

AMENDMENT TO AND EXTENSION OF THE PROFESSIONAL SERVICE MANAGEMENT AGREEMENT FOR THE CORPUS CHRISTI MUSEUM OF SCIENCE AND HISTORY BETWEEN THE CITY OF CORPUS CHRISTI AND CORPUS CHRISTI MUSEUM JOINT VENTURE LLC

This amends and extends the Professional Service Management Agreement for the Corpus Christi Museum of Science and History between The City of Corpus Christi ("City"), a Texas home rule municipal corporation, and Corpus Christi Museum Joint Venture, LLC ("CCMJV"), a Texas limited liability company, dated August 2, 2012 ("the Agreement"). This document will be referred to hereafter as the Amended Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree to amend the PROFESSIONAL SERVICE MANAGEMENT AGREEMENT as follows:

Amendments to Article 1, Definitions.

- A. The defined term Auxiliary is stricken. All references throughout the Agreement to the Auxiliary of Corpus Christi Museum are stricken, as such entity no longer exists.
- B. The period of the "Fiscal Year" is amended to begin on October 1 of a calendar year and end on September 30 of the following calendar year.
- C. The term "Gross Revenue Benchmark" is amended to reference the amount of \$347,231 for the 2015, 2016, and 2017 Fiscal Years.

Amendments to Article 2, Introduction.

- A. The Term of the Amended Agreement is September 1, 2014 through September 30, 2017, replacing the Term in Section 2.1. The Amended Agreement may be extended for two 1-year terms at the mutual agreement of the parties.
- B. Insofar as necessary, the parties mutually agree to waive the 5-year required maximum extension term in section 2.2 to allow this 37-month extension to take effect.

Amendments to Article 3, Management and Operation of Premises and Personal Property.

- A. The references to the Vehicle and Forklift in section 3.2 are stricken, as they have been removed from the premises.
- B. Section 3.5 is amended to allow the operation of the Museum for extended hours due to special events and rentals without advance notice to the City; however, these special extended hours are not intended to become regular or daily events and this permission shall be subject to periodic review by the City to ensure compliance.

Amendments to Article 5, Operations.

- A. The Operation Support Payment for each fiscal year of the Amended Agreement will be \$1,209,140. This amount is prorated for the month of September 2014.

- B. References to the vehicle and forklift in section 5.4 are stricken.
- C. The time of the proportionate year clause mentioned in section 5.9 is updated to refer to the month of September 2014 in the Amended Agreement instead of August 2014 in the Agreement, due to the change in the City's fiscal year during 2014.

Amendment to Article 11, Admissions.

Admission rates in section 11.1 and Exhibit "H" of the Agreement are amended to those rates in Exhibit "A" to the Amended Agreement, attached hereto and incorporated herein for all purposes.

Amendment to Article 13, Facility Improvements and Alterations.

The Facility Improvement Plan referred to in section 13.2 will be submitted in the Annual Plan referenced in section 27 for each fiscal year of the Amended Agreement.

Amendment to Article 14, Engineering, Structural and Layout Studies.

The references to the Structural Engineering Report are stricken.

Amendment to Article 19, Governance.

Section 19.1 is amended as: The Museum shall be operated under the organizational chart set out in Exhibit "B" to the Amended Agreement, (revised 7/14) attached hereto and incorporated herein for all purposes. The Governance may be changed by CCMJV at its discretion, as deemed necessary for successful Museum management and to fulfill the mission of the museum, after recommendation to the City Manager or his designee and subsequent written approval.

Amendments to Article 20, Roles.

Article 20 is revised as follows:

20.1 Advisory Board. The Advisory Board shall serve as an advisor to CCMJV and to the City in matters of support and development of the Museum. The board may adopt policies relating to the management of collections, accession of objects for the collections, disposition and deaccession of objects in and for the collections. Any dispute with CCMJV and the Advisory Board shall be reviewed by the City Manager. The City Manager shall make the final decision regarding policy.

