

LEASE AGREEMENT FOR FRONTERA

State of Texas §

Know All By These Presents:

County of Nueces §

This short term Lease Agreement (“**Lease Agreement**”) between the City of Corpus Christi, a Texas home-rule municipal corporation (“**City**”), acting through its duly designated **City Manager**, and the Corpus Christi Convention and Visitors Bureau (“**CCCVB**”), a Texas nonprofit corporation, acting through its duly designated agent, is in consideration of the covenants contained herein.

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings.
 - A. **City** means the City of Corpus Christi, a Texas home-rule municipality.
 - B. **City Attorney** means the City of Corpus Christi’s City Attorney or designee.
 - C. **City Council** – means the City Council of the City of Corpus Christi, Texas.
 - D. **City Manager** means the City of Corpus Christi’s City Manager, or the City Manager’s designee.
 - E. **City Secretary** – means the City of Corpus Christi’s City Secretary, or designee.
 - F. **CCCVB** – means the Corpus Christi Convention and Visitors Bureau, a Texas non-profit corporation.
 - G. **CCCVB’s Agent** means a duly authorized representative of the **CCCVB**.
 - H. **Corpus Christi - Nueces County Health District** – means a joint entity between the City of Corpus Christi and Nueces County which provides health services to residents of both political subdivisions.
 - I. **Event** means the Frontera events and related activities sponsored by the **CCCVB**, as described in **Exhibit A**. The **Event** dates are described in **Exhibit B**.
 - J. **Fire Chief** – means the Chief of the City of Corpus Christi’s Fire Department, or designee.
 - K. **Lease Agreement** – means this document, as approved by the City Council and executed by the City Manager.
 - L. **Parks Director** means the Director of the City of Corpus Christi’s Parks & Recreation Department, or designee.
 - M. **Police Chief** means the Chief of the City of Corpus Christi’s Police Department, or designee.

- N. **Premises** means La Retama Park, the boundaries of which are between Schatzell Street and Peoples Street, Mesquite Street and Lower Broadway Street as depicted on Exhibit C.
- O. **Risk Manager** means the Director of the City of Corpus Christi's Risk Management Division, or designee.
- P. **Solid Waste Director** – means the Director of the City of Corpus Christi's Solid Waste Operations Department.
- Q. **Street Director** – means the Director of the City of Corpus Christi's Street Operations.
2. **TERM.** This **Lease Agreement** takes effect upon execution by the **City Manager**. The **CCCVB** will be entitled to exclusive use of the **Premises** described below, for the periods identified on **Exhibit B**. The **City Manager** may authorize amendment to **Exhibit B**.
3. **PREMISES AND PERMITTED USES.** City grants to the **CCCVB** the privilege of using the La Retama Park to conduct its **Event**. **CCCVB** agrees to contact surrounding property owners within a two block radius to coordinate any traffic plans around the **Event** location and to address exclusive use of La Retama Park.
4. **PREMISES REVISIONS.** Construction along the downtown area or other unforeseen circumstances may impact and change the **Premises (Exhibit C)** and other parts of this lease. If **Exhibit C** is revised, new **Exhibit C** will be executed by the **City Manager** and **CCCVB Agent** and filed with the **City Secretary** and **Parks Director**, superseding the existing **Exhibit C**. New **Exhibit C** becomes effective upon date of last signature.
5. **FINAL EVENT LAYOUT DIAGRAM.** The **CCCVB's Agent** must provide the **Parks Director** a diagram explaining the final **Event** layout for all related activities at least two weeks prior to the **Event**. Layout of the **Event** is subject to the approval of the **Parks Director**.
6. **PLANNING MEETINGS.** Two months prior to this year's **Event** the **Parks Director**, **Director of Street Operations** and **Police Chief** will meet with **CCCVB** representatives to agree on **City Services** to be provided and discuss the costs of the **City Services** for the **Event**. In addition, the **Premises** will be reviewed with regard to the areas of set-up, parking, traffic control, barricades, traffic signs, security, fire lanes, and fencing to determine whether **Exhibit C** needs to be revised by the **Parks Director** and **CCCVB**. If revised, new **Exhibit C** will follow process in **§4 PREMISES REVISIONS**. **CCCVB's Agent** may request additional meetings.
7. **ADMISSION FEE.** **CCCVB** may charge an admission fee. **Special Events** connected with **CCCVB** may charge another fee to help defray the cost of entertainment.
8. **CCCVB'S FINANCIAL OBLIGATIONS.**

