



**City of El Centro
Community Services Department
Parks & Recreation Division**

Proposal to Establish a Self-Sustaining Contract Program Activity

Activity: _____ Session Period: _____

Name: _____
First Middle Last

Address: _____

Home Phone: _____ Work: _____ Cell: _____

Email: _____ SS #: _____

1.) Title of Class: _____

2.) Services to be performed: _____

3.) General description/ purpose of service/program/activity: _____

4.) Prerequisites of participants (if any): _____

5.) Participant Registration Fees:

Seniors (55+)	\$	Teens (13-17)	\$
Adults (18+)	\$	Children (12 & under)	\$

6.) Activity Duration Details: _____

a. Number of weeks _____

b. Number of weekly meetings: _____

c. Number of hours per meeting: _____

d. Participants: minimum _____ maximum _____

e. This program/activity can be offered:
 Fall _____ Winter _____ Spring _____ Summer _____ All Year _____

7.) Location:
 1st Choice _____ 2nd Choice _____ 3rd Choice _____

8.) Basic qualifications/ background of contractor (list training, experience, credentials, etc.):

9.) List all materials / supplies furnished by the contractor:

10.) List all materials / supplies furnished by participant:

11.) Describe any certificates, certifications or achievements that participants may obtain at the conclusion of this program:

12.) List any special instructions and / or other information pertinent to this program (Is storage space needed at the facility, type of clothing required.):

13.) List any facility requirements (mats, chairs, tables, blackboards) be specific:

14.) Have you ever been convicted of a felony? Yes ___ No ___ If yes, provide dates, location(s) and penalties. Conviction is not necessary a bar to a contractual agreement. Each case will be given individual consideration. Failure to list all convictions other than those excluded above may result in termination of contract.

15.) If necessary, please attached any additional information that further describe the program/activity or contractor.

It is my understanding that should the City of El Centro Community Services Department accept this proposal, a contract for services will be prepared for my signature. It is further understood that the program/activity details may be changed by mutual agreement of both parties. I further agree to abide by all administrative policies of the City of El Centro. The information that I have provided may be verified. I understand that a personal reference check or a criminal background check may be accomplished if that action is deemed necessary. In the course of volunteering for the City of El Centro, I may be dealing with confidential information and I agree to keep the said information in the strictest confidence. I AFFRIRM THAT I HAVE READ THE ABOVE STATEMENTS AND THE INFORMATION I HAVE GIVEN IS TRUE AND COMPLETE.

Signature: _____ Date: _____



**CITY OF EL CENTRO
PARKS & RECREATION DEPARTMENT
PROPOSAL TO ESTABLISH A SELF-SUSTAINING CONTRACT PROGRAM ACTIVITY**

ACTIVITY: <input type="checkbox"/> The Arts <input type="checkbox"/> Sports <input type="checkbox"/> Exercise & Wellness <input type="checkbox"/> Special Interest <input type="checkbox"/> Dance <input type="checkbox"/> Other _____					MAILING ADDRESS (Street, City, State, Zip)	
INSTRUCTOR NAME:					SOCIAL SECURITY #:	
BUSINESS NAME:					PROFESSIONAL AFFILIATIONS/ SERVICE CLUBS:	
WORK PHONE: ()	CELL PHONE: ()	HOME PHONE: ()	EMAIL ADDRESS:			
Which number can be released to the general public? ()			City Business License#	WEBSITE ADDRESS:		
1) CLASS TITLE:						
2) SERVICES TO BE PERFORMED:						
3) GENERAL DESCRIPTION/PURPOSE OF SERVICE/PROGRAM/ACTIVITY:						
5) PARTICIPANT REGISTRATION FEES:					6) Number of Participants: Minimum # _____ Maximum # _____	
Seniors (55+) \$ _____	Adults (18+) \$ _____	Teens (13-17) \$ _____	School Age (6-12) \$ _____	Preschool (2-5) \$ _____		
7) ACTIVITY DURATION DETAIL:				8) LOCATION:		
a. Number of weeks: _____ b. Number of weekly meetings: _____ c. Number of hours per meeting: _____ Days preferred: 1 st choice: <input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wends <input type="checkbox"/> Thru <input type="checkbox"/> Fri <input type="checkbox"/> Sat 2 st choice: <input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wends <input type="checkbox"/> Thru <input type="checkbox"/> Fri <input type="checkbox"/> Sat				1 ST Choice: _____ 2 ST Choice: _____ 3 ST Choice: _____		
				9) WHAT PERCENTAGE OF ACTIVITY WILL BE HELD: Indoors: _____% Outdoors: _____%		
10) PROGRAM/ACTIVITY AVAILABILITY: <input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer <input type="checkbox"/> All Year						
11) Basic qualifications/background of contractor as it relates to this class/activity (list training, experience, credentials, etc.)						

