

## **SERVICE AGREEMENT FOR MANAGEMENT OF CORPUS CHRISTI MUSEUM OF SCIENCE AND HISTORY**

**THIS Service Agreement for Management of Corpus Christi Museum of Science and History ("Agreement")** is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Friends of the Museum of Science and History, a Texas nonprofit corporation ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager") and approval by City Council.

WHEREAS, Contractor has bid to provide Management Services for the Corpus Christi Museum of Science and History in response to Request for Proposal No. 1703 ("RFP"), which RFP includes the required scope of work and all specifications and which RFP and the Contractor's proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1, 2, and 3 respectively, as if each were fully set out here in its entirety;

WHEREAS, the City, acting through its duly authorized City Manager ("City Manager"), currently owns the Corpus Christi Museum of Science and History located at 1900 N. Chaparral Street (the "Museum"), together with all facilities, machinery, attachments, appurtenance, collections, artifacts, and exhibits, located in the City of Corpus Christi; and

WHEREAS, it is the City's intention that the Museum be operated in a First-Class and fiscally responsible manner with the objectives of creating a modern edutainment Museum that will appeal to both children and adults while maintaining the established history and science mission of the Museum, as well as the certification and accreditation; minimizing financial operating requirements required from public funds; and, in general, maximizing the utilization of the Museum for the benefit of the City, while minimizing, to the extent practical, the net cost to the City.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Management Services for the Museum ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibits 2 and 3. Services will include management of the Museum.
- 2. Grant of Authority.** To enable Contractor to perform its obligations under this Agreement, the City hereby grants to Contractor, and Contractor hereby accepts, the exclusive right and obligation subject to the provisions of this Agreement, in its own name, as an independent Contractor and not as an agent of the City, to manage and operate the Museum.
- 3. No Sale of Property.** Contractor shall have no authority to sell or otherwise alienate any portion of the Facility or any equipment therein. Contractor shall notify the City of any property deemed surplus and follow City instructions regarding the property's disposal.

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4. **No Capital Improvements.** The Contractor shall have no authority to make any alterations or any capital improvements to the Facility without the prior written consent of the City Manager. Should Contractor be responsible for any public works projects at the Facility, Contractor shall require payment bonds for any projects over \$50,000 and performance bonds for any projects over \$100,000. Any required bonds shall require City approval. Any contracts for construction of public works at the Facility must comply with Chapter 2258 of the Texas Government Code, or its successor, as amended.
5. **Purchasing Procedures.** The Contractor shall have the authority and discretion as to the purchase of all equipment, materials, supplies, and inventories reasonably required by it but shall endeavor to make all such purchases at the best price available, considering the quantities required and the quality desired. In doing so, Contractor must comply with prudent purchasing practices.
  - (A) The Contractor may purchase or procure services from Affiliates of the Contractor, provided that the prices charged and the services provided are competitive with those obtainable from unrelated parties rendering comparable services. Contractor shall, at the City's request, provide reasonable evidence establishing the competitive nature of such prices and services. Prior to engaging any of its Affiliates, Contractor shall notify the City, and the City may require the Contractor to obtain at least two other competitive bids for unrelated parties to ensure that such services are being provided on competitive terms.
  - (B) Contractor Municipality Status. To the extent allowable under federal, state, and local law, City agrees to allow Contractor to use its tax status as a municipality for the purchase of supplies and services. City agrees to execute such documents as may be required, and which the City is authorized to execute, to further this Agreement.
6. **Term.** This Agreement begins on October 1, 2018 and expires on September 30, 2023 unless extended or terminated sooner pursuant to the terms of this Agreement.
7. **Ending Transition.** Contractor agrees that, when this Agreement expires or is otherwise terminated, Contractor will participate in a 30-day transition period with the City or any replacement contractor for the last 30 days during which Contractor is managing the Facility. During that time, Contractor will continue to manage the Facility and plan events, but will allow the City or the replacement contractor to observe, participate, and ask questions regarding the management of the Facility and any upcoming events which the City or the replacement contractor will manage following the termination of this Agreement.
8. **Base Compensation and Payment.** The City will pay contractor, in two installments, an annual management fee of \$500,000 for the first fiscal year and at decreasing amounts on the following fiscal years as shown on the Attachment B Pricing Schedule. Payments will be made on October 1 and January 1 of each fiscal year.
9. **Incentive Fee.** In addition to the Base Compensation, Contractor shall be paid an incentive fee in the amount of revenues derived from the Museum. If base compensation is insufficient to maintain and operate the museum, Contractor shall supplement those funds from revenue

derived from the Museum and other sources in order to provide proper maintenance and operation of the Museum.

**10. New Facilities Operating and Maintenance Costs.** As Contractor funds and builds new exhibits and support and visitor facilities, the corresponding increases in operating, program, and maintenance costs will be the responsibility of Contractor, with the City being the owner of such new exhibits and support or visitor facilities.

**11. Fiscal Matters**

(A) Miscellaneous Fees and Prices. Excluding Admission Fees, Contractor shall have the authority to set the amount of all prices and fees for services rendered or sales made to the public or otherwise at the Museum, including without limitation, food and drink concessions, souvenirs, parking, special exhibits, and other special events.

(B) Franchises or Concessions. Contractor shall have exclusive authority to grant to any nonprofit corporation or public or private organization franchises or concessions that further the public use and enjoyment of the Museum.

(C) Solicitation of Private and Public Funding. Contractor shall assist any non-profit organization to benefit the Museum. Contractor shall (a) use its best efforts to (i) actively solicit private support for the Museum through membership fees and charitable contributions and (ii) actively solicit federal, state or local grants or other funds to support the operation and purposes of the Museum; and (b) apply all funds contributed to it as membership fees, charitable donations, public grants or loans, or any other sources, to the Operating Expenses, Facility Improvements at the Museum and other Museum Purposes in accordance with this Agreement.

(D) Grant Funding. The City shall allow Contractor to apply for grants in the City's name for which Contractor might not otherwise be eligible subject to prior approval by the City Manager or if the City Manager instructs, the City Council. The City Council retains the right to accept or not accept grant funds so applied for. All grants to the City received for Museum shall be transferred to Contractor within thirty (30) days of the receipt of the grant funds, if permitted by the terms of the grant. All grant money shall be expended to enhance the Museum or applied in accordance to the terms of the grant.

**12. Access to the Museum.**

(A) The City and their duly authorized agents shall have access to the Museum and other Property at all times (a) for the purpose of inspection and to make any repairs, additions or renovations as the City may have the right to do under the provisions of this Agreement, and (b) for use by the City in case of emergency, as determined by City in its sole discretion.

(B) Subject to availability, the City Manager shall have the right to use the Facility or any part thereof rent-free for meetings, seminars, training classes or other non-commercial uses. Such non-commercial use of the Facility by the City shall

- i. not compete with or conflict with the dates previously booked by Contractor for paying events;
- ii. not consist of normally touring attractions (such as traveling exhibits); and
- iii. be booked in advance upon reasonable notice to Contractor pursuant to the Facility's Policies and Guidelines as approved or modified by the City. Upon request of the City, Contractor shall provide to the City a list of available dates for City's use of the Facility. To the extent that Contractor has an opportunity to book a revenue-producing event on a date which is otherwise reserved for use by the City, Contractor may propose alternative dates for the City's event, and the City shall use commercially reasonable efforts to reschedule its event to allow Operator to book the revenue-producing event.

(C) Subject to availability of unsold advertising space, the City may post advertisements at the Facility and in materials distributed at the Facility at no cost to the City. The City shall reimburse the Contractor for any production costs if applicable.

**13. Insurance.** Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City of Corpus Christi must be named as additional insureds. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

**14. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Esther Velazquez  
City Manager's Office  
361-826-3093  
EstherV@cctexas.com

**15. Inspection and Acceptance.** Contractor agrees to use best efforts to repair any Services that are provided that are not in accordance with the terms of this Agreement. Contractor agrees to maintain the Facility and all of its equipment and fixtures in their current condition as of the date of this Agreement except for normal wear and tear. During the term of this

Agreement and any Option Periods, Contractor agrees to replace any broken equipment with equipment of comparable quality.

16. **Financial Records.** Contractor shall establish and maintain books, records, and systems of account relating to the Museum's Gross Revenue and Operating Expenses in accordance with generally accepted accounting practices & City record retention policies. These records shall be retained by Contractor for four (4) years after the termination date of this agreement and made available to the City upon request.
17. **Financial Statements.** At the City's request, Contractor shall provide the City with the opportunity to review certain financial statements of Contractor. In connection with such financial statement review, Contractor shall represent and warrant to the City that (i) such Financial Statements were prepared in accordance with generally accepted accounting principles consistently applied and are true and correct in all material respects and present fairly the Contractor's financial position as of the date thereof; and that (ii) to the best of Contractor's knowledge there has been no material adverse change in Contractor's financial position from that reflected in the Financial Statements.
18. **City Audit Participation.** If requested by the City, Contractor shall make available all information reasonably necessary for the City and the State Auditor to perform audits of the use and application of all revenues, grants, and fees, and City funds received by Contractor during the current and preceding year.
19. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
20. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee or agent of the City.
21. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. Before beginning any work, subcontractors must provide proof of insurance that complies with Attachment C. The certificate of insurance must name the City of Corpus Christi as additional insureds. All subcontracts must include the indemnification provision found in Section 31 of this Agreement.
22. **Contracts.**

(A) The Contractor shall have no authority, without the prior written consent of the City, to enter into any contract for the provision of goods and services to the Facility at any time beyond the date for the expiration of the term of this Agreement or any then-current Option Period. Contractor shall have the right to enter into, execute, and deliver contracts with users of the Facility which extend beyond or relate to dates falling after the expiration of the term of this Agreement or any then-current Option Period, subject to the written approval thereof by the City.

(B) All contracts entered into by Contractor requiring the consent of the City under this Agreement shall contain an express provision acknowledging that the same is subject to the City's approval. All contracts entered into by Contractor shall provide that the same are assignable to the City and, notwithstanding any contrary provision hereof, upon termination or expiration of this Agreement for any reason, Contractor shall assign to the City and the City shall assume in writing, all then outstanding contracts affecting the Facility entered into by Contractor in accordance with the authority granted Contractor hereunder; provided, however, the City shall not be obligated to assume any contracts or agreements entered into by Contractor in violation of this Agreement. Furthermore, notwithstanding the foregoing, the City shall not assume and shall not have responsibility for any acts or omissions of Contractor with regard to such contracts or agreements prior to the termination of this Agreement except as a consequence to the City's failure to provide funds under this Agreement.

(C) Existing Third-Party Agreements. The Parties specifically acknowledge that there are existing leases, agreements, and arrangements between the City and third parties for the Museum or between Contractor and third parties. Contractor shall not interfere with non-assignable existing leases, agreements, and arrangements known to Contractor between the City and third parties without written consent from the City. The City shall assign all such assignable leases, agreements, and arrangements affecting the Museum to Contractor and Contractor shall have the exclusive option (if the City had such option) of renewing such leases, agreements, and arrangements that expire during the term of this Agreement and any extensions, Contractor is released from its obligation to make payments due after the effective date of this agreement or termination date of this agreement for assumed leases. City shall give Contractor written notice of existing leases, agreements, and arrangements.

**23. Naming Rights.**

(A) Museum Name. Under no circumstances, except for formal action by City Council, may the Museum's name be changed from "Corpus Christi Museum of Science and History".

(B) Donation Acknowledgement. Any donor recognition at the Museum shall be brought to the Advisory Board for review. The Advisory Board will submit to the City Manager a recommendation. If the City Manager does not approve, there will be no donor recognition. If the City Manager approves Contractor may proceed with the donor recognition. City may seek to establish a naming policy for Museum facilities which would require Advisory Board adoption and City Manager's approval.

- 24. Amendments** This Agreement may be amended or modified only by written amendment signed by both parties
- 25. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same or any other term or condition of this Agreement.
- 26. Compliance with the Law.** The Contractor shall comply with all applicable laws, rules, regulations, and ordinances relating to the use and operation of the Facility and the employment of its employees. The Contractor shall perform its obligations hereunder in good faith and in conformity with the standard to which a good operator would operate in similar circumstances. The Contractor shall require that all persons using the Facility or attending events therein comply with all legal requirements of all governmental authorities having jurisdiction.
- 27. Duty of Contractor.** The Contractor shall owe to the City a duty to perform its obligations under this Agreement and to conduct the management and operating of the Facility at all times with integrity and good faith and in a manner which is in the best interests of the Facility and the City and consistent with the terms of this Agreement, including any guidelines or instructions in Attachment A.
- 28. Funding Limitations.** The City recognizes and agrees that performance by Contractor of its responsibilities under this Agreement is subject to the City's provision of funds to Contractor as provided in Attachment A and is limited by the City's budget.
- 29. Taxes and Permits.**
- (A) The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other required taxes. Upon request, the City Manager shall be provided proof of payment of any taxes related to this Agreement within 15 days of such request.
- (B) The Contractor must obtain all permits or licenses necessary for the management of the Facility, including any permits or licenses related to the sale or distribution of alcoholic beverages at the Facility. When necessary, the City will assist the Contractor in obtaining such permits.
- (C) Contractor agrees to pay taxes of any kind, including any possessory interest taxes (unless exempt under Texas law), that may be lawfully assessed on or on account of the performance of this Agreement and to pay all other taxes, excises, licenses, permit charges, and assessments based on Contractor's use of the Museum that may be imposed upon Contractor by law, all of which shall be paid when such sums become due and payable and before delinquency. Contractor agrees not to allow or suffer a lien for any such taxes to be imposed upon the Museum or upon any equipment or property located there without promptly discharging such lien, provided that Contractor, if so desiring, may have reasonable opportunity to contest the validity of it. If Contractor intends to contest or to fail to pay when

due any tax or fee referred to in the preceding sentence, Contractor shall provide the City with at least 30-days' notice of that intention before the tax is due, explaining its reasons.

(D) Contractor shall collect and remit all sales tax required by law. Contractor shall be responsible for the payment of all sales tax collected. If Contractor intends to contest or to fail to pay when due any tax or fee referred to in the preceding sentence, Contractor shall provide the City with at least 30-days' notice of that intention before the tax is due, explaining its reasons.

