

MANN STREET PARKING LOT LICENSE AGREEMENT

WHEREAS, the City of Corpus Christi, Texas, ("City") is the owner of real property known as the Mann Street Parking Lot, located at the intersection of Mann Street and Mesquite Street, Corpus Christi, Texas, together with all improvements thereon; and

WHEREAS, the City has prioritized downtown revitalization and growing existing businesses; and

WHEREAS, Texas Market Research Group, L.L.C., ("Licensee") desires to use a portion of the Premise, to accommodate parking for its employees during the term of its lease for space in the Bayview Tower.

This License agreement is made between *City of Corpus Christi*, a Home Rule Municipal Corporation ("City"), and *Texas Market Research Group, L.L.C.*, of *135 S. Guadalupe, San Marcos, Texas 78666* ("Licensee").

The parties agree as follows:

SECTION ONE. DESCRIPTION OF PROPERTY

City licenses to Licensee the exclusive use, during specified hours, of certain property owned by City located at 901 Mann Street at the intersection of Mann Street and Mesquite Street described as follows: *portion of parking lot as described in exhibit A* (the "Premise"), for use as a parking lot. The portion of the lot licensed contains 121 parking spaces. The legal description of the property is Beach Block 22 Lot 1.

SECTION TWO. USE

City does hereby license to Licensee the exclusive use of the Premise, together with all improvements located thereon during specified hours. Licensee shall have the exclusive right to use 100 of the parking spaces between the hours of 3:30 pm and 4:00 a.m. and the exclusive right to use the remaining 21 parking spaces between the hours of 6:00 pm and 4:00 am each day. Licensee shall operate the Premise exclusively for the purpose of an employee parking. The parking lot usage will be limited to employee passenger vehicles.

SECTION THREE. RENT AND CONSIDERATION

Licensee shall pay as rental to City \$12,100 per year, payable in advance upon execution of the License and each subsequent year.

SECTION FOUR. DURATION; QUIET ENJOYMENT

(A.) The License term begins on February 1, 2023.

(B.) The term of this License shall be for a period of 75 months. Provided Licensee is not then in default hereunder, Licensee shall have the option to extend this License for one renewal term of one year subject to agreement to an increase in the rental payment. Such rental increase will be agreed to by the parties at least 60 days prior to the expiration of the term. If no such agreement is made, then this License shall expire at the end of the term.

SECTION FIVE. INDEMNITY

Licensee shall assume all risks incident to the use of the licensed premises as a parking lot and shall fully indemnify, save, and hold harmless the City, and its officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims, demands, and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with Licensee's activities or incidental to this Agreement, including any injury, loss or damage caused by the sole or contributory negligence of any or all of the Indemnitees. Licensee must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based on those claims and demands with counsel satisfactory to Indemnitees, and pay all charges of attorneys and all other cost and expenses of any kind arising from the liability, damage, loss, claims, demands, or actions.

SECTION SIX. ASSIGNMENT

This License may not be assigned or transferred, in whole or in part, without the prior, express, and written consent of City.

SECTION SEVEN. SIGNAGE FOR PROPERTY

Licensee shall, at the sole expense of Licensee, identify the portion of the parking lot limited for its exclusive use by way of painting curbs and erection of parking signs indicating the hours for which each space may be exclusively used by Licensee's employees.

SECTION EIGHT. TOWING ENFORCEMENT

All parking spaces on the licensed Premise must have proper signage and identifying paint before towing can commence. Licensee will be responsible for the towing of unauthorized vehicles on licensed Premise. Any towing conducted must be in compliance with State law.

SECTION NINE. TERMINATION

- (A.) At any time after February 1, 2026, either Party shall have the right to terminate this License Agreement by giving the other Party 180 days' prior written notice of the date of termination, in which case all obligations on the part of the Licensee shall also terminate as of the date of termination, so long as the Premise is returned in same or better condition as upon the effective date of the License, normal wear and tear excepted. If the Premise is not in such condition, Licensee shall repair the Premise to such condition within 60 days after termination of this License.
- (B.) If there is noncompliance with one or more of the provisions contained herein, either party may give written notice to the other party to cure or begin curing the default(s) within ten days of receipt of notice. If there is not compliance or substantial compliance with each provision identified within ten days of receiving said notice, the complying party may terminate this Agreement for cause by providing written notice of termination to the noncomplying party and listing one or more areas of continued noncompliance.

SECTION TEN. ADDITIONS OR ALTERATIONS

Licensee shall not construct or erect any buildings or structures on the Premise with the exception of required signage and curb markings.

SECTION ELEVEN. PROPERTY OF CITY.

Upon expiration of this License Agreement, or upon termination thereof for any reason, all buildings, improvements, and fixtures placed on the Premise by Licensee shall become property of City.

SECTION TWELVE. GOVERNING LAW AND VENUE

This License Agreement shall be governed by, construed, and enforced in accordance with the laws of The State of Texas. Venue for any legal action related to this Agreement is in Nueces County, Texas.

SECTION THIRTEEN. ADVERTISING AND SIGNAGE.

The City Manager, or designee, has the right to prohibit any advertising and/or signage by Licensee at the Premises which impairs the reputation of the Premises or the CITY.

SECTION FOURTEEN. NON-DISCRIMINATION.

Licensee shall not discriminate nor permit discrimination against any person or group of persons, as to employment and in the provision of services, activities, and programs related to this Agreement, on the grounds of race, religion, national origin, sex, physical or mental disability, or age, or in any manner prohibited by the laws of the United States or the State of Texas.