12) List all materials/supplies furnished by the contractor.

13) List all materials/supplies to be furnished by participant.

14) Will any portion of the class be sponsored by a grant or a service club/organization? YES NO
If yes, please identify the organization and terms/conditions of the grant/sponsorship.

15) Describe any certificates, certifications or achievements that participants may obtain at the conclusion of this program.

16) List any special instructions and/or other information pertinent to this program (is storage space needed at the facilities, type of clothing required).

17) List any facility requirements (mats, chairs, tables, blackboards) be specific:

18) Have you ever been convicted of a felony? YES NO. If yes, provide dates, location(s) and penalties.
(Conviction is not necessarily a bar to a contractual agreement. Each case will be given individual consideration.)
Failure to list all convictions may result in termination of contract.

19) If necessary, please attach any additional information that further describes the program/activity or contractor.
(Please attach a class outline, if applicable.)

It is my understanding that should the City of El Centro Parks & Recreation Department accept this proposal, a contract for services will be prepared for my signature. It is further understood that the program/activity details may be changed by mutual agreement of both parties. I further agree to abide by all administrative policies of the City of El Centro. The information that I have provided may be verified. I understand that a personal reference check or a criminal background check may be accomplished if that action is deemed necessary. In the course of volunteering for the City of El Centro. I may be dealing with confidential information and I agree to keep the said information in the strictest confidence. I AFFIRM THAT I HAVE READ THE ABOVE STATEMENTS AND THE INFORMATION HAVE GIVEN IS TRUE AND COMPLETE.

Signature: _____ Date: _____

• OFFICE USE ONLY •							
<i>Date Proposal Received</i>	<i>Returning Contactor</i>	<i>DOJ Clearance</i>	<i>Live Scan On File</i>	<i>Insurance On File</i>	<i>Current TB Test</i>	<i>Business License</i>	<i>Information Verified by:</i>

Notes:

PROGRAM INSTRUCTOR CONTRACT

THIS PROGRAM INSTRUCTOR CONTRACT (“this Agreement”), dated as of _____, is by and between the City of El Centro, California (“the City”) and _____, (“the Contractor”), (individually, “Party;” collectively, “Parties”).

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City’s Parks and Recreation Department with instructional services for a self-sustaining program activity (“Service” or “Services”); and

WHEREAS, the Contractor has the requisite skill, training, qualifications, and experience to render the Services called for under this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCHEDULE OF PERFORMANCE. The Services of the Contractor are to be completed according to the schedule set out in Exhibit “A,” entitled “Proposal to Establish a Self-Sustaining Contract Program Activity” (“Activity” or “Activities”), which is attached hereto and incorporated herein. The Contractor will diligently proceed with the Activity and will provide such services to in a timely manner in accordance with the Exhibit “A.”

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be from _____, to _____, inclusive, unless extended or terminated as provided herein for the Services specified in Exhibit “A.” Sessions will be scheduled at such times and places as mutually agreeable to the Parties. Sessions shall vary in length depending upon the class, with each new session beginning on an as-needed basis.

SECTION 3. COMPENSATION. City shall pay the Contractor on a percentage basis. Contractor shall receive sixty five (65%) of revenues generated through class registration for the Activity. Registration and payments shall be taken through the City. The Contractor shall be paid within thirty (30) days of satisfactory completion of all required paperwork and adequate proof that the City received all funds from the Activity. Requests by the Contractor for payment must be turned in at the conclusion of each session.

If the City disagrees with any aspect of the invoice, including the amount, percent complete or supporting documentation, the City will notify the Contractor in writing within ten (10) days of receipt of invoice. If invoice is not contested, invoice shall be paid within thirty (30) days of date of invoice.