30. **Notice.** Any notice required under this Agreement must 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 postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Esther Velazquez  
Assistant to the City Manager  
1201 Leopard St. Corpus Christi, Texas 78401  
361-826-3093

**IF TO CONTRACTOR:**

Friends of the Corpus Christi Museum of Science and History  
Attn: President  
Address: P.O. Box 4128, Corpus Christi, Texas 78459  
Phone: 630-287-0900

31. **Indemnification.** *Contractor (“Indemnitor”) shall indemnify and hold the City of Corpus Christi, its officers, agents, employees, and representatives (“Indemnitees”) harmless and defend the Indemnitees from and against any and all liability, loss, claims, demands, suits, and causes of action of any nature whatsoever on account of personal injuries (including death and Workers’ Compensation claims), property loss or damage, or any other kind of injury, loss, or damage, including all expenses of litigation, court costs, attorney’s fees, and expert witness fees which arise or are claimed to arise out of or in connection with this Agreement or the performance of this Agreement, regardless of whether the injuries, death, or damages, are caused or are claimed to be caused by the concurrent or contributory negligence of Indemnitees, but not if by the sole negligence of Indemnitees unmixed with the fault of any other person. Indemnitor must, at its own expense, investigate all*



***claims and demands, attend to the settlement or other disposition of such claims, defend all actions based thereon with counsel satisfactory to the City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind arising from any said liability, damage, loss, claims, demands, suits, or actions.***

***The indemnification obligations of the Indemnitor under this section shall survive the expiration or earlier termination of this Agreement. This indemnity specifically includes any claims brought related to the sale or service of alcoholic beverages.***

***CITY DOES NOT AGREE TO DEFEND, NOR INDEMNIFY, NOR HOLD HARMLESS, CONTRACTOR UNDER ANY CIRCUMSTANCES.***

**32. Liability of the City.** The City's obligations to Contractor under this Agreement shall be limited to the terms and conditions set forth in this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

**33. Termination.**

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or for failure to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter. In such event, the City shall pay the Contractor all fees and other sums due hereunder through and including the date of termination, otherwise such termination by the City shall be without penalty or liability.

(B) The City Manager may terminate this Agreement for convenience upon 60 days' advance written notice to the Contractor. In such event, the City shall pay the Contractor all fees and other sums due hereunder through and including the date of termination, otherwise such termination by the City shall be without penalty or liability.

(C) If the City elects to terminate funding for the operation and maintenance of the Facility, the City shall have the right to terminate this Agreement upon written notice to Contractor, such termination to be effective 60 days after such election to terminate. In such event, the City shall pay the Contractor all fees and other sums due hereunder through and including

the date of termination, otherwise such termination by the City shall be without penalty or liability.

(D) If the City's annual budget or other budget process results in a reduction of the funds available to be paid to Contractor hereunder, Contractor shall have the right to either accept such reduced funding or to terminate this Agreement by written notice to the City within 60 days following Contractor's notice of the reduction in funding.

#### **34. Facility Improvements and Alterations**

(A) Facility Improvements and Alterations. Contractor shall not under any condition make any facility improvement or alteration to the Museum, the Museum facilities, or Premises without prior approval from the City Manager. Any alterations or facility improvements made by Contractor to or on the Museum must be approved by City Manager.

(B) Approved Facility Improvements and Alterations. Any alterations or facility improvements made by Contractor to or on the Museum shall comply with any and all applicable local, state, and federal laws, rules and regulations, and Contractor shall obtain any required permits for such alterations and facility improvements.

(C) Title to Improvements. Except as otherwise provided in this Agreement, all appurtenances, fixtures, improvements, equipment, additions, and other property attached to or installed in the Museum during the Term shall be and remain the property of City and shall not be removed by Contractor without approval of the City Manager.

(D) Contractor's Personal Property. All furniture, furnishings, and articles of movable personal property installed in the Museum by or for the account of Contractor, without expense to City, and which can be removed without structural or other material damage to the Museum (all of which are in this Agreement called "Contractor's Property") shall be and remain the property of Contractor and may be removed by it subject to the delinquent taxes. At least ten (10) days prior to delinquency, Contractor shall pay all taxes levied or assessed upon Contractor's Property and shall deliver satisfactory evidence of such payment to City.

**35. Surrender of Improvements.** Upon expiration or termination of this Agreement, Contractor shall promptly surrender the Facility to the City, leaving to the City all equipment, supplies, manuals, books, records, and inventories that are the property of the City or that have been purchased from funds made available by the City, and Contractor hereby quitclaims, transfers, sells, assigns, and conveys to the City, without recourse, representation, or warranty, all right, title, and interest that Contractor may have to all improvements made to the Facility and all equipment, materials, supplies, inventories and all other property so purchased. All such items including equipment shall be returned in their original condition less only normal wear and tear. Contractor agrees to execute any and all documents necessary to evidence such transfer promptly upon request therefore by the City. Contractor shall also deliver all documents, records, and other work product generated by Contractor for the City during the term of this Agreement.

36. **Liens.** Contractor shall keep the Museum and Personal Property free from any liens arising out of any work performed, material furnished or obligations incurred by or for Contractor and any other liens or encumbrances.
37. **No Hazardous Materials.** Contractor covenants and agrees that neither Contractor nor any of its agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, or disposed of in, on, or about the Property, or transported to or from the Property, provided that Contractor may use such substances in such limited amounts as are customarily used in the operation and maintenance of a Museum so long as such use is in compliance with all applicable Environmental Laws. Each party shall immediately notify the other party if and when such party learns or has reason to believe there has been any Release of Hazardous Material on or about the Property.
38. **Continuation of Performance.** In the event of termination of this Agreement, Contractor, at the City's option, shall continue to perform under the provisions of this Agreement for a reasonable time, not to exceed six months, as determined by the parties to enable the City to make arrangements for a successor as operator of the Facility.
39. **Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
40. **Breach.**
- (A) Each of the following shall constitute breach under this Agreement:
- i. Failure to pay when due any amount required to be paid under this Agreement, if the failure continues for, in respect to any regularly scheduled payment due hereunder, ten days after notice has been given to the breaching party, or in respect to any payment due hereunder which is not a regularly scheduled payment, 30 days after notice has been given to the breaching party.
  - ii. Failure to perform any other obligation under this Agreement (including Contractor's failure to meet the standards of performance stated in Attachment A), if the failure to perform is not cured within 30 days after notice has been given to the breaching party, except that if the breach cannot reasonably be cured within 30 days, a breach shall not be deemed to have occurred if the breaching party begins to cure the breach within the 30 day period and diligently and in good faith continues to pursue the cure of the breach and actually cures the same within 60 days following such notice.
  - iii. Any representation or warranty of Contractor contained herein which shall be knowingly false or misleading in any material respect as of the date made or deemed to have been made.

- iv. The Contractor shall (A) admit in writing its inability to pay its debts as they become due or (B) file a petition in bankruptcy or for the reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in bankruptcy against it which is not contested and discharged within 60 days, or (C) make an assignment for the benefit of creditors, or (D) consent to an appointment of a trustee or receiver for all or a major portion of its property, or (E) be finally adjudicated bankrupt or insolvent under any federal or state law, or (F) suffer the entry of a court order, under any federal or state law, appointing a receiver or trustee for all or a major part of its property or ordering the winding up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order, if not consented to by it, shall not be vacated, denied, set aside or stayed within 60 days after the date of its entry, or (G) suffer the entry of a final judgment for the payment of money and the same shall not be discharged or a provision made for its discharge within 30 days from the date of entry thereof or an appeal or other appropriate proceeding for review thereof shall not be taken within said period and a stay of execution pending such appeal shall not be obtained, or (H) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property and such writ or warrant of attachment or similar process is not stayed or is not released within 45 days after its entry or levy or after any stay is vacated or set aside, or (I) suffer the placing of a judgment lien on its property and failure to cause such lien to be released and discharged within 45 days from the date such lien took effect.
- v. Contractor shall conceal, remove or permit to be concealed or removed, any part of its property with the intent to hinder, delay, or defraud its creditors or shall make any transfer of any of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or suffer or permit while insolvent any creditor to obtain a lien upon its property through legal proceedings, which lien is not vacated within 30 days from the date thereof.
- vi. Contractor shall create, assume, or suffer to exist any mortgage, lien, charge of security interest, or other encumbrance whatsoever relating to this Agreement or its rights and obligations under this Agreement, except any pledge or other encumbrance of the fees due Operator pursuant to this Agreement.

(B) Each party shall promptly notify the other of any acts or omissions believed to be a breach by the other under this Agreement. In order to be effective, a notice of breach must be timely given, must state that it is a notice of breach, and must specify in reasonable detail the acts or omissions alleged to constitute a breach of this Agreement. Notice of breach is considered timely if given to the other party within 30 days after the non-breaching party learned, or reasonably should have learned, about the breach.

(C) If breach occurs and is not waived in writing by the non-breaching party, then the non-breaching party shall have the following remedies which are not exclusive but cumulative in addition to any other remedies now or later allowed by law:

- i. The right to cure, at the breaching party's cost and expense, any breach;
- ii. The right to sue to collect any sums not paid when due;
- iii. The right to sue to collect damages suffered by the non-breaching party by reason of the occurrence of a willful breach other than breach in the payment of money;  
or
- iv. The right to terminate this Agreement.

**41. Right of Ingress and Egress.** Contractor acknowledges that the City shall have the right to enter the Facility and grant to others the right of ingress and egress to and from the Facility for purpose of inspection thereof or the conduct of capital improvements and for other purposes. The City agrees to coordinate such entry with Contractor so as to minimize interference with scheduled activities at the Facility.

**42. Intellectual Property Rights.** Pursuant to the terms of this Agreement, the Contractor has agreed to advertise, promote activities, market and conduct public relations for the Facility. Contractor covenants and agrees, subject to the reasonable consent of the City, to develop all intellectual property rights required for the advertisement, promotional activities, marketing and public relations for the Facility. Any and all intellectual property rights including, without limitation, all names and logos for the Facility, shall be the sole and exclusive property of the City. Contractor hereby conveys to the City, without recourse, representation or warranty, any right, title and interest that Contractor may have in and to any such intellectual property rights, including, without limitation, all rights of common law, copyrights, rights of copyright renewal, trademarks and trademark rights, and Contractor agrees to execute any documentation reasonably required by the City to evidence such transfer. The City hereby grants Contractor a license during the term of this Agreement to use and to grant to others the right to use the intellectual property rights in connection with advertising, promotional activities, marketing and public relations for the Facility.

**43. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

**44. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. This Agreement and its attachments

- B. The solicitation document, including addenda (Exhibit 1)
- C. The Contractor's response (Exhibit 2)

- 45. **Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 46. **Conflict of Interest.** Contractor 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 the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>
- 47. **Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 48. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 49. **Force Majure.** Neither party shall be in default hereunder or liable to the other for failure to perform where such default or failure is the result of acts of God, war, or any other similar cause outside of the reasonable control of the party who asserts that default or failure to perform is excused under this Section; provided, that in no event shall the provisions of this Section extend to any default or failure to perform due to labor shortages or strikes or economic hardship. In the event of a delay in performance excused by the operation of this Section, such delay shall only be for the period which the party claiming the delay was actually delayed in the performance of its obligation by the event outside of its reasonable control.
- 50. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page to Follow]

**CONTRACTOR** FRIENDS OF THE CORPUS CHRISTI MUSEUM OF SCIENCE & HISTORY

Signature: BY [Signature]

Printed Name: JIM MOLONEY

Title: PRESIDENT

Date: 8-8-18

**CITY OF CORPUS CHRISTI**

Signature: Kim R Baker

Printed Name: KIM BAKER

Title: Asst. Director of Financial Services

Date: 8.29.18

ATTEST: Rebecca Huerta  
REBECCA HUERTA  
CITY SECRETARY

**APPROVED AS TO LEGAL FORM**

[Signature] 8-17-18

Assistant City Attorney Date

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work and its Exhibits
- Attachment B: Pricing Schedule
- Attachment C: Insurance Requirements

**Incorporated by Reference Only:**

- Exhibit 1: RFP No. 1703
- Exhibit 2: Contractor's Proposal Response

M2018-15 AUTHORIZED  
BY COUNCIL 8/28/18  
[Signature]  
SECRETARY

## **Attachment A - Scope of Work**

### **1.1 General Requirements**

1. Background. It is the City's intention that the Museum of Science and History (Museum) be operated in a First-Class and fiscally responsible manner with the objectives of creating a modern edutainment Museum that will appeal to both children and adults while maintaining the established history and science mission of the Museum, as well as the certification and accreditation; minimizing financial operating requirements from public funds; and, in general, maximizing the utilization of the Museum for the benefit of the City, while minimizing, to the extent practical, the net cost to the City. First-Class means quality of the best; the finest; the highest class, grade, or rank; and highest distinction with respect to the operation, management, marketing, and promotion of the Museum, including but not limited to: professional promotion and marketing efforts; service-oriented guest and tenant services; premium food and beverage services; timely repairs, maintenance, and cleaning of building, equipment, and grounds; positive, safe and secure Museum for patrons and employees.
2. Museum Mission. The mission of the Corpus Christi Museum of Science and History is to present the story of the cultural crossroads of the New World. With a unique confluence of natural history, science, people and environments, the South Texas area has served as a stage for the ongoing discovery of the Americas. Through innovative programs in history, culture, and science, the Museum is committed to enlarging a shared understanding of our history and heritage as well as the impact and importance of science to our lives. By telling this story, the Museum will inspire a thirst for knowledge, context, and understanding. The Contractor shall manage and operate the Museum as a museum, consistent with the Museum's Mission and Long-Range Plan, with emphasis on the Museum's scientific and educational purposes and programs. Management and operation of the Museum includes selection of new interactive displays, reconfiguration of certain exhibits for presentations to the public, redesigning of floor layouts, devising a higher and best use for outdoor events, and designing special event spaces for both indoor and outdoor use.
3. Internal Strategic Objectives. Internal Strategic Objectives means the thoughtfully constructed plan employed to achieve the Museum's Mission. The following strategic objectives are used to operationalize the Museum Mission:
  1. Corpus Christi Museum of Science and History will build programs around three basic themes: Humans, the Environment, and Science.
  2. How the human migration, cultural encounters, and interactions shaped the unique human character of South Texas and, in turn, how South Texas has influenced the world.