A. **Permit Fees.** CCCVB must pay City all applicable City permit fees as established by City ordinance, including but not limited to the following: one-time Parks and Recreation Large Special Event Permit fee of \$400, Health Permit/Vendor Fees, Development Services Permit Fees.

B. **Costs of City Services.** The parties are not anticipating that City services will be provided for the Event. However, should any City services be utilized for the Event, then the Parks Director will invoice the CCCVB for costs of all City services, including but not limited to, services provided for the Event by City Utilities Department, City Solid Waste Operations Department, City Parks and Recreation Department, and City Police Department, and City Fire Department within thirty (30) calendar days after the Event. The invoice will provide an itemized breakdown of the City charges for services rendered. Upon receipt of written request of the CCCVB's Agent, the Parks Director will furnish reasonable supporting documentation of the charges within ten (10) calendar days.

C. CCCVB's failure to pay the undisputed charges on City's invoice within 30 days after submittal to CCCVB shall result in a late payment fee being assessed against CCCVB. The late payment fee shall be calculated to be 5% of the amount due, as shown on City's invoice, less any disputed amounts, and said fee will be added to the net amount payable to the City.

D. **Weather Considerations** If there is a hurricane or other weather activity, or event outside the control of the parties that eliminates the Event or that reduces attendance at the Event by more than 50% from the CCCVB anticipated attendance levels, the City Manager is delegated the authority to adjust the billing of City's Costs.

E. **Deposit.** The CCCVB must pay a deposit of \$2,000 at least one month in advance of the Event, made payable to the City. The deposit will be used to reimburse City for any costs incurred for trash pickup, removal of any structures, or repairs and damages to City property. If no costs are incurred and all invoices for City costs are paid, the deposit will be returned to the CCCVB within 30 days after the Event.

F. **Reimbursement for Damages to City Property.** During the course of the Event, damages may occur to City Property. This includes, but is not limited to, damages to the turf, landscaping, utility infrastructure, water and/irrigation lines and related equipment caused by acts or omissions of the CCCVB, its employees, volunteers, invitees, vendors, contractors, or subcontractors. City will give the CCCVB an opportunity to rectify these damages, prior to utilizing the Deposit and finally invoicing the CCCVB for any additional cost of repair.

1. **Repairs to Premises.** Parks Director will provide the CCCVB's Agent a Punchlist of damages to the City Property authorized for the Event, as defined in §3 PREMISES AND PERMITTED USES, within seven (7) days after the CCCVB has vacated the property, following the conclusion of the Event. CCCVB will have the opportunity to restore all items on the Punchlist to original condition within ten (10) days after receipt of the Punchlist. For any

turf or sod damage, the CCCVB must fill and compact all holes. If fill material is needed, it must be approved by Parks Director. If the CCCVB fails to restore any items on the Punchlist, Parks Director may first utilize the Deposit to do so; then invoice the CCCVB for any additional costs. Damages to City property will be billed at the City's cost of repair.

2. Repairs to other City Property. Within 30 days after the conclusion of the Event, the City will provide the CCCVB's Agent an itemized invoice for cost of repairs and damages, if any, on any other City property for the Event. If Deposit is not utilized for repairs to the Premises, any balance will be applied to the itemized invoice amount for the Event. CCCVB will pay City's invoice for damages, within 30 days after City tenders the invoice to CCCVB's Agent, less any amount(s) the CCCVB has disputed.