20.2 Museum Executive Director. The Museum Executive Director ("Director") will serve under and on behalf of the CCMJV as Director and General Manager for the Museum managing all aspects of the museum including its finances, marketing, fund raising and revenue generating operations. The Director is also responsible for all core aspects of Museum operations including visitor experience, exhibits, collection, maintenance, educational programs, accreditation and certifications. It is the Director's

responsibility to operate the Museum according to best Museum practices such that both accreditations by the AAM (reviewed in 2017) and archeological repository certification by the THC (reviewed in 2015) will be sustained. The Director ensures that the Museum operates in a manner that ensures that environmental and security standards associated with collection preservation continues to be maintained.

20.3 Museum Collection Manager. The Museum Collection Manager maintains collection catalog and object files and makes the collection catalog data publicly accessible. The Museum Collection Manager also supervises collection care for objects in storage, on exhibit, on loan, and ongoing collection inventory. Supervision of the collection includes monitoring environmental conditions in storage areas, making conservation recommendations and actively pursuing grants that benefit collections care and use. Furthermore, the Museum Collection Manager serves as a member of every exhibit development team to make certain that collections are integrated appropriately into exhibits and proper safeguards are in place for object preservation. The Museum Collections Manager can support the work of staff, volunteers, and researchers working with the collection and work with honorary curators, adjunct curators, and collection committee to develop collection management policies and procedures.

20.4 Museum Registrar. The Museum Registrar position may be combined with the Museum Collection Manager position. The Museum Registrar is responsible for accession of new acquisitions, assess condition, maintaining accession records, processing deaccessions and maintaining loans. Furthermore, Museum Registrar is responsible for maintaining a record of values for insurance and maintaining a graphic record of significant objects. The Museum Registrar also supervises and performs inventory of collections and data entry into collection catalog. Additionally, Museum Registrar serves as a member of exhibit development team to make certain that collections are integrated appropriately into exhibits and proper safeguards are in place for object preservation. The Museum Registrar can supervise and train volunteers and staff in proper methods of handling objects, in data entry work in proper inventory processes.

20.5 Museum Education Director. The Museum Education Director is responsible for leading the education program development and delivery team for adults and students. The Museum Education Director also develops and presents educationally based programs for the public, special interest groups and school tours. Furthermore, the Museum Education Director serves as a member of every exhibit development team to make certain that the educational content, visitor experience and needs of the school audience are addressed. The Museum Education Director can work individually with teachers, group leaders, and event planners to provide excellent customer service. The Museum Education Director can also recruit train, schedule and supervise staff and volunteers to provide needed programming.

20.6 Exhibit Manager. The Exhibit Manager will be responsible for exhibit planning including the development, installation, implementation, oversight and maintenance for all exhibits as well as developing temporary, rotating exhibits and exhibit rental. The Exhibit Project Manager is also responsible for assuring safety and security of collection objects from harm due to light, dust, heat, and visitors.

Amendments to Article 21, Professional Staff.

A. Section 21.1 is revised as follows:

CCMJV shall maintain a professional staff as deemed necessary by the Museum Director to assure the success of the museum and achieve its mission. In addition to the mandatory position of Museum Executive Director, the following positions are required: Education Director, Collection Manager/Registrar, Exhibit Manager, and Maintenance Supervisor.

B. Section 21.3 is revised as follows:

CCMJV shall only hire professional staff that meets the following qualifications for key staff positions:

(A) Museum Executive Director's Minimum Qualifications. The Museum Executive Director shall have a minimum of a bachelor's degree and extensive experience in Business, Business Development, and Management including a minimum of five (5) years in a key leadership position with museum based experience.

(B) Museum Collection Manager Minimum Qualifications. The Museum Collection Manager must have a bachelor's degree or higher in Museum studies, natural history, history, or anthropology field that relates to the collections of the Museum. This position requires (2) two years' professional experience in a Museum or comparable facility; or any equivalent combination of training, education or experience.

(C) Museum Registrar Minimum Qualifications. Museum Registrar must have a Bachelor's degree in Museum studies or other related field with prior work experience as a registrar or similar position. This position requires (2) two years' Museum work experience or work in a comparable facility; or any equivalent combination of training, education, or experience.

