKS/AUTOS <input checked="" type="checkbox"/> UMBRELLA/LLA <input checked="" type="checkbox"/> EXCESS LIA	123456700	01/01/1000	01/01/1000	COVERED AUTOMOBILE LIABILITY \$ 1,000,000 BODILY INJURY (Any one policy) \$ BODILY INJURY (Per accident) \$ MEDICAL EXPENSE (Any one policy) \$ \$ EACH OCCURRENCE AGGREGATE \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY DAMAGE INCLUDING OF FURNISHING OR SUPPLYING MATERIALS OR EQUIPMENT TO CONTRACTORS	01234	01/01/1000	01/01/1000	\$ 500,000 \$ 500,000 \$ 500,000 100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,900,000 aggregate
Builders Risk Professional Services	123450	01/01/1000	01/01/1000	

(F)

(A)

(B)

(C)

(D)

(E)

(G)

(H)

(I)

(J)

(K)

(L)

(M)

(N)

(O)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1811, Tax. Ins. Code (SB 426 enacted by Texas Legislature 02/09 session in 2011).

(P)

CERTIFICATE HOLDER

(Q)

City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION

(R)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
AUTHORIZED SIGNATURE REQUIRED HERE

(S)

(Instructions for completing and submitting a certificate to the City of Schertz)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) ******(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
 - (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Schertz's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit "C"

EVIDENCE OF INSURANCE

RESOLUTION NO. 20-R-109

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE YMCA OF GREATER SAN ANTONIO TO OPERATE THE SCHERTZ AREA SENIOR CENTER, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has completed a Request for Proposals (RFP) process for management and operations of the Schertz Area Senior Center; and

WHEREAS, City staff has determined that the YMCA of Greater San Antonio is a qualified vendor and has submitted a qualified proposal;

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement with the YMCA of Greater San Antonio to operate the Schertz Area Senior Center.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to enter into an agreement with the YMCA of Greater San Antonio to operate the Schertz Area Senior Center.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 10th day of November, 2020.

CITY OF SCHERTZ, TEXAS



Ralph Gutierrez, Mayor

ATTEST:



Brenda Dennis, City Secretary