9. **GENERAL PERMITS.** CCCVB shall obtain necessary permits from City Departments, as outlined below.
- A. Special Event Permit. CCCVB will obtain a Special Event Permits from the Parks & Recreation Department for use of Park property and to authorize water services on Park property, as specified in the City Code of Ordinances. As part of the Special Event permit, a street closure process will govern any necessary street closures. CCCVB must provide the Street Director and Parks Director its site plan for the Event, application for the requested street closure, and proof of all affected property owners' approval of the proposed temporary street closure, in accordance with City Code of Ordinances. All temporary street closures on a temporary basis are subject to the requirements of City Code of Ordinances.
- B. Temporary Promotional Event Permit CCCVB will obtain a Temporary Promotional Event Permit from Development Services in order to install electrical service for the Event. Further, a Certificate of Occupancy, which involves inspections, must be completed by the proper inspector, to have all temporary services, such as, food, electrical, plumbing, tents, and structures, inspected. It is the responsibility of the CCCVB to call each inspector for an appointment to inspect and get approval for each temporary service before the Event begins. CCCVB may obtain an Electrical Permit and Tent Permit in lieu of the Temporary Promotional Event Permit to satisfy this requirement.
- C. Vendor Permit. CCCVB must ensure all mobile food units and temporary food service establishments comply with all requirements of the **Corpus Christi-Nueces County Health District** for the sale of foods and the protection of the public welfare. CCCVB shall be responsible for payment of all City Health Permit / Vendor and related fees. (For example, the Temporary Food Service Establishment Permit Fees established in City Code of Ordinances § 19-33.)
- D. Alcohol Vendors. CCCVB must require all vendors to obtain and comply with appropriate permits, including permits from the **Alcoholic Beverage CCCVB** for the sale of alcohol, from the **City** for consumption and sale of alcoholic beverages on park land, and must comply with all requirements of the **Corpus Christi - Nueces County Health District** for the sale of foods and the protection of the public welfare. CCCVB shall be responsible for payment of all City Health Permit / Vendor and related fees. (For example, the Temporary Food Service Establishment

Permit Fees established in City Code of Ordinances § 19-33.) Any vendor that sells alcoholic beverages must furnish proof of *Liquor Liability Insurance* in the same amounts set out in **§16 INSURANCE**. Said Certificate of Insurance must be furnished to the **Risk Manager** at least two weeks prior to the starting date of the **Event**, annually.

- E. **Fireworks Permit.** If Fireworks are being hosted, **CCCVB** must obtain Fireworks Permit from the Fire Department. Any requested use of City property for fireworks launch must be approved separately by written agreement of the City Manager, with concurrence from the third party operator of the City facility, the City director overseeing the City property, and also compliance with additional insurance requirements imposed by the City Risk Manager.
- F. **Water Events.** For any water events, **CCCVB** must obtain necessary permits from the United States Coast Guard.
- G. **Additional Permits.** **CCCVB's Agent** shall notify the **Parks Director** of any special conditions imposed by any permitting agency.
- H. **Music and Movie Licenses.** **CCCVB** is solely responsible for obtaining licenses and permission from copyright owner(s) prior to the performance of music and display of movies at the **Event**.

10. ADDITIONAL PREMISES REQUIREMENTS

- A. **Barricades, Traffic Signs.** The **CCCVB** must comply with traffic control plan approved by City Traffic Engineer. Street access to **Premises** may not be blocked or partially blocked without detour signage and alternate street access. **CCCVB** shall contract with a third party company to implement traffic control plan provided by the City Traffic Engineering Department. Event setup will not begin without the protection of traffic control devices.
- B. **Parking.** The **CCCVB** will provide parking and signage for people with disabilities in close proximity to the entrances of the **Event** and its related activities
- C. **Signage and Advertising.** **CCCVB's Agent** may request inflatable advertising only for **Events** that receive national television exposure which must be pre-approved by the **Parks Director** prior to being installed. On all advertising for the **Event**, Lessee shall recognize **City's** contributions to the **Event**.
- D. **Rest Rooms, Drinking Water and First Aid.** The **CCCVB** must provide adequate portable rest rooms, including restrooms for people with special needs, and drinking water for the public as determined by the **Parks Director**. A First Aid station must also be provided at each site throughout the duration of the **Event** and its related activities.
- E. **Fence.** **CCCVB** may provide temporary fence around Event areas, with gates for access, upon prior approval of the **Parks Director**. The fence will help improve security, crowd control, litter control, and keep bicycles, skateboards, animals, and personal coolers out of the **Event** area. **Exhibit C** may be revised to enlarge or decrease the fenced area in accordance with the **CCCVB's** needs upon **Parks Director's** concurrence, as outlined in **§ 4, PREMISES REVISIONS**.

- F. Storm Water System Protection.** CCCVB must install screens, approved by City's Executive Director of Public Utilities, across all storm water inlets along Shoreline and within any closed streets within the **Premises**. Drainage must not be blocked. CCCVB must remove the screens within the non-exclusive use period after the close of the **Event**. However, CCCVB must remove screens (along with any trash that has accumulated over the screens) immediately if heavy rain is imminent, or upon the direction of the City's Executive Director of Public Utilities.
- G. Construction.** The construction work for displays and stages must be conducted in accordance with City Building Codes and restrictions. Construction that causes damages will only be allowed if CCCVB provides the **Parks Director** prior written assurances that CCCVB will remedy said damages in accordance with **§8 CCCVB'S FINANCIAL OBLIGATIONS** above and **Parks Director** approves the construction in writing.
- H. Temporary Buildings.** CCCVB must receive prior written approval from the **Parks Director** to place any Temporary Buildings on the grounds of the **Premises**. Otherwise, all temporary buildings moved onto **Premises** for the **Event** must be placed and remain on trailers to promote expeditious removal. All these buildings must be removed within the non-exclusive use time period.
- I. Pavement, Curbs, Sidewalks, Seawall.** Any work which involves holes or other changes in any of the **Premises** including but not limited to, the pavement, curbs, sidewalks, or seawall, requires the prior written approval by **City Director of Capital Programs**, provided however, that no approval will be given if the work will require subsequent repairs by the **City**.
- J. Permissible Vendor Location Markings.** No paint or semipermanent markings will be permitted which in any way obliterate or deface any pavement markings or signs heretofore existing for the guidance of motor vehicles or pedestrians. Chalk markings may be used to premark locations on the sidewalk or street. (Painted markings of any type will only be permitted in grassy areas).
- 11. CLEAN UP.** CCCVB is responsible for trash pickup at the **Event**. CCCVB must require all food and beverage vendors to clean a designated zone adjacent to their respective booths at regularly scheduled intervals. CCCVB may designate the zone, but it will not be less than 10 feet by 20 feet in the immediate area around each food and beverage booth. The clean up will be hourly and immediately after closing the **Event** each day. All trash cleaned up must be properly deposited in a trash bag provided by the CCCVB and taken to a location designated by the CCCVB. CCCVB may hire and work its own clean up crew during and after the **Event**. If the **Parks Director** determines that additional clean up is necessary, **Parks Director** will give CCCVB's Agent 2 hours notice to increase services; and if it is still unsatisfactory, **Parks Director** may authorize use of **City** workers for reimbursement by CCCVB shall be pay.
- 12. RIGHT OF CCCVB TO USE PUBLIC STREETS.** CCCVB acknowledges that the control and use of Public Streets is declared to be inalienable by the **City** and except for the use privilege granted herein, this **Lease Agreement** does not confer any right, title, or interest in the public property described herein. The privilege to use the **City** property granted herein is subject to the approval of the **City Council** and the compliance by CCCVB with the terms and conditions contained within this

renewed or materially changed without 30 days prior written notice to the Parks Director. The Risk Manager may increase the limits of insurance upon two (2) months written notice to CCCVB.