(D) Museum Education Director Minimum Qualifications. The Museum Education Director must have a master's degree in Education or related field. This position requires management experience in two (2) years' experience working in a Museum or comparable facility; or any equivalent combination of training, education and experience.

(E) Exhibit Manager Minimum Qualifications. The Exhibit Manager must have a minimum of a bachelor degree in a related study and exhibit development, design and exhibit management experience. This position requires two (2) years' work experience in a Museum or comparable facility; or any equivalent combination of training, education, and experience.

Amendment to Article 23, Prohibited Transactions and Benefits.

Section 23.1 is stricken in its entirety.

Amendments to Article 24, Revenue.

- A. Section 24.1 is amended to require deposit of revenues on a monthly basis, due on the 5th day of the following month or the following Monday if the 5th day falls on a weekend or city holiday.
- B. CCMJV is required to generate a gross revenue of \$347,241 for each fiscal year of the Amended Agreement under section 24.4.
- C. The time of the proportionate year clause mentioned in section 24.5 is updated to refer to the month of September 2014 in the Amended Agreement instead of August 2014 in the Agreement, due to the change in the City's fiscal year during 2014.

Amendment to Article 27, Reporting Obligations.

Article 27 is stricken in its entirety except for the title and the following amended article is adopted:

27.1 Annual Reporting Requirements

- a. Annual Plan.** At least thirty (30) days prior to the beginning of each Fiscal Year, CCMJV shall, at its sole expense, prepare and submit to the City Manager an Annual Plan. The City Manager shall present this plan to the City Council as an informational item. The Annual Plan shall, at a minimum, present:
 - 1. The Facility Improvement Plan for the Museum,
 - 2. An evaluation of existing exhibits,
 - 3. A description of major programmatic changes planned ~~at that time~~ for the ensuing year; and
 - 4. Any proposed changes in fees at the Museum.
- b. Annual Report for Financial Accounting.** On or before September 1 of each year throughout the Term of the Amended Agreement, CCMJV shall, at its sole expense, prepare and submit to the City Manager for his or her review, the Annual Report. This report will provide:
 - 1. A general summary of the Museum's operations;
 - 2. A complete financial accounting for all funds, including major maintenance funding;
 - 3. A listing of all capital investments made at the Museum;
 - 4. An evaluation of CCMJV's performance in the area of customer service; and
 - 5. The Ethics Report outlined in Article 29.2 of the Agreement.
- c. Annual Independent Audit.** Within sixty (60) days after the end of each Fiscal Year, CCMJV shall arrange for an audit of its books and records by an independent, certified public accountant; this audit shall be conducted at CCMJV's sole cost and expense and shall cover the previous Fiscal Year. CCMJV shall deliver to the City Manager an original, signed copy of each such annual audit, by the earlier of: (1) thirty (30) days after the completion of such auditor; or (2) ninety (90) days after the end of the Fiscal Year covered by such audit.

d. Reconciliation of Accounts. Within sixty (60) days after the end of each Fiscal Year, CCMJV shall reconcile:

1. the Revenue Account,
2. Operation Support Account, and
3. Collection Fund Account for each Fiscal Year.

27.2 Quarterly Reporting Requirements. CCMJV shall, at its sole expense, prepare and submit to the City Manager and present to the Museum Advisory Board a quarterly report setting forth a summary of attendance, operations and services provided by CCMJV at the Museum for the preceding quarter. This quarterly Report will also include upcoming events at the Museum for the ensuing quarter.

27.3 Monthly Reporting Requirements. CCMJV shall, at its sole expense, prepare and submit to the City Manager and Finance Department a monthly report outlining the finances of the Museum for the previous month. This report shall include a summary of revenue from various sources and an accounting of costs. As outlined previously in Article 24, Revenue, CCMJV shall submit monthly a summary of revenue and accounting of costs.

The Amended Agreement takes effect on the latest date that either party executes the Amended Agreement.

Any provision of the Agreement that is not expressly amended by the Amended Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement as of the day and year above written.

CORPUS CHRISTI MUSEUM

CITY OF CORPUS CHRISTI

JOINT VENTURE LLC

By: _____

By: _____

Date: _____

Date: _____

Approved by City Attorney's Office:
