

LEASE AGREEMENT FOR ARTS ALIVE!

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 Arts Community Center of Corpus Christi, Inc. ("**ACC**"), a Texas non-profit 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. **ACC** – means the Arts Community Center of Corpus Christi, Inc., a Texas non-profit corporation.
- G. **ACC's Agent** - means a duly authorized representative of the **ACC**.
- 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 Arts Alive! events and related activities sponsored by the ACC. 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 the fenced area generally bounded by current N. Shoreline Blvd., former N. Shoreline Blvd., Coopers Alley and Williams Street, as shown in **Exhibit A**.

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 ACC 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 ACC the privilege of using the area of the fenced area generally bounded by current N. Shoreline Blvd., former N. Shoreline Blvd., Coopers Alley and Williams Street, as shown in Exhibit A, for the Arts Alive! Event.

4. PREMISES REVISIONS. Construction along Shoreline or other unforeseen circumstances may impact and change the Premises (Exhibit A) and other parts of this lease. If Exhibit A is revised, new Exhibit A will be executed by the City Manager and ACC Agent and filed with the City Secretary and Parks Director, superseding the existing Exhibit A. New Exhibit A becomes effective upon date of last signature.

5. FINAL EVENT LAYOUT DIAGRAM. The ACC'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. Prior to this year's Event the Parks Director, Director of Street Operations and Police Chief will meet with ACC 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 A needs to be revised by the Parks Director and ACC. If revised, new Exhibit A will follow process in §4 PREMISES REVISIONS. ACC's Agent may request additional meetings.

7. ADMISSION FEE. ACC may charge an admission fee. Special Events connected with ACC may charge another fee to help defray the cost of entertainment.

8. ACC'S FINANCIAL OBLIGATIONS.

A. Permit Fees. The ACC 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 \$400.00, 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 ACC for costs of all such 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

ACC's Agent, the Parks Director will furnish reasonable supporting documentation of the charges within ten (10) calendar days.

ACC's failure to pay the undisputed charges on **City's** invoice within 30 days after submittal to **ACC** shall result in a late payment fee being assessed against **ACC**. 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**.

C. Deposit. The **ACC** 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 **ACC** within 30 days after the **Event**.

D. 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 **ACC**, its employees, volunteers, invitees, vendors, contractors, or subcontractors. **City** will give the **ACC** an opportunity to rectify these damages, prior to utilizing the Deposit and finally invoicing the **ACC** for any additional cost of repair.

1. **Repairs to Premises.** **Parks Director** will provide the **ACC'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 **ACC** has vacated the property, following the conclusion of the **Event**. **ACC** 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 **ACC** must fill and compact all holes. If fill material is needed, it must be approved by **Parks Director**. If the **ACC** fails to restore any items on the Punchlist, **Parks Director** may first utilize the Deposit to do so; then invoice the **ACC** 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 **ACC'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**. **ACC** will pay **City's** invoice for damages, within 30 days after **City** tenders the invoice to **ACC's Agent**, less any amount(s) the **ACC** has disputed.

9. GENERAL PERMITS. **ACC** shall obtain necessary permits from **City** Departments, as outlined below.

A. Special Event Permit. **ACC** 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. **ACC** 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 ACC 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 **ACC** to call each inspector for an appointment to inspect and get approval for each temporary service before the **Event** begins. **ACC** may obtain an Electrical Permit and Tent Permit in lieu of the Temporary Promotional Event Permit to satisfy this requirement.

C. Vendor Permit. ACC 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. **ACC** 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. ACC must require all vendors to obtain and comply with appropriate permits, including permits from the **Alcoholic Beverage ACC** 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. **ACC** 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, **ACC** 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, **ACC** must obtain necessary permits from the United States Coast Guard.

G. Additional Permits. ACC's Agent shall notify the **Parks Director** of any special conditions imposed by any permitting agency.