The City may advertise the Activity through its normal publicity procedures and process program registration. The Contractor may also publicize at his/her own expense or effort with consent from the Parks and Recreation Director or his/her designee (“the Director”).

In the event the Activity is cancelled by the City, any fees paid by the participant(s) shall be refunded on a pro-rated basis to the participant(s) in accordance with the City’s established accounting procedures. No final payment(s) shall be made to the Contractor until all fees owed to the City are collected by the City.

SECTION 4. INDEPENDENT CONTRACTOR. It is understood and agreed that the Contractor, in the performance of the Services agreed to be performed by the Contractor, shall act as and be an independent contractor and not an agent or employee of the City, and as an independent contractor, shall obtain no rights to retirement benefits or other benefits which accrue to the City's employees, and the Contractor hereby expressly waives any claim he/she may have to any such rights. Except if expressly stated, no third party is a beneficiary of this Agreement. The Contractor shall be responsible for payment of all Federal, State and local taxes associated with the compensation received pursuant to this Agreement. The Contractor shall be responsible for program development and operation. The Contractor shall maintain his/her own insurance and handle all of his/her internal accounting.

SECTION 5. NON-ASSIGNMENT. The Contractor shall not assign the obligations under this Agreement without the City's prior written approval. Any assignment in violation of this section shall constitute a default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee. Any attempt by the Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 6. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City, its councils, boards and commissions, officers, agents, servants and employees from and against any and all claims and losses, costs or expenses which arise out of the Contractor's negligent performance of the Services or willful misconduct under this Agreement provided that such liability, loss, cost or expense is caused by the act or omission of the Contractor or any of its officers, employees, servants, boards and commissions, officers, agents or employees against any action or claim brought by any person. The Contractor's obligation to indemnify the City, shall include reasonable attorneys' fees and costs if the Contractor is found to have been liable in performance of Services under this Agreement.

SECTION 7. INSURANCE. The Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "B," attached hereto and incorporated herein by this reference.

SECTION 8. NON-DISCRIMINATION. Contractor shall not discriminate, in any way, against any person on the basis of age, gender, sexual orientation, marital status, race, color, creed, religion, national origin or disability in connection with or related to the performance of this Agreement. The Parties agree to be bound by applicable State and Federal rules governing equal employment opportunity and non-discrimination.

SECTION 9. TERMINATION. If, in the judgment of the City, the Contractor does not perform in accordance with the conditions of this Agreement, or if the Contractor is in default of any provisions of this Agreement, the City shall give the Contractor written notice specifying the nature of the non-performance or default. If the Contractor fails to diligently pursue a remedy to correct the default within a time period satisfactory to the City, the City may terminate this Agreement.

SECTION 10. CONDUCT

- a) The Contractor's Relationship with Participant(s). The Contractor shall avoid having contact with a single participant unobservable by the City's staff, parents or participants at any time. Parents should be invited and encouraged to visit program sites at any time on a drop-in basis and do not need to ask permission to do so.
- b) Safety of Participant(s). The Contractor's primary responsibility is to ensure the safety of the participants involved with the Activity. If any aspect of the area appears unsafe, it is the Contractor's responsibility to notify the City's staff and to take actions that will ensure participant safety.
- c) Releasing of Minors. At the end of the Activity time, the Contractor must not release children to anyone other than the parent or legal guardian, or to an individual authorized by the parent or legal guardian. The Contractor shall never release a child to someone who is unknown to the child or to whom the child expresses fear or uncertainty. The Contractor must stay until all participants have left the facility. The Contractor shall immediately notify the City's staff and contact the parent or legal guardian if a child is not picked up. If the Contractor cannot reach a parent or legal guardian and more than fifteen (15) minutes go by, the Contractor shall contact the El Centro Police Department at (760) 352-2111. The Contractor shall stay with the child and a member of the City's staff until an officer or the parent or legal guardian arrives.
- d) Representing the City through Professional Conduct. It is imperative that the Contractor be helpful and courteous at all times. The City does not condone inappropriate or offensive behavior by or towards the Contractor, participants and the City's staff. If the Contractor, participant or guest engages in an inappropriate or unsafe manner, he/she will be asked to leave the premises. Possession or use of drugs or alcohol while conducting or participating in an Activity is strictly prohibited.
- e) Personal Business. The Contractor is not allowed to solicit personal services or items to participants, guests or the City's staff. The Contractor may not receive or make personal phone calls, nor have their own children with them, while performing the Services contemplated by this Agreement.
- f) Substitute Instructors. The Contractor may not use substitute instructors unless they have been pre-approved by the City. Substitute instructors will not be pre-approved by the City unless they are in compliance with sections 11 a) and b), *infra*.