17. INDEMNITY. *CCCVB shall indemnify and hold City, its officers, agents and employees ("Indemnitees") harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against Indemnitees on account of injury or damage to person or property to the extent any damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence, or misconduct on the part of the Indemnitees or on the part of CCCVB or any of its agents, servants, employees, contractors, vendors, patrons, guests, licensees, or invitees ("Indemnitors") entering upon City property to set-up and take-down, hold, attend, or participate in the Frontera event and associated activities, with the expressed or implied invitation or permission of CCCVB, or when any injury or damage is the result, proximate or remote, of the violation by Indemnitees or Indemnitors of any law, ordinance, or governmental order of any kind, or when the injury or damage arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence, or misconduct on the part of the Indemnitors under this Agreement.*

These terms of indemnification are effective whether the injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnitees, and in all cases where Indemnitees' actions are directly related to the Event, but not if the damage or injury results from gross negligence or willful misconduct of Indemnitees.

CCCVB covenants and agrees that if City is made a party to any litigation against CCCVB or in any litigation commenced by any party, other than CCCVB relating to this CCCVB Lease Agreement, CCCVB shall defend City upon receipt of reasonable notice regarding commencement of the litigation.

18. NOTICE. Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. **Notice must be sent as follows:**

If to City:

Director of Parks and Recreation
City of Corpus Christi
P.O. Box 9277
Corpus Christi, TX 78469-9277
(361) 880-3461
FAX (361) 880-3864

If to CCCVB:

Event Manager
Corpus Christi CCCVB
101 N. Shoreline Blvd. Suite 430
Corpus Christi, TX 78401

19. ASSIGNMENT. CCCVB may not assign or transfer this Lease Agreement nor sublease the whole or any part of the Premises or make any alteration therein without the prior written consent of the City.

20. BREACH, TERMINATION. Any failure on the part of CCCVB to perform any of the covenants contained in this Lease Agreement, or any breach of any covenant or condition by CCCVB entitles City to terminate this Lease Agreement without

notice or demand of any kind, notwithstanding any license issued by City and no forbearance by City of any prior breach by CCCVB is a waiver by or estoppel against City. In case of termination City is entitled to retain any sums of money theretofore paid by CCCVB and the sums inure to the benefit of City as a setoff against any debt or liability of CCCVB to City otherwise accrued by breach hereof.

21. **NOT PARTNERSHIP OR JOINT VENTURE.** This **Lease Agreement** may not be construed or deemed by the parties hereto as a partnership, joint venture, or other relationship that requires the City to cosponsor or incur any liability, expense, or responsibility for the conduct of the **Event** or associated activities. Payments received from CCCVB by the City are compensation for provision of City services as described herein and for the right of CCCVB to use public property for the limited purpose described herein.
22. **CITY SERVICES SUBJECT TO APPROPRIATION.** The CCCVB recognizes that the services provided by the City pursuant to this **Lease Agreement** are subject to the City's annual budget approval and appropriation. The continuation of any contract after the close of any fiscal year of the City, which fiscal year ends on September 30 of each year, is subject to appropriations and budget approval. The City does not represent that the expenditures required by the City for the provision of services required by this **Lease Agreement** will be adopted by future City Councils, said determination being within the sole discretion of the City Council at the time of adoption of each fiscal year budget.
23. **COMPLIANCE WITH LAWS.** CCCVB must comply with all applicable federal, state, and local laws and regulations, including without limitation compliance with Americans with Disabilities Act requirements, all at CCCVB's sole expense and cost.
24. **NON-DISCRIMINATION.** CCCVB warrants that they are and will continue to be an Equal Opportunity Employer and hereby covenants that no employee, participant, invitee, or spectator will be discriminated against because of race, creed, sex, handicap, color, or national origin.
25. **Disclosure of Interests.** CCCVB agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract. Lessee agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this contract. For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>. Lessee agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review information on the City Secretary's website at
26. **ENTIRETY CLAUSE.** This **Lease Agreement** and the incorporated and attached Exhibits constitute the entire **Lease Agreement** between the City and CCCVB for the use granted. All other **Lease Agreements**, promises, and representations, unless contained in the **Lease Agreement**, are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this **Lease Agreement** and its Exhibits, of the terms, conditions, promises, and covenants relating to CCCVB's operations and the **Premises** to be used in the operations. The unenforceability, invalidity, or illegality of any provision of the **Lease Agreement** does not render the other provisions unenforceable, invalid, or illegal.