H. Music and Movie Licenses. **ACC** 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 **ACC** 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. **ACC** 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 ACC 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. ACC'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 ACC 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. ACC may provide a temporary six-foot (6') chain link 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 A* may be revised to enlarge or decrease the fenced area in accordance with the ACC's needs upon Parks Director's concurrence, as outlined in § 4, *PREMISES REVISIONS*.

F. Storm Water System Protection. ACC 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. ACC must remove the screens within the non-exclusive use period after the close of the Event. However, ACC 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 ACC provides the Parks Director prior written assurances that ACC will remedy said damages in accordance with §8 *ACCS FINANCIAL OBLIGATIONS* above and Parks Director approves the construction in writing.

H. Temporary Buildings. ACC 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 semi-permanent 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 pre-mark locations on the sidewalk or street. (Painted markings of any type will only be permitted in grassy areas).

11. CLEAN UP. ACC is responsible for trash pickup at the Event. ACC must require all food and beverage vendors to clean a designated zone adjacent to their respective booths at regularly scheduled intervals. ACC 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 ACC and taken to a location designated by the ACC. ACC 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 ACC'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 ACC shall be pay.

12. RIGHT OF ACC TO USE PUBLIC STREETS. ACC 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 ACC with the terms and conditions contained within this Lease Agreement.

13. EMERGENCY VEHICLE LANES. ACC must at all times maintain Emergency Vehicle Lanes upon the Premises as may be designated by the Fire Chief. These lanes must be kept clear of all obstructions.

14. SECURITY. ACC is responsible to determine whether to provide security officers during the Event, and after the Event closes each night. ACC will assign the security officers duties. If the City Police Chief determines it is necessary, the Police Chief will assign Police Officers to provide off-site crowd and traffic control for the Event as needed and include costs of police officers in the costs, §8 ACC FINANCIAL OBLIGATIONS, above. The Police Officers will be assigned duty stations by the Police Chief, or designee.

15. SAFETY HAZARDS. The ACC, upon written notice of identified Safety Hazards by the Police Chief, Fire Chief, Parks Director or Risk Manager, must correct the Safety Hazard, within six hours or other time frame included in the written notice of Safety Hazards.

16. INSURANCE. ACC agrees to comply with attached insurance Exhibit C. In addition, ACC's Agent must furnish to the Risk Manager, Commercial *General Liability Insurance* for the length of the Event and its related activities protecting against liability to the public. The insurance must have a minimum policy limit of \$1,000,000 per occurrence for personal injury, death and property damage. ACC is required to provide a \$1,000,000 Combined *Single Limit Automobile Liability Policy*, providing coverage for owned, non-owned and hired vehicles. Subcontractors and vendors who will be loading or unloading equipment, temporary structures, carnival rides, stages, bleachers, and any other associated materials to be utilized for the Event must have comparable insurance policies, which must be filed at least two weeks prior to each Event. ACC must also furnish insurance in the form of an *accident policy for volunteers* with minimum limits of \$10,000 for death or dismemberment and minimum limits of \$5,000 for medical expenses. If alcohol is served at any of the ACC's Events on Premises then *Liquor Liability Insurance* in the amount of \$1,000,000 per occurrence must be provided by the entity serving the alcohol. The City must be named as an Additional Insured on all liability policies. ACC must furnish the Certificates of Insurance in at least the above minimum amounts to the City's Risk Manager two weeks prior to the non-exclusive use period each year.

ACC must require all volunteers to sign an accident waiver form that **ACC** must keep on file. The **City Attorney** will approve the form. In the event of accidents of any kind, **ACC** must furnish the **Risk Manager** with copies of all reports of the accidents at the same time that the reports are forwarded to any other interested parties. In addition, **ACC** must provide copies of all insurance policies to the **City Attorney** upon **City Manager's** written request. Said insurance must not be canceled, non-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 **ACC**.

17. INDEMNITY. *ACC 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 ACC 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 Arts Alive! event and associated activities, with the expressed or implied invitation or permission of ACC, 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.