SECTION 11. MISCELLANEOUS PROVISIONS

- a) Tuberculosis Test. California regulations require any person employed in connection with a park, playground or recreational center to produce a valid tuberculosis ("TB") test certificate prior to employment. The TB test will be at

the Contractor's expense. The TB certificate must reflect an examination within the prior two (2) years.

- b) Fingerprinting. California regulations require that all contractors employed in connection with a park, playground or recreation center must participate in a Department of Justice Background Check via Live Scan. The Contractor shall complete a Live Scan Form and schedule an appointment with the City's staff to complete the background screening process prior to providing the Services. The Live Scan screening process shall be at the City's expense.
- c) Business License Tax and Fees Application. The Contractor is required to complete the City's business license application process. Application fees are pro-rated and non-refundable. Applications are available at the Finance Department at the City's City Hall, located at 1275 West Main Street in El Centro, California.
- d) Activity Cancellations. The Contractor is responsible for contacting the Director immediately if the Contractor has reason to cancel the Activity. The Director will then contact any participants regarding cancellations, reschedules and refunds. Activities that do not meet the minimum student enrollment may be cancelled. If any portion of the Activity is cancelled, then the City will have the option of allowing the Contractor to reschedule a make-up Activity at the end of the Session schedule or issuing refunds to participants.
- e) Scheduled Changes. The Contractor shall provide the Director with a forty-eight (48) hour request regarding any planned changes in the scheduled Activity. If the Activity does not take place because the Contractor is ill, there is a holiday or other extenuating circumstances, it is to be rescheduled by the Contractor and approved by the Director prior to student notification. It shall be the Contractor's responsibility to contact the Director at least two (2) hours prior to the scheduled Activity about any unforeseen illness or injury that would prohibit them from conducting the Activity.
- f) Activity Rosters. A list of all participants should be obtained from the City's staff prior to the start of each course. Rosters will be given to the Contractor five (5) to ten (10) business days prior to the start of the Activity. Information contained in class rosters that identifies or relates to minors should be safeguarded as confidential. Such information is not to be distributed without prior approval from the City and is for the use of the Contractor only as it relates to the Services.
- g) City Equipment. The Contractor is responsible for the care of all City-owned equipment, supplies and property. The City equipment checked out must be returned or payment for replacement will be due.
- h) Personal Property. Storage of personal property may be done with permission from the Director, at the Contractor's risk, and the Contractor's sole responsibility to replace it should it be stolen or damaged.

i) Right to Refuse Service. The Contractor shall notify Director if a participant is refused Services. The Contractor may refuse Service to participants under the following conditions:

1. Participants who are unreasonably rowdy or causing trouble;
2. Participants whose presence detracts from the safety, welfare, and well-being of other participants or the Contractor;
3. Participants that may overfill capacity of the class maximum; or
4. Participants that the Contractor believes to be intoxicated or under a controlled substance.

j) Incident Reports. The Contractor shall inform the Director immediately of accidents or emergency situations that occur or arise during the Activity. Contractor shall complete an incident report to City staff within twenty-four (24) hours of the incident.

SECTION 12. COMPLIANCE WITH LAWS. The Contractor shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local governments.

SECTION 13. GOVERNING LAW. The City and the Contractor agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the Superior Court of the County of Imperial.

SECTION 14. PRIOR AGREEMENTS AND AMENDMENTS. This Agreement represents the entire understanding of the Parties as to those matters contained herein. No simultaneous or prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment, signed by both parties.

SECTION 15. WAIVER. The Contractor agrees that waiver by the City or any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.

SECTION 16. CONFLICT OF INTEREST.