3. How environmental features and resources have been linked to the human migrations, settlements, and physical exploitation of South Texas resources.
4. What science tells us about the unique natural world of South Texas and how can we best conserve our unique resources.
4. Collection. The Museum will collect and preserve unique specimens, artifacts, and ephemera which illuminate our three basic themes and support innovative programming. To create new knowledge, Museum Collections and resources will be shared with the public and researchers. Museum Collection means objects that form the core of the Museum's activities for exhibitions, education, research, etc. All objects in the Museum Collection are included in the Museum Inventory.
5. Promotion. The Museum will promote an open and inclusive atmosphere of learning by encouraging the use of its physical facilities for special events, meetings, and other community gatherings. The Museum will commit itself to sharing knowledge with the next generation by actively promoting programming and field trip policies which encourage participation by K-16 school groups.
6. Advisory Board. The Advisory Board for Corpus Christi Museum of Science and History Advisory Board was assembled under the authority of City Ordinance 2-90. The Advisory Board is comprised of nine voting members appointed by the Mayor, with consent of Council. The Advisory Board serves as an advisor to the Museum and to the City Council in matters of support and development of the Museum. The Advisory Board may adopt comprehensive policies relating to management of collections, acquisitions for the collections, disposition and deacquisition of objects in and for the collection, and use of Museum facilities. City Council remains the governing authority for the Museum. The Advisory Board currently meets on a bi-monthly basis.
7. Non-Profit Support Organizations. At times there will be non-profit organizations that will provide support to the Museum. The Contractor shall cooperate and engage with these groups that are designed to support the Museum and its mission.

## **1.2 Scope of Work**

### **A. Management and Operation of Premises and Personal Property**

1. Premises. Subject to the terms, covenants, and conditions set forth in this Agreement, Contractor shall exclusively manage and operate the Museum, comprising (a) Museum and all facilities as described in Exhibit A ("Museum Premises"), and (b) the parking lot as described in Exhibit B. Together the

Current Museum Premises and the parking lot shall be referred to collectively in this Agreement as the "Premises."

2. Personal Property. Subject to the terms, covenants, and conditions set forth in this Agreement, the City agrees to provide, at no cost to Contractor, use of personal property located at the Museum necessary to the operation and maintenance of the Museum. Contractor shall maintain all such Personal Property in good condition and repair, subject to Preexisting Conditions, and shall replace with items of good quality any of the Personal Property that becomes inoperable or unusable if such item is necessary for the operation of the Museum in Contractor's reasonable discretion. A preexisting condition is any condition of disrepair, structural weakness, latent defect or other fault of any part of the Property, or any noncompliance of any part of the Property with any applicable local, state or federal law, that existed on or before the Effective Date of this Agreement, except that such condition or noncompliance is not a pre-existing condition if either party knew of its existence on or before the Effective Date of this Agreement.
3. Inventory. The City will provide Contractor with a video inventory of the Personal Property located at the Museum. Transferred Personal Property shall remain property of the City.

#### **B. Use of the Premises**

1. Required Use. The Contractor shall use and continuously occupy the Property during the Term of this Agreement for the operation of a public museum and related and incidental purposes and programs, including but not limited to conservation, education, enterprise operations, and visitor services, in accordance with this Agreement, the Museum's Mission and the Long-Range Plan. Notwithstanding the above, the parties intend that the Museum can also be used as an event space for catered groups, weddings, business meetings, and similar high margin events. Premises means the real property and improvements and Property means the premises and personal property, collectively. Exhibit A provides an aerial view of the Museum Premises.
2. Prohibited Use. The Museum may not be used in any way prohibited by policy adopted by Advisory Board and approved by the City Manager. Any dispute concerning prohibited use will be resolved by decision of the City Manager. The Contractor shall have no authority to make any alterations or any capital improvements to the Facility without the prior written consent of the City. Should Contractor be responsible for any public works projects at the Facility, Contractor shall require payment bonds for any projects over \$50,000 and performance bonds for any projects over \$100,000. Any required bonds shall require City approval. Any contracts for construction of public works at the Facility must comply with Chapter 2258 of the Texas Government Code, or its successor, as amended.

3. No Illegal Uses or Nuisances. Contractor shall not use or occupy any of the Premises, and shall not permit the use or occupancy of it, in any unlawful manner or for any illegal purpose, and shall not permit to be carried on any activity that would constitute an actionable nuisance under the laws of the State of Texas. Contractor shall take all reasonable precautions to eliminate any nuisances or hazards relating to its activities on or about the Premises, except as to Preexisting Conditions.
4. Parking Lot Use. Contractor shall have exclusive use of primary parking lots 25 and 26 identified in Exhibit B. Secondary lots 1,2,3,5, & 10 identified in Exhibit B are for exclusive use of the American Bank Center. Secondary lots identified in Exhibit B may be used with consent of the entity with control of the parking lots. Contractor shall not be responsible for existing violations of the Code or any other local laws regarding the Museum Parking Lot.

### **C. Accreditation, Certification, Licensing and Permits**

1. Required Accreditation and Certification. Throughout the Term (including any extensions), Contractor shall cause the Museum to be at all times (a) accredited by the American Association of Museums (AAM) or its successor as the nationally recognized agency for accrediting Museums; and (b) certified as an Archeological Repository by the THC. In addition, Contractor shall be responsible for any reaccreditation and recertification that may be required during the term of this agreement. Any failure on the part of Contractor to comply with this article shall constitute a material breach of this Agreement. Current accreditation and certification are shown in Exhibit C.
2. Licenses and Permits. All licenses and permits currently held by the City in connection with the operation of the Museum are shown in Exhibit D. Subject to any necessary approvals, the City agrees to transfer all such licenses and permits to Contractor, and Contractor and the City shall use their best efforts to either have those licenses and permits legally transferred to Contractor or to have them canceled upon Contractor's obtaining replacement permits or licenses in its name if transfer is not possible except that certain licenses and permits shall remain in the possession of the City and under the City's name, and Contractor shall be authorized as the agent of the City to perform such services under such licenses and permits as are required in the operation of the Museum to the extent permitted by applicable law, if such licenses or permits are required to be held by a governmental entity and/or owner of the Premises or for such other reasons as may be agreed to by the parties. Upon any termination of this Agreement for any reason, Contractor shall transfer all licenses and permits back to the City and Contractor shall use its best efforts to assist the City with the documentation of any such transfer or reapplication for any such permit or license to be held in City's name after such termination.

3. City Representations. City represents and warrants to Contractor that the accreditation by the AAM and certification as an Archeological Repository by the Texas Historical Commission (THC) or its successor as the state agency for historic preservation.
4. Licenses and Permits. THC, and all licenses and permits which are being assigned to Contractor, are not currently in default, that City is not aware of any default that exists with respect to these items, that City has complied with the terms and conditions of the certifications, accreditations, licenses, and permits, and they are current with respect to any and all payments.

#### **D. Museum Collection Management**

1. Collection Inventory. Contractor will be responsible for maintaining the inventory of the Museum's collections. The City will provide Contractor with an electronic document and video inventory of the Museum's collection on record. If there is a discrepancy between the video inventory and electronic document inventory, the video inventory shall control.
2. Collection Management Policy. The Museum's current Collection Management Policy was adopted September 2005. Contractor shall follow the current Collection Management Policy in Exhibit E. Any provision in the Collection Management Policy that conflicts with this Agreement, the provision in this Agreement shall control. Any dispute regarding the Collection Management Policy can be submitted to the City Manager for approval. The City Manager's decision will be controlling as to any dispute.
3. Deaccession of Collection. The Contractor shall follow the current Deaccession Process in Exhibit F for acquisitions, deaccession and disposal of the collection. If the collection Management Policy is updated, the Contractor shall follow the most current version.
4. Acquisitions, Loans, and Destructive Analysis of Collections. All Acquisitions, Loans and Destructive Analysis shall be conducted in compliance with the Museum's currently adopted Collection Management Policy found in Exhibit E.

#### **E. Admissions**

1. Admissions Fees. Admissions fees shall be set at their current rates shown in Exhibit G. Museum admissions charges are set in accordance with City of Corpus Christi Code of Ordinance 36-6.
2. Access. Contractor agrees to operate the Museum with the goal of providing the widest possible access to the Museum to the general public, at an affordable cost.

3. Admissions Tax. The Parties acknowledge that no City admission taxes are currently charged on Museum admission. The Parties further agree that the Museum will continue to be exempt from City admission taxes, so long as similar facilities are exempt from such taxes. This is not a waiver of the City's portion of the applicable Sales Tax.

## **F. Advertising**

1. Museum Advertisement. Contractor may purchase or create advertisement for the Museum. Museum advertisement materials should be presented in an objective, fair and accessible manner. Advertising campaigns should be justified and undertaken in an efficient, effective and relevant manner. All advertisements shall be in compliance with federal, state and local laws.
2. Advertisement Reimbursement. Contractor shall keep record for all advertising expenditures and submit itemized expenditures to the City bi-annually. The City shall reimburse Contractor up to \$50,000 in advertising expenditures per Fiscal Year, subject to availability of funds in the Hotel Occupancy Tax fund. City agrees to submit this amount as part of the proposed budget for Hotel Occupancy and Tax Fund. Reimbursement payment for advertising expenditures shall be made to Contractor on or before the thirtieth (30th) day following the 6th month of the Fiscal Year and at the end of the Fiscal Year, if available. Fiscal Year means a 12-month period beginning on October 1 of each calendar year and ending on September 30 of the following calendar year. The City may change its Fiscal Year in which case the city must notify Contractor of the change in writing at least 120 days before the end of the Fiscal Year in which the change will occur and the definition of Fiscal Year in this Agreement shall automatically change to reflect the new definition of the City's Fiscal Year.
3. Use of Hotel Occupancy Tax Funds. Use of hotel occupancy funds is limited to those activities that, comply with Texas Tax Code Chapter 351 (<http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.351.htm>), including without exception, the following requirements, herein referred to as "Activities":
  - a. advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
  - b. the activities are in the categories that are eligible for funding as described in Section 351.101(a)(3) of the Texas Tax Code,;
  - c. the activities promote both tourism and the convention and hotel industry within the City of Corpus Christi.
4. Completion Report. Contractor must submit to the Contract Administrator a completion report ("Report") each year, no later than thirty (30) days following the end of each City fiscal year which year ends September 30. The Contract

Administrator, shall review this Report to verify whether the Grant funding provided to Contractor was spent in accordance with the requirements in this Agreement. The Report must include the following criteria:

- a. Written assurance to City that all Activities funded by the City Hotel Occupancy Tax funds served to promote tourism to the community. This shall be evidenced by providing the City with a written description of Contractor's marketing or advertising strategy.
- b. For all Activities funded by the City, Contractor must submit to the City a written estimate of the number of Contractor's Activities attendees that reside outside the territorial limits of the City of Corpus Christi. This may be accomplished using a visitor log, by tallying the number of out-of-town billings or by listing the out-of-town mailing addresses gathered through the ticket sales process.
- c. An estimate of the total Activities attendance.

### **G. Catering**

1. Outside Caterers. Outside caterers include any caterer entering into an Outside Catering Agreement to provide catering services at the Museum for a single event. The Contractor will establish minimum commissions and/or fees, insurance and security deposits required in order for an Outside Caterer to operate at the Museum. Outside Caterer will pay the Contractor immediately following their catering event based on the Outside Catering Agreement with that Outside Caterer and Contractor.
2. Outside Catering Agreement. A written agreement between Contractor and an Outside Caterer is required for each event to be held at the Museum.

### **H. Maintenance**

1. General Maintenance. Contractor shall be responsible for the repairs and maintenance, identified in Exhibit H. The City shall be responsible for the repairs and maintenance identified in Exhibit H. Contractor shall maintain the Museum in a clean, safe, sanitary, and slightly condition, and as necessary to maintain all licenses and accreditations; provided, however, that such obligation shall not, except as specifically set forth in this Agreement, require Contractor to repair or otherwise remedy a Preexisting Condition. Contractor shall employ sufficient personnel to maintain the Museum to the standard of a First-Class Museum.
2. Routine Repair and Maintenance Contractor shall be responsible for all ordinary maintenance and repair of the Museum facilities and equipment, and replacement of supplies that are normally performed on a day-to-day, periodic, or routine basis to keep such facilities and equipment in a good, clean, efficient, and safe condition. Routine Repair and Maintenance shall include such minor improvements to the grounds, gardens, adjacent parks

and landscaped area, the buildings, structures, equipment, and facilities of the Museum as are necessary in the reasonable discretion of Contractor to improve appearance and management. However, Routine Repairs does not apply to the City's duty to maintain the building and fixtures, or City expenses to be provided under this Agreement. In addition, all interactive exhibits must be kept in working order.

3. Random Inspection. Random inspections will be made by a designated City employee to inspect the general maintenance of the Museum. Any deficiencies will be reported to Contractor. Contractor shall take the necessary action to remedy the deficiency in a timely fashion.
4. In-Kind Maintenance. In-Kind Maintenance can be provided by the City for repairs that are necessary for public health and safety including emergency repairs, non-routine and non-preventative maintenance. In-Kind Maintenance requires City Manager approval. Any time the Museum requires In-Kind Maintenance, the Museum Director shall submit an In-Kind Maintenance request to the City Manager. Upon City Manager approval, the City shall make the necessary repairs. In-Kind Maintenance shall include City labor, materials, and indirect maintenance services in substantially the same manner of maintenance support that is currently provided by the City to the Museum. If the City Manager denies the In-Kind maintenance request, Contractor shall be responsible for the repairs.

## **I. Governance**

1. Organization. The Museum shall be operated under the organizational chart set out in Exhibit I. The Governance may be changed by Contractor 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 designee and subsequent written approval.
2. Staff. Contractor shall maintain a professional and qualified staff necessary to operate the Museum in accordance with the American Alliance of Museums Core Standards for Museums to assure the success of the museum and achieve its mission. The Contractor shall provide a Museum Director that shall be in place at all times as the single point of contact for the City. This Director will manage the day to day operations and oversee the contractual requirements. The Director shall have a minimum of a bachelor's degree and extensive experience in Business, Business Development, and Management including a minimum of five years in a key leadership position with museum based experience. The Director shall be a museum professional that maintains the mission of the Museum, as well as the certification and accreditation.
3. Corporate Management. The Contractor's corporate management team must take an active oversight role in the management of the Museum and

make periodic visits to the Museum to check on the operation. Corporate Management shall also diligently work to keep qualified staff in place to manage the Museum and resolve all issues in a timely manner.

## **J. Reporting**

1. Annual Plan. At least thirty days for the first year and then sixty days for subsequent years prior to the beginning of each the City's Fiscal Year, Contractor shall, 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:
  - a. An evaluation of existing exhibits,
  - b. A description of major programmatic changes planned at that time for the ensuing year; and
  - c. Any proposed changes in fees at the Museum.
2. Annual Independent Audit. Within sixty days after the end of each Fiscal Year, Contractor shall arrange for an audit of its books and records by an independent, certified public accountant; this audit shall be conducted under this Agreement and shall cover the previous Fiscal Year. Contractor shall deliver to the City Manager an original, signed copy of each such annual audit, by the earlier of: (1) thirty days after the completion of such auditor; or (2) ninety days after the end of the Fiscal Year covered by such audit.
3. Quarterly Reporting Requirements. Contractor shall, 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 Contractor at the Museum for the preceding quarter. This quarterly Report will also include upcoming events at the Museum for the ensuing quarter.
4. Monthly Reporting Requirements. Contractor shall, 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. Contractor shall submit monthly a summary of revenue and accounting of costs.
5. Bi-weekly Report – a bi-weekly informal Director's Report will be required. The format and content will be established by the Contract Administrator.
6. Operations Manual the Contractor shall develop an operational manual which contains terms regarding the management and operation of the Museum, including detailed policies and procedures to be implemented in operating the Museum, as agreed upon by both the City and Contractor. The



parties acknowledge that to the extent that such manual contains any proprietary information of Contractor (e.g., Contractor-wide (not Museum-specific) operating policies, procedures and/or software); such information shall remain the property of Contractor. The manual should also include emergency procedures for protecting the museum and its collection. The manual shall be kept at the Museum during the term of this Agreement.

### **1.3 Work Site and Conditions**

#### **A. City Paid Expenses**

1. City Provided Services. The City will provide Information Technology Services/Computers, Building Maintenance Service, Grounds Maintenance, Property Insurance, Elevator Maintenance and Utilities.
  - a. Informational Technology Services. The City Informational Technology (IT) Department shall assist in the delivery of quality products and services by managing the enterprise data centers and by providing connectivity & customer services that will allow for the optimum usage of enterprise data as well as effective and efficient data, voice and video communications at the Museum.
  - b. Computers. The City shall procure computers for the Museum during the term of this Agreement. The procurement includes eleven laptop computers with work station, five desk top work stations, three switches, and one router. Contractor will have full use to the computers provided under the Agreement.
  - c. Building Maintenance Service. The City Asset Management Department shall provide the labor for routine repairs and preventive maintenance for the Facility as identified in Exhibit K. Contractor shall be responsible for maintenance as identified in Exhibit K
  - d. Grounds Maintenance. The City will provide grounds maintenance around the premises of the Museum.
  - e. Property Insurance. The City will provide property insurance as outlined in Exhibit J.
  - f. Elevator Maintenance Procurement. The City is a party to Agreement for Elevator Maintenance and Permitting. The City shall procure elevator maintenance and permitting for the Museum during the term of this agreement. The Museum elevators will be maintained during Contractor operation of the Museum by the City.
  - g. Electricity. The City shall pay the energy provider for Electricity provided to the Museum up to \$235,000 per fiscal year. For the Electricity cost that exceed \$235,000 in a fiscal year, the City shall bill Contractor for reimbursement.
  - h. Water, Gas, and Waste Water. The City shall provide the Water, Gas, and Waste Water to the Museum. Contractor is not responsible for Water, Gas,

and Waste Water.

## **B. Purchasing Procedures and existing Procurements.**

1. Purchasing. The Contractor shall have the authority and discretion as to the purchase of all equipment, materials, supplies, and inventories reasonably required by it but shall endeavor to make all such purchases at the best price available, considering the quantities required and the quality desired. In doing so, Contractor must comply with prudent purchasing practices. The Contractor may purchase or procure services from Affiliates of the Contractor, provided that the prices charged and the services provided are competitive with those obtainable from unrelated parties rendering comparable services. Contractor shall, at the City's request, provide reasonable evidence establishing the competitive nature of such prices and services. Prior to engaging any of its Affiliates, Contractor shall notify the City, and the City may require the Contractor to obtain at least two other competitive bids for unrelated parties to ensure that such services are being provided on competitive terms.
2. Multifunction Copier Procurement. The City is a party to an Agreement for a multifunction copier. The City shall procure a multifunction copier for the Museum during the term of this Agreement. Contractor will have full use to the multifunction copier provided under the Agreement. Contractor will pay the vender directly for service. The City shall bill Contractor monthly for reimbursement if Contractor fails to pay vender.
3. Dumpster Procurement. The City is a party to an Agreement for dumpsters. The Museum will be have use of this dumpster service. Contractor will pay the vender directly for service. The City shall bill Contractor monthly for reimbursement if Contractor fails to pay vender.

### **1.4 Management Fee**

The Management Fee is comprised of two components, the first is the revenue that is generated by the Museum's operation. The revenue for past years is shown in Exhibit K. The Contractor will be allowed to retain all revenue produced by the Museum's operation. The second component of the Management Fee is the supplemental amount that is shown in Attachment B Pricing Form that was provided by the Contractor and represents the amount on top of the revenue that is needed by the Contractor to operate the Museum. The Management Fee shall cover all costs of operating the Museum by the Contractor with the exception of those items identified as being provided by the City. No additional compensation will be provided. Exhibit L identifies the currently known expenses to operate the Museum and is provided for reference only. The amount of the supplemental Management Fee shown in Attachment B Pricing Form has a not to exceed value and will graduate down by five percent over time, therefore the Contractor shall find ways to enhance the museum attendance and put forth efforts to obtain grants,

underwriting, sponsorships and any other funding sources to help support the cost of the Museum.

# **Scope of Work Exhibits**

**EXHIBIT A - MUSEUM PREMISES**



# EXHIBIT B - PARKING LOT DIAGRAM



## EXHIBIT C - ACCREDITATION AND CERTIFICATION



**American  
Alliance of  
Museums**

February 1, 2013

Director  
Corpus Christi Museum of Science & History  
1900 N Chaparral St  
Corpus Christi, TX 78401-1114

On behalf of the Accreditation Commission and Program staff, congratulations on your appointment as the new Director of the Corpus Christi Museum of Science & History. The museum is one of almost 1,000 museums nationwide recognized through AAM accreditation for its commitment to excellence and high professional standards. I have enclosed some of our program literature for your reference, and encourage you to visit our web site at [www.aam-us.org](http://www.aam-us.org) for additional information.

The Corpus Christi Museum of Science & History was first granted accreditation in 1973, and was successfully reaccredited in 1988, 2001 and 2011. The museum's next self-study due date is November 1, 2025.

I would also like to welcome you as a member of the accreditation peer reviewer roster—a benefit of accreditation. As the new director of an accredited institution, you are automatically a member of the Alliance peer reviewer roster, eligible to serve on Visiting Committees for accreditation reviews. This is an excellent chance to pick up new ideas from your peers and take them home to your museum, network with peers at sister institutions, and actively participate in Alliance's efforts to advance standards and best practices. Periodically my staff may approach you with the opportunity to serve on a given museum's review team. You are under no obligation to accept these assignments, of course, but I hope you consider trying this out.

The enclosed *Frequently Asked Questions for New Accreditation Peer Reviewers* will answer many questions you likely have at this point. There is also some information on page 40 of the enclosed copy of *A Higher Standard: The Museum Accreditation Handbook*. The Peer Review Program staff will be in touch with you directly in the next few weeks giving you more information.


Please do not hesitate to contact the staff at (202) 289-9116 or [accreditation@aam-us.org](mailto:accreditation@aam-us.org) with questions about any aspect of the museum's participation in the Accreditation Program. We look forward to working with you and your staff, and wish you the best of luck in your new position.

Sincerely,

Dana Twersky  
Assistant Director, Accreditation

**CURATORIAL FACILITY CERTIFICATION PROGRAM**  
**Benchmarking Excellence**

**WRITTEN NARRATIVE REPORT AND RE-CERTIFICATION RECOMMENDATION**  
To be completed by CFCP Coordinator

<u>Corpus Christi Museum of Science and History</u>	<u>Bradford M. Jones</u>
Curatorial Facility	Field Reviewer
<u>1900 N. Chaparral Street</u>	<u>P.O. Box 12276</u>
<u>Corpus Christi, TX 78401</u>	<u>Austin, TX 78711-2276</u>
Mailing Address	Mailing Address
<u>361-826-4667</u>	<u>512-463-5865</u>
Telephone (area code and number)	Telephone
	<u>512-463-8927</u>
Fax (area code and number)	Fax (area code and number)
<u>Jillian Becquet</u>	<u>brad.jones@thc.state.tx.us</u>
Contact	Email
<u>JillianB@ectexas.com</u>	<u>July 2-3 &amp; August 31, 2015</u>
Email	Date of Field Review
	
Signature of CFCP Coordinator	





## INTRODUCTION

The Corpus Christi Museum of Science and History (CCMSH) was the first curatorial facility in the State of Texas to be entrusted by the Texas Historical Commission's (THC) Certified Curatorial Facility Program (CFCP) to curate state associated Held-In-Trust (HIT) collections. The museum, which is also the formal Maritime Curation Facility for Texas, currently houses two of the state's most significant shipwreck collections: the HIT 1554 Shipwrecks and the *La Belle* shipwreck that is the property of France and managed by the THC. In addition, the museum currently holds multiple site collections from permitted terrestrial and marine archeological projects that are HIT in addition to the museum sizable collection of regionally acquired historic material. CCMSH is a significant state and regional resource for curation and research.

Since being certified on October 28, 2005, CCMSH has consistently filed an Annual Report to the CFCP coordinator, detailing acquisition and accessioning, loans, analysis, or changes in the status of the HIT properties. In all respects, CCMSH continues to meet the standards and expectations of the CFCP program. As detailed below, over the last 10 years CCMSH has continued to improve the management and care of the HIT collections, even though several changes in the administration of the museum and the staff have occurred. Throughout this period the Museum has worked closely with THC to insure that any requests for loans, images, or research on HIT collections are properly addressed and in compliance with CFCP standards. As the curatorial repository for the *La Belle* artifacts, CCMSH has been an important partner in facilitating the ongoing analysis of the collection, and as the primary loan institution handles the annual renewal of loans to the Odyssey Museum members, the Bullock State History Museum, and other museums exhibiting *La Belle* artifacts.

When it was initially certified the CCMSH was identified as having two Deficiency Factors due to substandard policies and substandard procedures (See Attachment 1). Since that time, CCMSH has instituted changes to their Collection Management Policy and to their procedures that address all of the deficiency factors identified. At this time, CCMSH has no pre-existing deficiency or disabling factors, or any that were newly identified, that would affect the facility's eligibility for re-certification.

The following sections briefly address each of the nine main areas of focus discussed in the attached copy of the CFCP Written Narrative Report recommending certification for CCMSH: governance, finance, policies, procedures, physical facilities, staff, visiting scholars and researchers, records management, and collections care.

## GOVERNANCE

The CCMSH meets all CFCP requirements regarding governance. However, since the initial certification, the Museum has undergone a change in its daily operational organization. Though the Museum remains organized as an administrative department under the City Council of Corpus Christi, managerial oversight of the facility has been assumed by a private management firm, though still through the auspices of an appointed Advisory Committee. Working in

tandem, the Advisory Committee and director share the responsibility of operating the Museum under established and approved policies and procedures.

## **FINANCE**

The CCMSH continues to meet all CFCP requirements regarding finance.

## **POLICIES**

As noted in the introduction, when CCMSH was originally certified the field reviewer requested that the policy statements in the Museum's Collection Management Policy (CMP) be revised to match recommendations and minimum standards set forth by the CFCP certification process. These revisions have been done and were reviewed and approved by the CFCP coordinator Elizabeth Martindale in 2007.

Therefore, CCMSH now meets all CFCP requirements regarding Policies.

## **PROCEDURES**

As noted in the introduction, when CCMSH was originally certified, the field reviewer requested that the written procedures be revised to match recommendations and minimum standards set forth by the CFCP certification process. These revisions have been done and were reviewed and approved by the CFCP coordinator Elizabeth Martindale in 2007.

Therefore, CCMSH now meets all CFCP requirements regarding procedures.

## **PHYSICAL FACILITIES**

Physical facilities were considered sufficient to meet all CFCP requirements at the time of certification, and CCMSH continues to meet all CFCP requirements regarding Physical Facilities. As noted below under Collections Care, the location of the HIT and *La Belle* collections has been changed to the main collections storage area which has an improved HVAC system providing an enhanced physical environment for the collections.

## **STAFF**

At the time of certification and until 2013, the museum was under the direction of Richard Stryker. As noted in the governance section, the daily management of the Museum has since been contracted to a private management company and now Carol Rehtmeyer is the Museum Director.

In addition to the change in director, the CCMSH has seen a reduction in staff due to changing budgetary constraints. Until 2014, CCMSH had both a dedicated curator/collections manager

and a registrar involved in the curation of the Museum collections. Since that time, these roles have been combined in one staff position. Currently Jillian Becquet is the Collections Manager/Registrar. Ms. Becquet has a master degree in Museum Sciences from Baylor University and has proven highly effective since assuming the role.

The CCMSH continues to meet all CFCP requirements regarding procedures.

### **VISITING SCHOLARS AND RESEARCHERS**

The CCMSH continues to meet all CFCP Visiting Scholar and Researchers Requirements. As described under Collections Care, the relocation of the HIT and *La Belle* collections to the second floor has improved access for interested researchers by situating them closer to the materials as well as in an improved work space. Up to this point the Museum has been able to assist any researcher requesting access to HIT or the *La Belle* collections, but there is some measure of concern on the part of the CFCP Coordinator that the reduction in staffing has the potential to leave insufficient staff time to assist and supervise visiting scholars and researchers should demand increase.

### **RECORDS MANAGEMENT**

The CCMSH meets all CFCP requirements regarding Records Management. The only substantive change at the Museum has been the adoption of a PastPerfect Collections management in place of the older Re:Discovery database. Staff report that the system has improved their ability to internally manage the collection, and they look forward to using the software to eventually enhance the online accessibility of the collection.