SECTION. FIFTEEN. COMPLIANCE WITH LAWS.

Licensee must comply with all applicable Federal, State, County, and City laws, rules, regulations, and ordinances which may be applicable to its operation at the Premise and its performance under this Agreement. This Agreement is also subject to applicable provisions of the City Charter.

SECTION SIXTEEN. INSURANCE.

Licensee must secure and maintain at Licensee's expense, during the term of this agreement, a Commercial General Liability insurance policy with the limits and requirements shown on Exhibit "B," which is attached to this Agreement and incorporated in this Agreement by reference.

Section SEVENTEEN. NO DEBTS.

Licensee must not incur any debts or obligations on the City's behalf during the term of this agreement.

SECTION EIGHTEEN. NOTICE.

Any required written notices shall be sent mailed, certified mail, postage prepaid, addressed as follows:

CITY:
City of Corpus Christi
Attn: Redevelopment Officer
P.O. Box 9277
Corpus Christi, Texas 78469-9277

Licensee:
Texas Market Research Group, L.L.C.
Attn: ReconMR
135 S. Guadalupe
San Marcos, Texas 78666

SECTION NINETEEN. AMENDMENTS.

No alterations, changes, or modifications of the terms of this Agreement nor the waiver of any provision will be valid unless made in writing and signed by persons authorized to sign agreements on behalf of each party.

SECTION TWENTY. WAIVER.

- (A.) The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by said party of any its rights hereunder. No waiver of any covenant or condition of this Agreement by either party at any time, express or implied, shall be taken to constitute a waiver of any subsequent breach of the covenant or condition nor shall justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof.
- (B.) If any action by Licensee requires the consent or approval of the City on one occasion, any consent or approval given on said occasion will not be deemed a consent or approval of the same or any other action at any other occasion. Any waiver or indulgence of Licensee's default of any provision of the Agreement shall not be considered an estoppel against the City
- (C.) It is expressly understood that, if at any time Licensee is in default in any of its conditions or covenants hereunder, the failure on the part of the City to promptly avail itself of any rights and remedies which the City may at any time avail itself of said rights and remedies or elect to terminate this Agreement on account of said default.

SECTION TWENTY-ONE. FORCE MAJEURE.

No party to this Agreement will be liable for failures and delays in performance due to any cause beyond their control including, without limitation, any failures or delays in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. The rights and obligations of the parties will be temporarily suspended during this period to the extent performance is reasonably affected.

SECTION TWENTY-TWO. DISCLOSURE OF INTERESTS.

In compliance with Section 2-349 of the City's Code of Ordinances, the Licensee shall complete the City's Disclosure of Interests form, which is attached to this Agreement as Exhibit C, the contents of which, as a completed form, are incorporated in this document by reference as if fully set out in this Agreement. Licensee must also comply with section 2252.908 of the Government Code and provide a Form 1295, which may be found on the Texas Ethics Commission website.

SECTION TWENTY-THREE. ENTIRETY CLAUSE.

This Agreement and the attached and incorporated exhibits constitute the entire agreement between the City and Licensee for the purpose granted. All other agreements, promises, representations, and understandings, oral or otherwise, which reference to the subject matter hereof, unless contained in this Agreement are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Agreement and its exhibits of the terms, conditions, promises, and covenants governing each party's performance hereunder and relating to Licensees use of the Premises.

Each party to this agreement has caused it to be executed at on the date indicated below, both of which hereby represent that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the PARTIES.

CITY OF CORPUS CHRISTI

ATTEST:

Peter Zaroni, City Manager

Rebecca Huerta, City Secretary

Date

TEXAS MARKET RESEARCH GROUP, L.L.C.

PRESIDENT

Printed Name

Date

STATE OF TEXAS
COUNTY OF NUECES

This instrument was acknowledged before me on _____, 2022, by
_____, President on behalf of the company.

Notary Public, State of Texas

Approved as to legal form: _____, 20__

Assistant City Attorney
For City Attorney

Exhibit A—Mann Parking Lot License



Licensee will designate and manage 121 spaces licensed to them in this Agreement

EXHIBIT B

INSURANCE REQUIREMENTS

I. LICENSEE'S LIABILITY INSURANCE

- A. Licensee must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Licensee must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Licensee must furnish to the City's Risk Manager and Director of Engineering, one (1) copy 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. Hired and Non-Owned	\$500,000 Combined Single Limit
PROPERTY INSURANCE	Licensee shall be responsible to insure all owned, leased and rented property utilized in parking lot.

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

II. ADDITIONAL REQUIREMENTS

- B. Licensee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Licensee'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. Licensee shall be required to submit renewal certificates of insurance throughout the term of this contract

and any extensions within 10 days of the policy expiration dates. 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. Licensee 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;
 - 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, Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Licensee'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 Licensee'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 Licensee to stop work hereunder, and/or withhold any payment(s) which become due to Licensee hereunder until Licensee demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Licensee may be held responsible for payments of damages to persons or property resulting from Licensee's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Licensee'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.

2015 Insurance Requirements
Engineering Department
Parking Lot
7/7/2015 ds Risk Management



EXHIBIT C
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: _____

STREET ADDRESS: _____ **P.O. BOX:** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

FIRM IS: 1. Corporation ☐ 2. Partnership ☐ 3. Sole Owner ☐
 4. Association ☐ 5. Other ☐ _____

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:	_____	Title:	_____
Signature of Certifying Person:	_____	Date:	_____

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.