ACC covenants and agrees that if **City** is made a party to any litigation against **ACC** or in any litigation commenced by any party, other than **ACC** relating to this **ACC** Lease Agreement, **ACC** 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 **ACC**:

Art Community Center of Corpus Christi, Inc.
Attn: Executive Director
~~P.O. Box~~ 100 N. SHORELINE BLVD.
Corpus Christi, TX 78401
(361) 884-6406
FAX (361) 884-8836

19. ASSIGNMENT. ACC 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 ACC to perform any of the covenants contained in this Lease Agreement, or any breach of any covenant or condition by ACC 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 ACC is a waiver by or estoppel against City. In case of termination City is entitled to retain any sums of money theretofore paid by ACC and the sums inure to the benefit of City as a set-off against any debt or liability of ACC 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 ACC by the City are compensation for provision of City services as described herein and for the right of ACC to use public property for the limited purpose described herein.

22. CITY SERVICES SUBJECT TO APPROPRIATION. The ACC 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. ACC must comply with all applicable federal, state, and local laws and regulations, including without limitation compliance with Americans with Disabilities Act requirements, all at ACC's sole expense and cost.

24. NON-DISCRIMINATION. ACC 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 INTEREST. (Exhibit D) ACC agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract.

26. CERTIFICATE OF INTERESTED PARTIES. ACC agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement. Form 1295 requires disclosure of "interested parties". These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:
 - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
 - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or

- c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers; or
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

27. CONFLICT OF INTEREST. Contractors agree, in compliance with Chapter 176 of the Texas Local Government Code, to complete and file Form CIQ with the City Secretary's Office. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

28. ENTIRETY CLAUSE. This Lease Agreement and the incorporated and attached Exhibits constitute the entire Lease Agreement between the City and ACC 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 ACC'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 _____, 2016.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Name: _____
Title: _____

Approved as to form: May 24, 2016

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

ART COMMUNITY CENTER OF CORPUS CHRISTI, INC.