### **COLLECTIONS CARE**

CCMSH meets all CFCP requirements regarding Collections Care.

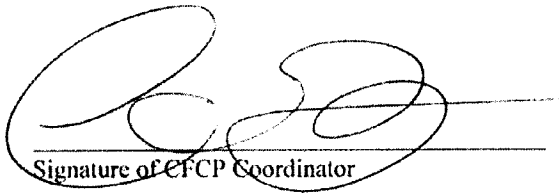
When certified in 2005, HIT artifacts, as well as the *La Belle* shipwreck collections, were maintained in a separate space on the first floor of the building. Since 2010, all HIT and archaeology collections have been moved to the second floor main collections room where they have been placed on newer shelving and repackaged in improved housing. At the same time, with help from the THC, the *La Belle* collection was also transferred upstairs into new, high quality locked cabinetry, vastly improving the overall care and appearance of the collection. Though the previous space was adequate, the new space has also been refitted with an improved HVAC system that ensures a more stable climate. Compared to the ground floor location, the second floor storage area provides better protection from potential natural disasters such as flooding, which are of some consideration given the site of the museum on the bay front. Additionally, the security system and access control is better for the main collection than it was for the previous location, and the new location provides better adjacent facilities for collections research.

**RECOMMENDATION TO THE THC**

The recommendation is based on the findings summarized in this Written Narrative Report and constitutes the CFCP Coordinator's recommendation to award or deny re-certification or award provisional status.

The Corpus Christi Museum of Science and History has no disabling or deficiency factors.

Based on the reasons outlined in this document, the CCMSH has demonstrated that it continues to meet the stated requirements to be a certified curatorial facility. It is the recommendation of the CFCP Coordinator that CCMSH be re-certified to accept and maintain state-associated Held-In-Trust collections for another 10 year period.



Signature of CFCP Coordinator

10/2/2015  
Date

# EXHIBIT D – LICENSE AND PERMITS



DEPARTMENT OF THE INTERIOR  
 U.S. FISH AND WILDLIFE SERVICE  
 Migratory Bird Permit Office  
 P.O. Box 709 - Albuquerque, NM 87103  
 Tel: 505-248-7882 Fax: 505-248-7885  
 Email: permitsR2MB@fws.gov

2 AUTHORITY-STATUTES  
 16 USC 668a

## FEDERAL FISH AND WILDLIFE PERMIT

REGULATIONS  
 50 CFR PART 13  
 50 CFR 22.21

1 PERMITTEE

CORPUS CHRISTI MUSEUM OF SCIENCE AND HISTORY  
 1900 N. CHAPARRAL  
 CORPUS CHRISTI, TX 78401  
 U.S.A

3 NUMBER  
**MB11265A-0**

4 RENEWABLE  
 YES  
 NO

5 MAY COPY  
 YES  
 NO

6 EFFECTIVE  
 04/01/2016

7 EXPIRES  
 03/31/2019

8 NAME AND TITLE OF PRINCIPAL OFFICER (If *Not a business*)

9 TYPE OF PERMIT

DEAD EAGLE EXHIBITION

EXECUTIVE DIRECTOR

10 LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED

TEXAS  
 1900 N. CHAPARRAL  
 NUECES COUNTY  
 CORPUS CHRISTI TX

11 CONDITIONS AND AUTHORIZATIONS

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY OR RENEWAL OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL, TRIBAL, OR OTHER FEDERAL LAW.

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

D. You are authorized to possess for conservation education purposes the following eagle specimen(s):

Qty	Specimen	Acquired from	Date Acq.
1	Bald Eagle, full mount	donated by US FWS	7/16/1971
1	Golden Eagle, egg	on loan Am. Mus. Nat. Hist.	1970
1	Golden Eagle, study skin		1973
2	Bald Eagle, egg	Forbes Nat. Sci. for Youth Fndn	6/17/1975
2	Eagle, wings	donated by Charles Moss	6/3/1980
1	Bald Eagle, egg	Forbes Nat. Sci. for Youth Fndn	11/19/1969
1	Bald Eagle, egg	Forbes Nat. Sci. for Youth Fndn	6/17/1975

E. You must obtain prior written approval from your migratory bird permit issuing office before acquiring, transferring, or disposing of any eagle. See standard condition 5 for instructions.

F. Any person who is  
 (1) employed by or under contract to you for the activities specified in this permit, or  
 (2) otherwise designated a subpermittee by you in writing, may exercise the authority of this permit.

G. You and any subpermittees must comply with the attached Standard Conditions for Dead Eagle Exhibition Permits. **These standard conditions are a continuation of your permit conditions and must remain with your permit.**

ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12 REPORTING REQUIREMENTS

ANNUAL REPORT DUE: 01/31

You must submit an annual report to your Regional Migratory Bird Permit Office each year. Form: [www.fws.gov/forms/3-202-13.pdf](http://www.fws.gov/forms/3-202-13.pdf).

ISSUED BY

**ELVIRA HUNT**

Digitally signed by ELVIRA HUNT  
 DN: cn=Elvira Hunt, o=U.S. Fish and Wildlife Service, ou=Department of the Interior, email=elvira.hunt@fws.gov, c=US

TITLE

ADMINISTRATOR, MIGRATORY BIRD PERMIT OFFICE - REGION 2

DATE

01/13/2016



January 10, 2017

Corpus Christi Museum of Science and History  
1900 N. Chaparral  
Corpus Christi, TX 78401

Enclosed is your new Educational Display Permit No. EDU-0117-008. Please review your permit for accuracy and make note of any restrictions. If additional authority is needed, you should request a permit amendment.

Although the permit does not have to be renewed each year, annual reports are required for the permit to remain valid. Please note that all mortalities, retained and discarded, must be documented and reported on annual reports. **Your first annual report will be due on January 10, 2018.** The report form is also available online: <http://tpwd.texas.gov/business/permits/land/wildlife/educational/>.

Furthermore, it is necessary for you to carry this permit when conducting authorized activities. Sub-permittees may carry a copy in lieu of the original permit. It is also advisable to carry some additional corroborative identification such as a driver's license.

**Please be sure to notify the Texas Parks and Wildlife Department Law Enforcement Office(s) in the region(s) of your field activities by telephone not less than 24 hours nor more than 72 hours prior to collection if collection techniques or devices being used are ordinarily classified as illegal (i.e. using gill nets or electro-shocking devices to collect fish, hunting/collecting along public roads and rights-of-way). A confirmed response from the local game warden is required prior to collection if the sampling activities being conducted involve methods of capture ordinarily classified as illegal.** To determine appropriate regional office location and/or telephone number, please see <http://www.tpwd.state.tx.us/warden/connect/offices>. If the regional office(s) or telephone number(s) is unknown, the number(s) may be obtained at any time by calling a Parks and Wildlife Communication Center: Austin - (512) 389-4848; Houston - (281) 842-8100.

In addition, please be advised that collecting in a wildlife management area is not authorized without prior written permission from the area manager.

Please note that you will be required to obtain/hold a U.S. Fish & Wildlife Service federal permit for collection and/or handling of federally protected wildlife, including banding, possession, and/or salvage of migratory birds. Should you have any questions or require further assistance, please contact me via email, as it is the best way of communicating with me.

Sincerely,

A handwritten signature in cursive script that reads "Chris Maldonado".

Christopher Maldonado  
Wildlife Permits Specialist

EDUCATIONAL DISPLAY PERMIT NUMBER EDU-0117-008  
IS HEREBY ISSUED TO:

Corpus Christi Museum of Science and History

UNDER THE AUTHORITY OF CHAPTER 43, SUBCHAPTER C OF THE  
TEXAS PARKS AND WILDLIFE CODE

The activities permitted by this document are to be carried out in accordance with the Texas Parks and Wildlife Code, the Rules and Regulations of the Texas Parks and Wildlife Commission, and all of the following provisions:

1. This permit may not be transferred, assigned or conveyed by the holder.
2. The issuance of this permit is not a guarantee that a subsequent permit or renewal of this permit will be granted.
3. Required information and data shall be maintained at the address of the permit holder and shall be available for inspection at the request of personnel of the Texas Parks and Wildlife Department during the active life of the permit.
4. Acceptance of this permit constitutes an acknowledgment and agreement that the holder will comply with all Rules, Regulations, Orders and Proclamations of the Texas Parks and Wildlife Commission issued in accordance with the law and the conditions precedent to the granting of this permit. Failure to comply with any and all provisions of this permit may result in enforcement action, including criminal penalties authorized by the Parks and Wildlife Code, and the revocation of this permit.
5. This permit does not relieve the holder of the responsibility to obey all other local, county, state and federal laws while carrying out the authorized activities.

- Issued by:

**January 10, 2017**  
Effective date

  
Chris Maldonado  
Wildlife Permits Specialist



6. This permit will expire at midnight, **January 10, 2020**.
7. The following individuals may conduct the activities authorized by this permit under the guidance of the permittee:

**SUBPERMITTEES:** Adrien Hilmy, Dillon Reyes, John Ellis, Jonathan Garza, Madeleine Fontenot, Sarah Coles, Savannah Olkowski, Sophia Cathcart

**UNPERMITTED ASSISTANTS:** A permittee engaging unpermitted assistants shall maintain on file at their office and possess on their person in the field a signed and dated list of all unpermitted persons assisting in permitted activities. (Individuals under the direct on-site supervision of permit holder).

Expires 01/10/2020

Educational Display Permit No. EDU-0117-008

8. The following wildlife species in the specified quantities are authorized by this permit to be:
- a. This permit authorizes the possession of species native to Texas by donation/transfer from authorized permit holders or other legal sources and held for educational purposes. \* In accordance with TPWD facility standards set forth in §69.305 or *Wildlife in Education – A Guide for the Care and Use of Program Animals* by NWRRA.**

Common Name	Scientific Name	Quantity
Texas tortoise	<i>Gopherus berlandieri</i>	NTE 1

*\* In accordance with specifications listed on a valid federal permit, if applicable.*

9. The following means for taking or capture are authorized by this permit:
- a.** Donations - Authorized permit holders for donations include wildlife rehabilitators, zoological, scientific research, and educational display permit holders. In addition, TPWD Game Wardens or licensed hunters would be considered legal sources. The Receipt for Donation form or a Wildlife Resource Document should be used to support a legal source.
10. The following locations for taking or capture are authorized by this permit:
- a.** NO LIVE TAKE DIRECTLY FROM THE WILD AUTHORIZED
11. Permittee is authorized to lend mounted or salvaged protected wildlife specimens held by authority of this permit, for use in educational programs. All specimens shall be individually tagged or otherwise marked in such a manner as to allow identification of the permittee as the source of the specimen. Specimens must be accompanied by required specimen donation form provided by the Department. A copy of the completed form must be submitted with the annual report.
12. All specimens taken or salvaged shall be deposited with an appropriate collection or otherwise disposed of in accordance with paragraph 13d of this permit.
13. **PERMIT HOLDER IS REQUIRED TO:**
- a. File a completed report form annually** (provided on issuance of this permit), and any reports or publications based on data collected under authority of this permit, with the Texas Parks and Wildlife Department, Wildlife Diversity Permits Section, 4200 Smith School Rd., Austin, TX, 78744, **no later than fourteen days following the anniversary date of the permit** (or the expiration date if the permit is due for renewal).  
**YOUR PERMIT WILL NOT BE VALID UNLESS YOUR REPORT HAS BEEN RECEIVED.**
- b.** Carry a copy of this permit at all times when exercising the provisions of this permit, which shall be subject to inspection by any authorized enforcement officer of the Department upon request.
- c. Notify the Texas Parks and Wildlife Department Law Enforcement Office(s) in the region(s) of your field activities by telephone not less than 24 hours nor more than 72 hours prior to collection** if collection techniques or devices being used are ordinarily classified as illegal (e.g. using gill nets or electro-shocking devices to collect fish, hunting/collecting along public roads and rights-of-way). **A confirmed response from the local game warden is required prior to collection if the sampling activities being conducted involve methods of capture ordinarily classified as illegal.** To determine appropriate regional office location and/or telephone number, please see <http://www.tpwd.state.tx.us/warden/connect/offices>. If the regional office(s) or telephone number(s) is unknown, the number(s) may be obtained at any time by calling a Parks and Wildlife Communication Center: Austin - (512) 389-4848; Houston - (281) 842-8100.
- d.** Dispose of protected wildlife taken under the authority of this permit in only one of the following ways.



Expires 01/10/2020

Educational Display Permit No. EDU-0117-008

(1) Kill and utilize by examination, experimentation, necropsy or dispose of as waste in accordance with state law and city or county regulations (burning is suggested if not in conflict with city, county or state regulations).

(2) Hold permanently for scientific or educational purposes, or donate to another educational display, scientific, or zoological permit holder authorized to receive such specimens, with required specimen donation form provided by the Department. A copy of the completed form must be submitted with the annual report.

(3) Donate edible portions of game species to charitable organizations, public hospitals, orphanages or indigent persons. Arrangements for donations are the responsibility of the permit holder.

14. **PERMIT HOLDER IS PROHIBITED FROM:**

- a. Selling or bartering specimens collected under the authority of this permit. Specimens may be donated to other permit holders by completing the receipt form enclosed with the permit.
- b. Collecting on private premises without prior written consent of the owner or operator of the premises.
- c. Collecting in a state park without a separate permit from the Texas Parks and Wildlife Department Natural Resource Program: email: [david.riskind@tpwd.texas.gov](mailto:david.riskind@tpwd.texas.gov).
- d. Collecting in a wildlife management area without prior written permission from the area manager.
- e. Taking species listed by the department as threatened or endangered without express authority in paragraph 8 of this permit.

15. **ADDITIONAL PROVISIONS:**

- a. No hunting or fishing license is required for permit holders or individuals listed in paragraph 7 while conducting the activities expressly authorized by this permit. Each listed individual should carry a copy of this permit during collection activities, and a letter of permission from the permittee if working independently.
- b. **This permit is subject to any applicable federal permit requirements.** Where a federal permit is required, the permit holder is cautioned to carry a copy of the federal as well as the state permit during collecting activity. For information on the federal permit contact: U.S. Fish and Wildlife Service, PO Box 709, Albuquerque, NM 87103-0709.