- a) The Contractor shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. The Contractor shall file a disclosure statement, if required by the City, which shall be filed within thirty (30) days from the effective date of this Agreement.
- b) No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and the Contractor agrees not allow, permit, grant, transfer or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 17. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addressed, or to such other address as may be designated by written notice by the Parties:

CITY
City Manager
The City Of El Centro
1275 Main Street
El Centro, CA 92243-4540
(760) 337-4545

CONTRACTOR,

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY OF EL CENTRO

CONTRACTOR

By _____
City Manager

By _____

EXHIBIT "B"

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

Prior to the beginning of and throughout the duration of the Services, the Contractor will maintain insurance in conformance with the requirements set forth below. The Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

I TYPES OF INSURANCE

The Contractor shall provide the following types and amount of insurance:

A. Commercial General Liability.

Commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

B. Automobile Liability.

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage. If the Contractor or the Contractor's employees will use personal automobiles in any way on the work, Contractor shall provide evidence of personal auto liability coverage for each such person. (Note – required only if an automobile is used in performance of work.)

C. Workers' Compensation.

Workers Compensation on a State-approved policy form providing statutory benefits as required by law with employer's liability limits no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. (Note – not required if the Contractor provides written verification it has no employees.)

D. Unemployment and Disability Insurance.

Unemployment and disability insurance shall be provided and maintained in the manner and in

the amounts required by the California Unemployment Insurance Code.

II INSURER QUALIFICATIONS

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size VII.

III GENERAL CONDITIONS

General conditions pertaining to provision of insurance coverage by the Contractor. The Contractor and the City agree to the following with respect to insurance provided by the Contractor:

1. The Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992, or equivalent provisions as determined by the Office of the City Attorney for City in its sole discretion. The Contractor also agrees to require all the subcontractors, employees and anyone else involved in any way with the work contemplated by this Agreement to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit the Contractor or the Contractor's employees or agents from waiving the right of subrogation prior to a loss. The Contractor agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all the subcontractors to do likewise. The Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has receive a waiver of subrogation endorsement from the insurer.
3. All insurance coverage and limits provided by the Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsements of any kind that has not been first submitted to the City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any of the subcontractors.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. The Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to the Contractor's general liability policy, shall be delivered to the City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interest under this or any other agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by the Contractor or deducted from sums due the Contractor, at the City's option.
8. Endorsements and certificate(s) are to reflect that the insurer will provide thirty (30) days notice to the City of any cancellation of coverage. The Contractor agrees to require its insurer to modify such endorsements or certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the Parties to this Agreement that all insurance coverage required to be provided by the Contractor or any of the subcontractors, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
10. The Contractor agrees to ensure that the subcontractors, and any other party involved with the work who is brought onto or involved in the work by the Contractor, provide the same minimum insurance coverage required of the Contractor. The Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. The Contractor agrees that upon request, all agreements with the subcontractors and others engaged in the work will be submitted to the City for review.
11. The Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any of the subcontractors, other entity or person in any way involved in the performance of work contemplated by this agreement to self-insure its obligations to the City. If the Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage or other solutions. The

City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any Party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. The Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform the Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
15. The Contractor will renew the required coverage annually as long as the City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. The Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from the Contractor's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five (5) days of the expiration of the coverages.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of the Contractor under this Agreement. The Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only at it pertains to a given issue, and is not intended by any Party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the Parties hereto be interpreted as such.

20. The requirements in this Exhibit C supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit C.
21. The Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the work reserves the right to charge the City or the Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. The Contractor agrees to provide immediate notice to the City of any claim or loss against the Contractor arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

IV OTHER PROVISIONS

A. Claims Made Policies.

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be showed and must be before the date of this Agreement or the beginning of the work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the contract.

B. Homeowner’s Insurance.

In some cases, the Contractor’s homeowner’s liability insurance may provide coverage sufficient to meet these requirements. The Contractor should provide these requirements to his or her agent to confirm and provide verification to the City.

C. Special Events Coverage for Contractors.

Special events coverage is available for an additional fee to provide the liability insurance required by this Agreement. The Contactor can obtain additional information and cost from the City.

D. Special or Low Risk Activities.

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The City reserves the right to modify or waive insurance requirements for certain low risk recreational activities.



Self-Sustaining Contract Check-off List

Live Scan (Finger Print)

Insurance

TB Test

Business License

Once all paperwork is submitted you will be notified of next step.