Executed in Duplicate Originals on _____, 2018.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Keith Selman
Interim City Manager

Approved as to form: _____

By: _____
Lisa Aguilar, Assistant City Attorney
For the City Attorney

CORPUS CHRISTI CONVENTION AND VISITORS BUREAU

By: ~~Paula Klee~~

Name: Paula Klee

Title: CEO

Date: 8/17/18

EXHIBIT A

Description of Frontera and related activities

Corpus Christi's rich and diverse history steps out into the spotlight with Frontera - an immersive experience that celebrates the people, places and events that make the Coastal Bend a historical and cultural cornerstone.

Beginning November 2, 2018, the City of Corpus Christi Parks and Recreation Department, the Corpus Christi Convention and Visitors Bureau, the Corpus Christi Museum of Science and History, the Corpus Christi Downtown Management District, the Friends of Old Bayview Cemetery and the Corpus Christi Library system present a robust and introspective look into the well-known (and not-so-well known) stories that built its history.

Event programming includes a Historic Old Town Square in Heritage Park, historical re-enactments at Old Bayview Cemetery, Coastal Bend Booknotes, Downtown Doc McGregor History Walk, Bay tour highlighting the Port of Corpus Christi and Seawall history, theatrical performances (with a modern twist) in La Retama Park, reopening the La Retama Park tunnels and special pricing at the Corpus Christi Museum of Science and History.

For the purposes of this lease agreement, Frontera requests exclusive use of La Retama Park for the rehearsal and presentation of theatrical performances from October 29 - November 4, 2018.

The park will be fenced and Frontera organizers will have tickets available for purchase for each performance at www.eventbrite.com.

The organizers gratefully acknowledge Frontera's community partners and sponsors.

EXHIBIT B

Dates of Frontera: Friday, November 2, 2018 through Sunday, November 4, 2018

Set-Up: Monday, October 29, 2018, with phased staging, lights and production elements installation beginning on Wednesday, October 31, 2018.

Take Down: Sunday, November 4, 2018 beginning in the early evening.

EXHIBIT C

Tentative Site Map and Description of City Property being Utilized. Specific site layout may be subject to change.



EXHIBIT D

INSURANCE REQUIREMENTS

I. LESSEE'S LIABILITY INSURANCE

- A. Lessee (CCCVB) must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Lessee must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Lessee must furnish to the City's Risk Manager and Director of Parks and Recreation Dept. two (2) copies of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit

VOLUNTEER ACCIDENT COVERAGE	\$10,000 for Accident Death and Dismemberment \$5,000 for Medical
LIQUOR LIABILITY	\$1,000,000 Per Occurrence
PERSONAL PROPERTY INSURANCE	Lessee, at their own expense, shall be responsible for insuring all owned, leased or rented personal property.

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

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Lessee must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Lessee will be promptly met. An All States Endorsement shall be required if Lessee is not domiciled in the State of Texas.
- B. Lessee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lessee's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Lessee shall be required to submit a copy of the replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Lessee or as requested by the City. Lessee shall pay any costs incurred resulting from said changes. All notices under this Exhibit shall be given to City at the following address:

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

- D. Lessee agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf

of the named insured performed under contract with the City, with the exception of the workers' compensation policy;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Lessee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Lessee to stop work hereunder, and/or withhold any payment(s) which become due to Lessee hereunder until Lessee demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Lessee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2014 Insurance Requirements
Parks and Recreation Dept.
Frontera Event
12/29/2014 ds Risk Management