16. **PERMIT HOLDER'S ADDRESS FOR RECORDKEEPING PURPOSES:**

Corpus Christi Museum of Science and History  
1900 N. Chaparral  
Corpus Christi, TX 78401

.....  
**§69.305. Facility Standards.**

(a) All live birds or animals possessed under an educational display permit, or under a zoological collection permit in a facility that is not accredited by the American Zoo and Aquarium Association shall be kept in enclosures meeting or exceeding the standards set forth in this section.

Expires 01/10/2020

Educational Display Permit No. EDU-0117-008

(b) The minimum cage sizes for mammals and reptiles shall be as follows. An enclosure for mammals shall add 30% of the minimum cage requirement for each additional mammal contained in the enclosure. For each:

- (1) pronghorn antelope--2,500 square feet x 8 feet in height;
- (2) deer--1,800 square feet x 8 feet in height;
- (3) desert bighorn sheep--500 square feet x 8 feet in height;
- (4) black bear--400 square feet x 12 feet in height;
- (5) jaguar--200 square feet x 8 feet in height;
- (6) fox--180 square feet x 5 feet in height;
- (7) wolf--150 square feet x 8 feet in height;
- (8) javelina--120 square feet x 5 feet in height;
- (9) other felines--100 square feet x 8 feet in height;
- (10) fur-bearing animals as defined by Parks and Wildlife Code, Chapter 71 (except fox)--72 square feet x 5 feet in height, and
- (11) all other mammals--24 square feet.

(c) The minimum cage sizes for alligators shall be as follows. For each alligator:

- (1) the length and width of the cage shall be at least as long as the length of the largest alligator in the cage, and
- (2) for each additional alligator, an additional three square feet of enclosure space per foot of body length, and
- (3) there shall be access to pooled water sufficient to provide full immersion and dry land sufficient to permit complete exit from the water.

(d) The minimum cage sizes for birds shall be as follows:

- (1) raptors (excluding eagles, screech owls, and kestrels)--10 feet x 10 feet x 12 feet,
- (2) eagles--20 feet x 40 feet x 12 feet, and
- (3) all other birds, including screech owls and kestrels--6 feet x 6 feet x 12 feet.

(e) Enclosures must be constructed in such a manner that prevents escape. Enclosures housing birds must be lined with nylon or plastic netting.

(f) A facility shall ensure that:

- (1) each enclosure is supplied with clean water at all times, except as medical circumstance dictates otherwise;
- (2) authorized personnel observe and provide care for birds and animals daily, except as specifically authorized by permit; and
- (3) all medical treatment of animals is performed in consultation with a licensed veterinarian.

(g) The department at its discretion may inspect any facility at reasonable times to assess compliance with the provisions of this subchapter.



SPECIAL PURPOSE POSSESSION  
DEAD MIGRATORY BIRDS FOR EDUCATIONAL USE

**Permit Number: MB11266A-1**

Effective: 06/22/2017 Expires: 03/31/2019

Issuing Office:

Department of the Interior  
U.S. FISH AND WILDLIFE SERVICE  
Migratory Bird Permit Office  
P.O. Box 709  
Albuquerque, NM 87103  
Tel: 505-248-7882 Fax: 505-248-7885  
Email: permitsR2MB@fws.gov

ADMINISTRATOR, MIGRATORY BIRD PERMIT OFFICE - REGION 2

Permittee:

**CORPUS CHRISTI MUSEUM  
1900 N. CHAPARRAL  
CORPUS CHRISTI, TX 78401  
U.S.A.**

Name and Title of Principal Officer:

- EXECUTIVE DIRECTOR OF CCMSH

Authority: Statutes and Regulations: 16 USC 703-712; 50 CFR Part 13, 50 CFR 21.27.

Location where authorized activity may be conducted:

**1900 N. CHAPARRAL  
NUECES COUNTY; CORPUS CHRISTI TX**

Reporting requirements:

**ANNUAL REPORT DUE: 01/31**

**For Special Purpose Possession Annual Report see: <http://www.fws.gov/forms/3-202-5.pdf>**

Conditions and Authorizations:

- A. General conditions set out subpart D of 50 CFR 13, and specific conditions contained in Federal regulations cited above are hereby made a part of this permit. All activities authorized herein must be carried out in accord with and for the purposes described in the application submitted continued validity or renewal of this permit is subject to complete and timely compliance with all applicable conditions, including the filing of all required information and reports.
- B. The validity of this permit is also conditioned upon strict observance of all applicable foreign, state, local, tribal, or other federal law.
- C. Valid for use by permittee named above
- D. You are authorized to possess for conservation education purposes lawfully acquired dead migratory bird specimen(s), including parts, nests, and nonviable eggs. This authorization to possess migratory birds does not apply to bald eagles or golden eagles.
- E. Any person who is
  - (1) employed by or under contract to you for the activities specified in this permit, or
  - (2) otherwise designated a subpermittee by you in writing, may exercise the authority of this permit.
- F. You and any subpermittees must comply with the attached Standard Conditions for Special Purpose Possession Dead Migratory Bird Educational Use Permits. **These standard conditions are a continuation of your permit conditions and must remain with your permit.**
- G. If applicable, prior to any permit activity, a current State permit must accompany the Federal permit. Please submit within 30 days, a copy of the State permit to permitsr2mb@fws.gov.



**Standard Conditions  
Special Purpose Possession  
Dead Migratory Bird Educational Use Permits  
50 CFR 21.27**

All of the provisions and conditions of the governing regulations at 50 CFR part 13 and 50 CFR part 21.27 are conditions of your permit. Failure to comply with the conditions of your permit could be cause for suspension of the permit. The standard conditions below are a continuation of your permit conditions and must remain with your permit. If you have any questions regarding these conditions, refer to the regulations or, if necessary, contact your migratory bird permit issuing office. For copies of the regulations and forms, or to obtain contact information for your issuing office, visit: <http://www.fws.gov/migratorybirds/mbpermits.html>.

1. The intent of this permit is wildlife conservation education. Your educational programs must include information about migratory bird ecology, biology, and/or conservation.
2. You must present a minimum of 12 programs that are open to the public each year.
3. You may not display any migratory bird specimen(s) in any manner that implies personal use. You may not use any migratory bird specimens to promote or endorse any product, merchandise, goods, services, business or organization except your own educational activities.
4. Whenever you exhibit any specimens, you must include either a written or verbal statement that your possession and exhibition of the migratory bird specimen(s) is by permission of the U.S. Fish and Wildlife Service.
5. You must obtain prior written approval from the migratory bird permit issuing office before you acquire, transfer, or dispose of any migratory bird specimen(s).
6. Any migratory bird carcass you send to a taxidermist must be returned to you.
7. A subpermittee is an individual to whom you have provided written authorization to conduct some or all of the permitted activities in your absence. Subpermittees must be at least 18 years of age. As the permittee, you are legally responsible for ensuring that your subpermittees are adequately trained and adhere to the terms of your permit. You are responsible for maintaining current records of who you have designated as a subpermittee, including copies of designation letters you have provided. Other individuals, including those under the age of 18, may conduct the permitted activities only if you or a designated subpermittee are present.
8. You and any subpermittees must carry a legible copy of this permit and display it upon request when exercising its authority. Subpermittees must also carry your written subpermittee designation letter.
9. Any migratory bird specimen(s) held under this permit remain in the stewardship of the U.S. Fish and Wildlife Service and may be relocated at any time for just cause.
10. You must maintain records as required in 50 CFR 13.46 and 50 CFR 21.27. All records relating to the permitted activities must be kept at the location indicated in writing by you to the migratory bird permit issuing office.
11. Acceptance of this permit authorizes the U.S. Fish and Wildlife Service to inspect any wildlife held, and to audit or copy any permits, books, or records required to be kept by the permit and governing regulations.
12. You may not conduct the activities authorized by this permit if doing so would violate the laws of the applicable State, county, municipal or tribal government or any other applicable law. (SPPSD - 12/3/2011)

## **EXHIBIT E – COLLECTION MANAGEMENT POLICY**

### **Corpus Christi Museum of Science and History**

1900 North Chaparral  
Corpus Christi, TX 78401

### **Collection Management Policy**

#### **PURPOSE OF THE MUSEUM**

The mission of the Corpus Christi Museum of Science and History is to present the story of the cultural crossroads of the New World. With a unique confluence of natural history, science, people and environments, the South Texas area has served as a stage for the ongoing discovery of the Americas. Through innovative programs in history, culture, and science, the museum is committed to enlarging a shared understanding of our history and heritage as well as the impact and importance of science to our lives. By telling this story, the Museum will inspire a thirst for knowledge, context, and understanding.

#### **Strategic Objectives**

To guide this mission the Advisory Committee adopted a series of Strategic Objectives:

A. Corpus Christi Museum of Science and History will build programs around three basic themes: Humans, the Environment, and Science.

1. How have human migration, cultural encounters, and interactions shaped the unique human character of South Texas and, in turn, how has South Texas influenced the world?
2. How have environmental features and resources been linked to the human migrations, settlements, and physical exploitation of South Texas resources?
3. What does science tell us about the unique natural world of South Texas and how can we best conserve our unique resources?

B. The Museum will collect and preserve unique specimens, artifacts, and ephemera which illuminate our three basic themes and support innovative programming.

C. To create new knowledge, Museum collections and resources will be shared with the public and researchers.

(Adopted by the Museum Advisory Committee - September 2005)

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

### PURPOSE OF THE COLLECTION

The Museum collects and preserves unique specimens, artifacts, and ephemera which illuminate our three basic themes and support innovative programming. To create new knowledge, Museum collections and resources will be shared with the public and researchers.

### Responsibility for the Collection

The City Council established the museum: an administrative department responsible for the operation of the Corpus Christi Museum of Science and History as a scientific institution for information, education and recreation; and support services for the museum advisory board. (Code of Ordinances, City of Corpus Christi, Texas, Article III, Section 2-51)

The City Council authorized the Advisory Committee to adopt comprehensive policies for acquiring, holding, and disposing of, by any legal means, real estate and personal property (collections) to further the purpose of the Museum. The Museum Advisory Committee consists of twelve (12) members appointed by the mayor with the advice and consent of the city council. The guidelines for selection of members and the terms of service are included in Code of Ordinances, City of Corpus Christi, Texas, Article IV, Division 5, Section 2-90.

State laws pertaining to the operation of museums vest in the governing authority the power to acquire and conserve real estate and personal property under the following provisions: Article 4412a, Article 7150, Section 4 of Article 7150, Section 14 of Article 7150, Section 22A of Article 7150. (See attached "Laws of Texas Pertaining to Museums")

The Advisory Committee recognizes the unique situation of its members and recognizes museum ethical standards in addition to those of the City. The responsibility for implementing collection management policies and developing appropriate procedures rests with the Director, who has delegated the following duties and responsibilities:

The Collection Manager is responsible for supervising all aspects of collection care and collection inventories. He/She is responsible for managing acquisitions, accessions, and standardization of the collection catalogue. It is the Collection Manager's responsibility to maintain cleanliness in all collection areas and to monitor environmental conditions. It is also his/her responsibility to work with adjunct and honorary curators and ad hoc collection committees to establish object conservation priorities and to pursue grant funding that will benefit the collection.

Honorary curators, adjunct curators, and collection committee members are appointed by the director to assist him/her in the development of collection plans, policies, and procedures. They may also be asked to give advice on acquisitions, deaccessions, and conservation practices. Honorary curators, adjunct curators, and collection committee members are privileged to perform collection based research and conduct educational classes utilizing the collection. It is expected that, through their activities, the collections might become more publicly accessible.

The Registrar is responsible for accessioning new acquisitions, processing deaccessions, and performing ongoing inventories of the collection. The Registrar is also responsible for maintaining all written records for the collection, including loan documentation. The Registrar will report to the Collection Manager any collection management practices deemed substandard, ill-advised, or improper.

The Librarian is responsible for supervising all aspects of collection care for the library, archival, and photographic collections. He/She is also responsible for managing the acquisition and accession processes and managing the standardization of the library collection catalogue. The Librarian is responsible for supervising the ongoing collection inventory and making conservation recommendations.

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

### ACQUISITIONS

#### Scope of the Museum Collection

The early years from its founding as a Junior Museum in 1957 to its transforming to a collecting institution were fairly open ended. In 1961, the Board voted to change the name from the Junior Museum to the Corpus Christi Museum. When it became clear that a broader base of support was needed, the City agreed to help fund the Museum. The growth of the collection accelerated thereafter under a mission that was very broad in scope.

- “The primary purpose of this Museum is to contribute to the understanding of man’s place in the world of nature and to impart this knowledge to the public.”

However, after a new director was hired in 1985 the Advisory Board was asked to provide some guidance for management of collection acquisition and development of exhibits and programs. By this time the scope of the collection was broad and the collection largely uncataloged. Some policy guidance was needed.

- “The Corpus Christi Museum is an educational institution that collects and preserves objects and artifacts representing natural and cultural history and uses these collections to contribute to the enjoyment and understanding of man’s place in the world of nature and to impart this knowledge to the public. The museum does research based on its collection, offers education and arts programming and provides a facility for a center of learning.” (Adopted: 8/1/1985)

This new mission provided a description of the broad range of collecting, programming, and exhibitry that had developed over the formative years. It also gave definitive direction to staff that the Museum was to continue to develop as a collection centric institution. The Museum’s first collection management policy was adopted in 1987. This drove the expansion of staff, development of exhibits and programs, and the expenditure of resources. However, the director returned to the Advisory Board requesting that they give consideration to narrowing the scope and providing staff with a more focused direction.

- “The Corpus Christi Museum of Science and History collects and preserves natural and cultural history objects with emphasis on South Texas and its place in the world. It presents educational exhibits and program to encourage learning related to its collections.” (Adopted November 12, 1990)

By narrowing the scope to south Texas, the growth of the collection could be more focused and a deaccession program initiated. The backlog of cataloging for natural history specimens was gradually erased while the backlog of history collection cataloging remains about 50%. The use of the collection for educational purposes remained limited and the public acceptance of and interest in the display of systemic collections diminished, as reflected in 15 years of decreasing attendance. This prompted a revision of the mission in 2005 to one that removed collecting as an explicit mandate of the mission. Under the present mission the Museum collects to illuminate three basic exhibit themes and to support innovative programming. Museum collections and resources will be shared with the public and researchers to create new knowledge.