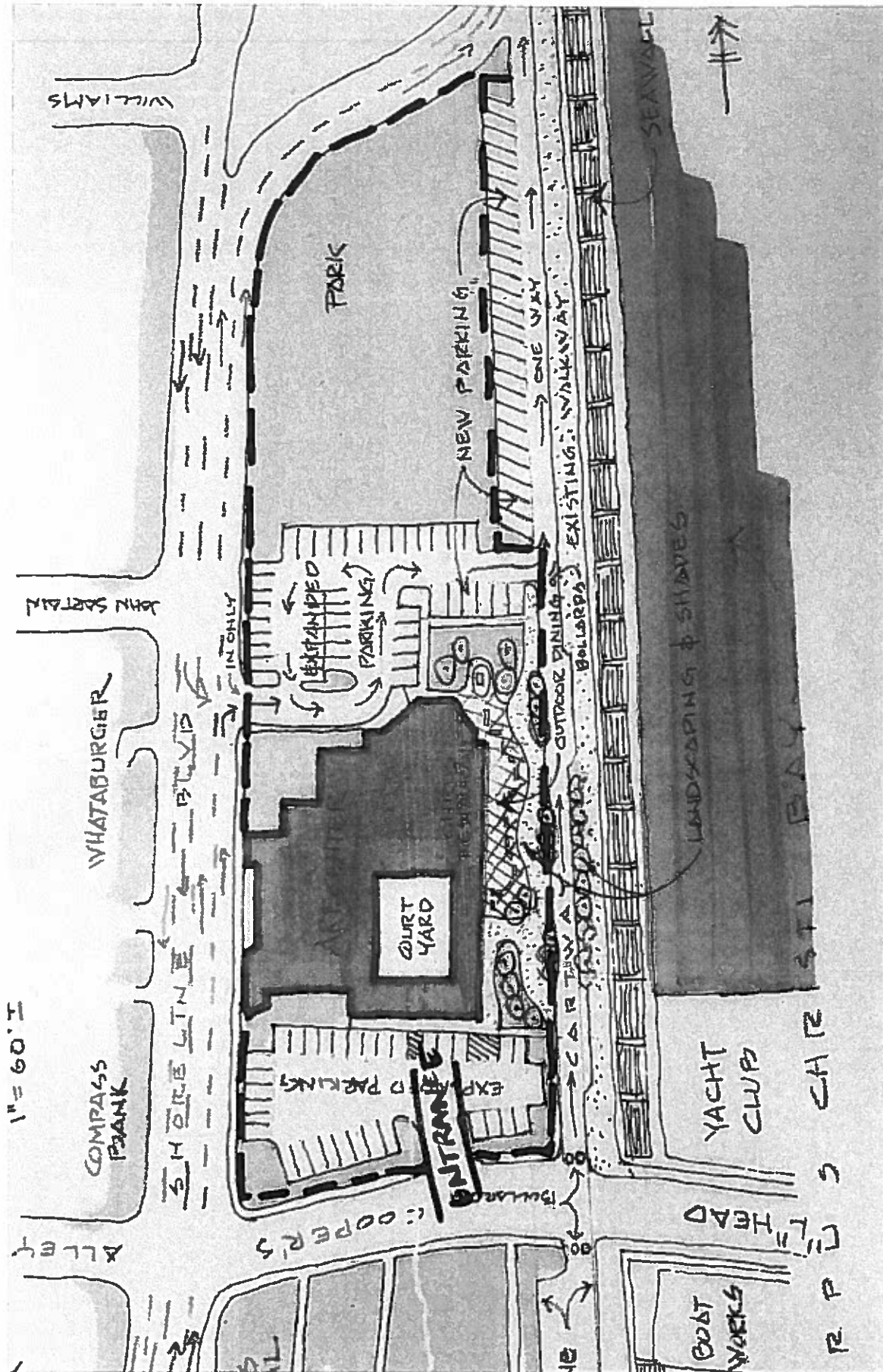
By: Dianna Bluntzer

Name: DIANNA BLUNTZER

Title: DIRECTOR

Date: May 24, 2016

EXHIBIT A - Event Premises



ARTS ALIVE! SEPT. 3-4, 2014 at THE ART CENTER

Dashed line --- is the fencing

EXHIBIT B

Set-Up Dates for Event: September 1, and 2, 2016

Thursday, September 1, 2016 8am – 6pm Event Set Up

Friday, September 2, 2016 – Event Set-Up

Dates for Event: September 3 and 4, 2016

September 3, 2016 – 10 am – 6pm

September 4, 2016 – 10 am – 4pm

Take Down Date for Event: September 5, 2016

September 5, 2016 – 8am to 1pm

EXHIBIT C**INSURANCE REQUIREMENTS****I. LESSEE'S LIABILITY INSURANCE**

- A. Lessee (ACC) 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

- 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.

Insurance Requirements
Parks and Recreation Dept.



EXHIBIT D
CITY OF CORPUS CHRISTI
DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: The Art Center of Corpus Christi

STREET ADDRESS: 100 N. Shoreline Blvd.

CITY: Corpus Christi **STATE:** TX **ZIP:** 78401

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner
 4. Association 5. Other 501c3 non profit corporation

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."


Name	Consultant
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas, as changes occur.

Certifying Person:	<u>Dianna Bluntzer</u>	Title:	<u>Managing Director</u>
Signature of Certifying Person:	<u></u>	Date:	<u>May 24, 2016</u>

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Art Center of Corpus Christi
 Corpus Christi, TX United States

Certificate Number:

2016-62533

Date Filed:

05/26/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Corpus Christi

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

74-1716003

community art event - ARTS ALIVE

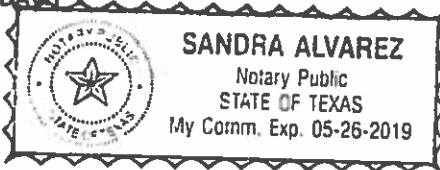
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Dianna Bluntzer Sherman
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dianna Bluntzer Sherman this the 26th day of May, 2016, to certify which, witness my hand and seal of office.

Sandra Alvarez
 Signature of officer administering oath

Sandra Alvarez
 Printed name of officer administering oath

Area Manager
 Title of officer administering oath