#### Responsibility for Acquisitions

This change has driven a reprioritizing of staff resources. In 2005 there were five individuals whose primary functions were collections based while two people were focused on programming. That changed in 2006 with only two staff positions with collection based primary functions and five staff positions which are focused on programming. Clearly we are no longer interested in building a collection. Rather we are focusing our collection on current needs.

Aspiring to become the best possible museum requires a practice of acquiring the best available objects that are needed to “illuminate our three basic exhibit themes and support innovative

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

programming.”

### Considerations for Accessioning Decisions

1. Care – Are there resources for providing proper storage, management, and care of the acquisition without compromising the rest of the collection?
2. Condition – Is the acquisition in good condition? Will it take a large amount of resources to stabilize or restore it? Is it so badly damaged that it will soon be worthless?
3. Cost of upkeep – Is the cost of keeping the acquisition equal to the benefits of having it in the collection?
4. Duplication – Does the acquisition duplicate something that is already in the collection?
5. Documentation – Is the documentation adequate to establish the significance of the acquisition to the museum?
6. Legal title – Will the museum be able to secure clear and legal title to the acquisition?
7. Legality of acquisition – The museum is responsible for making sure that everything it accessions was legally obtained, exported, and imported. (Otherwise the museum probably will not be able to claim ownership of the acquisition.)
8. Potential use – Is the acquisition likely to be used for research, reference, loan, exhibition, education, or exchange? Is it an object, artifact, or specimen that is a voucher (an example or proof) for research or other scholarship activity?
9. Provenance – Is the provenance established and adequately documented?
10. Public relations – How will the addition of this acquisition affect the museum’s image? Will it attract visitors or damage public support?
11. Purchase price – Is the purchase price in line with current market values?
12. Relevance – Is the acquisition relevant to the mission and the scope of collections?
13. Restrictions – Is the acquisition free from restrictions on ownership, intellectual property rights, copyright, and trademark?
14. Safety and security – Will the acquisition compromise the safety or security of the staff or visitors? Will the acquisition require expensive safety measures to protect?
15. Scope – Does the acquisition fit the scope of the collection (geographic, subject, temporal, and use)?
16. Special considerations – Are there extenuating circumstances or conditions that affect the decision to acquire or not acquire the acquisition for the collection?

## COLLECTION DESCRIPTION

### A. Scientific Specimens

The Museum collects scientific specimens representing the environment of South Texas. It also collects relevant comparative specimens from other geographic regions in order to aid in research, identification, exhibits, and education programs. The collection includes type and voucher specimens used as the basis for published scientific research. The Collection Manager is responsible for collection care.

Specimens are used in exhibits and educational programs that are compatible with their preservation. Access to the collection may be allowed to interested visitors at the discretion of the Collection Manager. Access to all information relating to the Museum collection (except donor records) must be made publicly available. Unaccessioned specimens may be used in educational programs. These are stored in more accessible areas and are considered expendable.

The Collection Committee seeks specimens that are needed for the collection and meet the collection criteria. With the approval of the director, they may be acquired through field expedition, donation, bequest, or purchase. The Collection Manager coordinates specimen preservation and conservation sets standards in the use and care of the natural history objects.



## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

Specimens must have been collected and/or imported with full knowledge and permission of the country or state of origin, and in compliance with U.S. and Texas laws. (Reference IUCN Red Data Books, U.S. Fish and Wildlife Service Regulations, Texas Parks and Wildlife Code.) The Collection Manager acquires and maintains the necessary municipal, state, and federal permits to allow the Museum to hold these collections legally. The permits should all be issued in the name of the Museum Director.

### B. Cultural Artifacts

The Museum collects artifacts representing the history and culture of the people of South Texas. The Collection Manager is responsible for collection care. Artifacts are used in exhibits and educational programs that are compatible with their preservation. Access to the collection may be allowed to interested visitors at the discretion of the Collection Manager. Access to all information relating to the Museum collection (except donor records) must be made publicly available. Non accessioned artifacts may be used in educational programs. These are stored in more accessible areas and are considered expendable.

The Collection Committee seeks artifacts that are needed for the collection and meet the collection criteria. With the approval of the director, they may be acquired through donation, bequest, or purchase. The Collection Manager coordinates artifact preservation and conservation and sets standards in the use and care of the cultural collections and exhibits.

Artifacts must have been collected and/or imported with full knowledge and permission of the country or state of origin, and in compliance with U.S. and Texas laws. Cultural properties from outside the United States offered as a donation must be accompanied by a signed and notarized statement from the donor attesting to clear title. (reference: U.S. Customs Laws, National Stolen Property Act, Pre-Columbian Statute of 1972, and Cultural Property Implementation Act of 1983.)

### C. Special Collections

1. Live animal specimens, acquired by donation, field expedition, or purchase. The live animal collection is cared for and disposed of at the discretion of the Museum Educator. Clear title must be established before any specimen is accepted and it must comply with all municipal, state and federal laws regarding plants, fish and wildlife. Specimens in this collection are not accessioned, although donations are acknowledged. All live animals have a limited life span and are, therefore, considered expendable.

2. Las Doñas de la Corte gowns represent a tangible aspect of Buccaneer Days, an annual event with community-wide impact. They chronicle the history of this event and are interesting exhibit pieces. Examples may be added to the Museum collection.

3. Fine art objects may be collected to represent the cultural life of the people of South Texas as well as those works that represent the aesthetic vision of contemporary South Texas artists. The Museum will acquire artwork from living artists currently residing in the Corpus Christi area at the discretion of the director. Artworks will be used decoratively at the Museum and may be loaned for extended periods for display at public venues that are not museums.

4. Oral history interviews may be taped with citizens on the subject of Corpus Christi history. Oral history tapes are for educational purposes to be used by Museum staff and its associates. The wishes of the interviewed person will be respected regarding privacy of contents of the tape.

No copy for third parties will be made unless permission is obtained in writing from the person interviewed. The person interviewed may request a copy of their own tape. The price of this copy will be the price of the tape. After the death of the person interviewed, the tapes will be considered released as to

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

privacy. If the family of a person who passed on requests a tape and none has been made before, one copy will be made for the price of the tape.

Although the tapes are not produced for "public" use, the Museum Auxiliary will make copies for responsible parties. A donation of \$25.00 to the educational fund of the Auxiliary is requested for the task. The information contained in each tape is considered property of the Museum. No public use may be made of it. Educational use, in a classroom situation, is allowed.

5. Repository objects not belonging to the Museum may be accepted for long term storage and curation. The Museum is the marine archaeology repository for the State of Texas. The Museum Archaeologist is the curator of this collection although care is the responsibility of the Collection Manager. Adequate funds to provide for the care of the objects for the term of the repository agreement must come with the collection and the director must give his approval. *An agreement for state-associated held-in-trust collections must be concluded that identifies the agency, institution, objects/collections/documents, and housing/curation criteria for which stewardship is transferred. This Held-in-Trust agreement is made when stewardship of collection is transferred from THC to curatorial facility. All paper records for state-associated objects are kept in a secure record storage room. All electronic records are stored on the city servers at City Hall and backed up once a week on an external hard drive. An annual report of all activity with state-associated collections will be submitted to THC.*

### D. Library Collection

The library is maintained as a non-circulating reference collection of books, periodicals, and other materials for use by the museum staff. Visitors may be allowed use of the library with permission of the director. The material contained in the library relates to the collection and interests of the Museum. The Librarian is responsible for care of this collection. Staff is encouraged to submit requests for the purchase of material that will enhance knowledge in their area of expertise.

Books are acquired by purchase or donation. Materials are purchased only with approval of the director. Materials in this collection are not accessioned, although donations are acknowledged. Library materials are subject to continued use and by their nature might be outdated by new information. These materials are considered expendable and may be disposed of at the discretion of the director.

### E. Archives Collection

The Museum collects archival materials, including photographs that represent the cultural history of the people of South Texas. These materials are generally not stable enough for use in exhibits, but copies may be used in exhibits or for other educational purposes. Interested visitors may be allowed access to this collection at the discretion of the director. These materials are accessioned and are the responsibility of the Museum Librarian. Items may be added to this collection at the discretion of the director.

## DESTRUCTIVE ANALYSIS

Destructive analysis is defined as an activity that alters the appearance or condition of an object. Destructive Analysis of repository objects may only be done with the permission of the Texas Historical Commission, or the agency to which the object belongs. *Prior to the analysis, a research proposal must be submitted to the Museum for evaluation that includes research goals and objectives, qualifications of researcher, and specific samples or objects to be sampled. The loans will be made to the institution with which the researcher is associated. If the proposal is for state-associated held-in-trust collections and is rejected, an appeal can be made to THC.*

Destructive analysis may be warranted if the following conditions prevail:

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

process, once begun, should be completely public.

Because the collections of the Museum are held in public trust, it is useful to note Article 4412a. of the Laws of Texas Pertaining to Museums. The Attorney General of Texas has specific authority to take legal action to protect and preserve items of property held in "public trust," that is, for the use and benefit of the public. The statute covers any corporation, trust, community chest, fund, foundation, or other entity which is organized for charitable, scientific, philanthropic, "or other civic or public purpose." This broad definition includes museum collections.

### II. Authority and Responsibility

Any member of the Collection Committee may recommend that an object be considered for deaccession. The deaccession process is initiated by submitting a Deaccession and Disposal Record form to the Collection Manager.

The Collection Manager is responsible for confirming clear and unrestricted title to objects proposed for deaccession as well as checking for any restrictions, legal issues, or ethical concerns affecting deaccession or disposition.

The Collection Committee reviews the proposed deaccession based on the Museum's purpose, scope of the collection, and guidelines covered in this policy and makes a recommendation to the Director who will then approve or deny the proposed deaccession and disposal method.

Deaccessions and disposals approved by the Director are brought before the Museum Advisory Committee for final approval.

### III. Guidelines for Deaccessions

Before approving any object for deaccession, clear and unrestricted title to it must be established. See applicable sections of this policy for more information regarding clear and unrestricted title.

No object may be deaccessioned in order to provide funds needed for the operation of the Museum. Proceeds from the disposal of an object must be used for collection acquisition.

Objects proposed for deaccession will be evaluated based on the Museum's mission, scope of the collection, and guidelines as outlined in this policy. An object may be deaccessioned for the following reasons:

1. To remove an object that that no longer falls within the Museum's mission, purpose, or scope of collections;
2. To remove an object that is sufficiently represented by duplicates in the collection or has been replaced by a superior example;
3. To remove an object that is inferior, determined to be unauthentic, or has critically inadequate or absent provenance documentation;
4. To remove an object which has suffered damage or deterioration beyond the point at which reasonable and affordable measures could be taken to preserve it;
5. To remove an object that is unlikely to be used in exhibits, programs, or research in the foreseeable future;
6. To remove an object that is potentially hazardous to objects in the collection or human health and safety;
7. To transfer to another museum, or educational institution, an object that is deemed to be significantly more useful and relevant to the collection of the other institution than that of the Museum;
8. To carry out a mutually beneficial exchange of objects with other museums or educational or

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

- scientific institutions;
9. To formally document the removal of an object that has been lost or stolen;
  10. To comply with any legal statutes or court rulings;
  11. To accomplish any other purpose deemed by the Museum Advisory Committee to be appropriate within the spirit of this policy, the Museum's mission, and applicable law.

Reposited collections are not owned or accessioned by the Museum and, therefore, cannot be deaccessioned by the Museum and are not covered under this deaccession policy. Only the Texas Historical Commission has the authority to deaccession state-owned held-in-trust collections. Other repository collections may only be deaccessioned by the repositing agency. For information regarding deaccession and disposal of repository collections, see the Reposited Collections section in this policy.

Natural History specimens have been brought into the Museum as part of field collecting by curators, honorary curators, research scientists, or citizens. These field collections are evaluated and significant specimens are catalogued. Specimens from these field collections are considered accessioned at the time of cataloguing. Therefore, specimens from field collections that have not been catalogued are not considered accessioned and may be disposed of during evaluation without being deaccessioned.

Reference materials for the Museum's library have occasionally been accessioned in the past. Current policy dictates that the Museum does not accession library reference materials. For the purpose of documentation and consistency, reference materials that were accessioned will be properly deaccessioned and disposed of according to this policy and supporting procedures. Reference materials that have not been accessioned are considered general Museum assets and may be disposed of without deaccessioning.

Education collections were maintained in the Museum's past. This practice was primarily followed with Natural History specimens. The objects so classified hold little or no monetary, scientific, or historic value. The Museum no longer maintains separate education collections. Objects that were accessioned but marked "education collection" are considered part of the collection and must be properly deaccessioned and disposed of according to this policy and supporting procedures. Objects that were not accessioned and were marked "education collection" are not part of the collection and not subject to deaccession. However, disposal of these objects must be carefully considered because of the similarity to accessioned objects. Objects under this circumstance will be brought before the Collection Committee for careful consideration. The Director will make the final decision regarding disposal.

Live animals are a special collection under the care of the Museum Educator. The collection is not accessioned and is exempt from this deaccessions and disposal policy. See the special collections section of this policy for information.

#### IV. Disposal of Deaccessioned Objects

Deaccessioned objects are removed from the collection by means of sale, exchange, donation, transfer, or destruction. The sale or disposal of surplus property from Museum collections is exempt from the provisions of City Ordinance Code Sections 17-4 by Ordinance 19350.

Disposal of any deaccessioned object will be carried out in accordance with all applicable federal, state, local, and international laws, treaties, and regulations including but not limited to laws protecting Plant and Wildlife, Antiquities, and Historic Properties, and the Import, Export, and Transfer, of Cultural Property. The Collection Manager is responsible for fully documenting disposal of objects covered under laws as outlined in procedures.

Applicable ethical standards will be considered in disposal decisions including those established by the American Association of Museums and the Society for American Archeology. In disposing of objects by

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

- 1) The object to be analyzed is not unique within the Museum collections.
- 2) Sacrificing the object or a part of the object will benefit science or will improve the Museum's conservation efforts.
- 3) The proposed analysis is highly likely to produce useful results and the institutions or individuals who perform the analysis are competent.
- 4) The analysis will be performed in a timely manner.
- 5) Results of the analysis will be published in a scientific journal in a timely manner.
- 6) The Museum Director and the owner of the object approve the analysis (if it is part of a repository collection).

### An object may be considered for destructive analysis if:

- 1) The analysis will contribute to the development of more effective conservation techniques.
- 2) The analysis will provide answers to historical, archeological, or scientific questions that can be answered no other way.
- 3) The artifact is not unique.

### Once an object has been selected for destructive analysis the following documentation procedures will be used:

- 1) The object will be thoroughly recorded with respect to its shape, size, mass, special markings, etc., prior to submission for destructive analysis. *The due dates of the loan will be tracked and extended or recalled/returned as appropriate.*
- 2) New records and results of analysis will be appended to the existing accession files.
- 3) Copies of all resulting articles will be filed in the Museum library.
- 4) *The object will not be deaccessioned.*
- 5) *All unused portions will be returned to the curatorial facility.*

## DEACCESSIONS AND DISPOSAL

### I. Introduction

For most of its history the collection of the Corpus Christi Museum of Science and History was considered the core of the Museum and the purpose and the reason for its existence. In 2005 a new mission statement was adopted which removed collecting from the mission of the Museum and made it a strategic objective to support the mission.

Strategic Objective B. The Museum will collect and preserve unique specimens, artifacts, and ephemera which illuminate our three basic themes and support innovative programming.

Strategic Objective C. To create new knowledge, Museum collections and resources will be shared with the public and researchers.

There was no intention through this action to diminish the Museum's responsibility to care for the collection, but there certainly was the intention to limit the growth of the collection and to eliminate it as the central focus of exhibits and programs.

Deaccessioning is the formal process used to legally and permanently remove an accessioned object from the collection. Disposition is the manner in which the Museum transfers a deaccessioned object to a new owner or destroys it. The removal of any accessioned object from the collection is a sensitive and potentially controversial issue. Because the Museum's collections are held in public trust, the Advisory Committee and staff of the Museum are under particular scrutiny when deaccessioning an object.

Deaccessioning can strengthen the collection, improve management of the collection, and save money which can then be applied to acquisitions. A strong policy and sound practices are important in order to preserve the reputation of the Museum and avoid claims on other objects from heirs, estates, or sellers. An attorney's opinion should be sought on any deaccession thought to be controversial. The deaccession

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

exchange or donation, the Museum becomes associated with the receiving institution. The practices of the receiving institution will be considered to prevent the Museum from becoming associated with unethical practices.

Deaccessioned objects will not be sold, or ownership otherwise transferred, to Museum staff, City of Corpus Christi employees, volunteers, members of Museum support groups, members of the Museum or City's governing authorities, or representatives or family members of these individuals.

### A. Disposal by Sale

Net proceeds received from the sale of deaccessioned objects will be used only to acquire new objects for the collection.

If there is any question as to the value of an object, the Museum will get two informed outside appraisals on the object. These should document the object's authenticity and assure that the Museum does not accept less than market value for the object.

Disposal of objects from the collection will never be through the Museum shop, or in such a manner that it involves an interested entity helping in the liquidation of Museum assets.

The disposal by sale of any deaccessioned object requires the following process:

1. The Director will propose that deaccessioned objects from the Museum collection be declared surplus and request, in writing, a recommendation of the Museum Advisory Committee.
2. The Museum Advisory Committee must approve the Director's recommendation for disposal by sale.
3. The Director of Finance will be notified by the Museum Director after the Museum Advisory Committee approves the disposal by sale.
4. The Director of Finance will make provisions such that proceeds from the sale will be placed in a Collections Fund of the Museum Foundation which is dedicated to acquisitions to the collection.

### B. Disposal by Exchange or Donation

Deaccessioned objects may be disposed of by exchange with, or transfer to, another appropriate museum, educational, or scientific institution.

Deaccessioned objects will never be exchanged or donated to private individuals. Deaccessioned objects may only be transferred to private individuals through sale as outlined in this policy.

### C. Disposal by Transfer

Deaccessioned objects may be transferred to the Museum's education department for use in educational programs. Objects subject to this action should have little or no market value, or historic or scientific significance.

Any deaccessioned object transferred to the education department will be removed from collection storage, quarantine, or work areas. The object must be stored in an area dedicated to educational supply storage. The object is considered expendable and is no longer covered under this policy.

### V. Guidelines for Donor Notification

One of the crucial components in the deaccession process is the Tax Reform Act of 1984. Under its provisions, if the museum disposes (by sale, exchange, or any other method) of a donation within two

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

years of a donation, the museum is obligated to notify the donor and the IRS by filing form 8284. This provision applies if the donor has claimed a charitable deduction under Section 170 of the IRS code of more than \$5,000 for either a single item or an aggregate of items donated to one or more institutions. The Act requires that if the value is more than \$5,000, the donor must supply an appraisal summary to the museum. The museum is subject to a \$50 fine if the preceding is not adhered to.

Once the Museum establishes its clear and unrestricted title to an object, the donor has no legal interest in it. If a deaccession no longer falls under the statute of limitations of the Tax Reform Act of 1984, it is then only a practice of goodwill to notify the donor or heirs of the disposition of a collection or object. It is possible to label the funds or new acquisition purchased with those funds as a gift from the donor. Appropriate action will be considered by the Museum Director on a case-by-case basis.

### **VI. Required Documentation**

The Collection Manager, with delegation of duties to the Registrar, is responsible for ensuring all proposed deaccessions and disposals are properly documented in accordance with this policy and the supporting procedures. A complete record of each deaccession, including a complete Deaccession and Disposal Record form, and all supporting documentation of will be kept permanently in a secure storage room.

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

### LOANS

Whether objects are being brought into the Museum (borrowed) or sent out of the Museum (loaned), they are loans and subject to the laws pertaining to bailment. The Collections Committee must approve all conditions and terms associated with loans. The Corpus Christi Museum of Science and History Collections Committee is composed of the Museum Director, the Collections Manager, and Librarian and other individuals as appointed by the Director. The Executive Director of the Texas Historical Commission or his designee is included as a member of the Corpus Christi Museum of Science and History Collections Committee in all matters pertaining to the use of the *La Belle* Collection.

#### Incoming Loans

When an object is brought into the Museum, the lender is the bailor (the giving one) and the Museum is the bailee (the one receiving).

A) The general rule is that any object taken into the custody of the Museum should receive care equal to or better than that devoted to objects in the Museum permanent collection. It should be carefully packed and transported, proper security and climate control should be provided and, above all, it should be accompanied by proper documentation.

B) Any appropriate owner may be asked to lend an object to the Museum. The Collection Manager with the approval of the Collections Committee initiates all loans. The Collections Manager is responsible for the care and security of the object during the period of the loan and securing insurance coverage prior to the loan.

C) The Collections Manager is responsible for documentation of loans (both outgoing and incoming) including the completion, execution, and distribution of all forms. The Collections Manager is responsible for packing, transport, and registration of the object. Details concerning handling, transportation, and care must be approved by the Collections Committee.

D) There is a single loan form for both incoming and outgoing loans, and all such actions must adhere to the conditions and terms as stated on this form. The lending institution's loan form may be used with the concurrence of the Collections Committee.

E) No loans will be accepted except for special exhibits and research. The loans should serve a public purpose. In carefully considered cases, there may be exceptions but only with the formal agreement of the Museum Advisory Committee.

F) Photographs of the object may not be taken without permission of the lender.

G) Loaned objects may not be loaned, assigned, mortgaged, claimed, or in any way encumbered by the borrower.

H) Objects may be taken into the Museum for a very short term for study, identification, attribution or evaluation. Only the Director or Collection Manager may accept objects for this purpose. Under this policy:

- 1) Objects may never be appraised by Museum staff members.
- 2) The Collections Manager supplies a receipt of delivery which outlines the terms of this special type of loan.
- 3) The Museum and its employees are held blameless in the event of loss, damage or deterioration of the item(s).
- 4) Any item(s) not claimed within 30 calendar days becomes the property of the Museum.



## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

5) In cases where the owner is unknown, public notice must be given before the item is accessioned. Only the Advisory Committee, with the advice of legal counsel, may approve the accession of such unclaimed loans.

6) Proper notice will be given to owners in cases where the owner is known. This will notify them that the Museum will claim the item unless it is removed from the Museum premises.

7) Until the item is retrieved, it will be stored and maintained at the owner's expense.

I) No commercial exploitation of the fact that the object has been exhibited by the Museum may be used. This is to offset objects being sold or auctioned at higher prices because of their selection for a Museum exhibition.

J) No employee of the Museum or member of the Advisory Committee may lend an item to the Museum without public discussion and approval by the Advisory Committee. This is to avoid any appearance of self-dealing.

### Outgoing Loans

When an object is lent out by the Museum (Outgoing Loan), the Museum is the bailor (the giving one) and the borrower is the bailee (the one receiving).

The purpose of loans shall be to reach a wider audience and facilitate research. While on loan, objects must be afforded a level of care and protection as provided by and subject to the written approval of the Collections Committee. Loans for exhibit purposes are made to a qualified institution and that institution shall assume responsibility for the proper administration of the loan and the care and security of the object(s). Loans for research purposes are made to a qualified institution with which the researcher is affiliated and that institution shall assume responsibility for the proper administration of the loan and the care and security of the object(s).

A) The collections of the Corpus Christi Museum of Science and History, including Texas Historical Commission collections, are held in public trust and maintained for the benefit of the people of Texas. Loans are made only to qualified institutions consistent with this policy. Loans of *La Belle* artifacts must be approved by the Collections Committee with a written affirmation by the Executive Director of the Texas Historical Commission or his designee.

B) To assure objects for loan receive proper care and security, the requesting institution must present for approval of the Museum Collections Committee, verification of proper environmental, storage, exhibition, and security conditions and procedures for the handling and transit of objects. To this end, the requesting institution will complete a Revised Standard Facility Report as adopted by the Registrar's Committee of the American Association of Museums. On-site inspections by Museum staff may be required prior to agreeing to a loan of objects. The requesting institution should have a trained registrar, curator, or director to check inventory and prepare condition reports on materials borrowed. Following American Association of Museums and Accreditation and Review Council Guidelines, the requesting institution should have environmental controls and a fire marshal-approved fire suppression system. For exhibit loans, the facility should have standard museum security including:

- 1) Monitored ingress and egress,
- 2) Personnel circulating in the exhibit space with responsibility for security while the facility is open to the public, and
- 3) An electronic intrusion alarm system monitored by a certified central station or local law enforcement when the museum is closed,
- 4) Or a 24-hour security guard on duty beginning with the unloading and installation of exhibit materials.

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

A request for any variation in the above conditions must be made in writing by the institution for review by the Collections Committee. The request must include evidence of an acceptable arrangement to safeguard the stability and security of the loaned objects. Exhibition or research conditions shall be a part of the loan contract and evidence of adherence may be required. The use of the object(s) for the stated purpose must be adhered to by the borrowing institution. Packing and transportation methods are stated on the loan contract. The object(s) must be packed and transported in the safest possible way in accordance with the nature and condition of the object(s).

C) The Collections Manager is responsible for ensuring that a Condition Report is completed on objects prior to out-going loans and after the loan is returned to the Museum. *All objects are catalogued before they are loaned.* A Condition Report is required of the borrowing institution upon receipt of the loaned objects and prior to packing for return to the Museum. A copy of the Condition Report must be provided to the Museum. Damage or loss of objects while in transit or during the loan period must be reported verbally to the Collections Manager within 24 hours of the discovery of the loss followed by a written report detailing the extent and circumstances of the loss within two business days. Objects on loan cannot be altered, cleaned, or repaired unless permission to do so in writing is provided by the Collections Committee prior to any action being taken.

D) Fine arts insurance for all objects sent out on loan is required. Insurance coverage shall be provided by the borrowing institution, unless the institution provides an acceptable bond. Current and reasonable insurance valuations are the responsibility of the Museum. With regard to the *La Belle* collection, further approval of the Executive Director of the Texas Historical Commission or his designee is required. Under most circumstances, insurance is "fine arts, all risk, wall-to-wall" coverage and shall remain in effect throughout the duration of the loan. The required amount of insurance depends on the artifacts loaned. A certificate of insurance or acceptable bond is required from the borrowing institution prior to transportation of the loaned object and is kept on file at the Museum with a copy provided to the Texas Historical Commission for *La Belle* artifacts.

1) The Museum shall be named as an insured party in the policy and the policy shall provide that notice shall be given to the Museum ten business days prior to cancellation or reduction in the amount of the policy. The Texas Historical Commission shall be named as an insured party in the policy in the case of *La Belle* artifacts. In the event of cancellation or reduction of the insurance, the loan will then be subject to cancellation. Failure to maintain adequate insurance coverage in no way releases the borrowing institution from liability for loss or damage regardless of whether or not the Museum monitored the borrowing institution's insurance.

2) If a self-insured local, state, or federal governmental agency requests the loan or if the borrowing institution is unable to provide insurance, a request for an exception must be made in writing by the institution for review by the Collections Committee. The request must include evidence of an acceptable plan of self-insurance or other arrangement to satisfy any liability that might result from a loss under the terms of this Agreement.

E) An object(s) on loan must be returned promptly when the loan period expires. As appropriate, a reminder letter may be sent by the Museum to the borrowing institution. The Museum reserves the right to cancel or deny the renewal of any loan. The Museum will provide appropriate information and review and approve all text and labels relating to the exhibit of the loan in order to ensure accuracy and consistency in interpretation. Any changes must be approved in writing by the Collections Committee. The object(s) on loan must be available for research purposes at all times.

F) The borrowing institution has two working days to challenge the description of the items loaned. These challenges are subject to negotiation. After two working days, however, the borrowing institution

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

must comply with the physical description.

G) Except for condition reports, all photography, reproduction, or replication of a borrowed object(s) requires prior written approval by the Collections Committee. Lighting conditions, environmental and/or applied chemical alterations, and other conditions of reproduction and replication must be approved in writing by the Collections Committee. Photographs, reproductions, and replicas may only be used for research, exhibition, and educational purposes. Commercial use of loaned objects is prohibited.

H) With regard to the *La Belle* collection, the Texas Historical Commission and State of Texas must be credited in a suitable manner in all publications and exhibitions associated with the loaned object(s), including photographs and reproductions, and must receive two (2) copies of any news and other publication associated with the loaned objects. Other collections may require specifically worded credit lines. Otherwise the credit line should read, "From the Collections of the Corpus Christi Museum of Science and History, Corpus Christi, Texas."

I) There is a single loan form for both incoming and outgoing loans and all such actions must adhere to the conditions and terms as stated on this form.

### Loan Contract Conditions

1) The Borrower agrees to abide by the guidelines for loans set forth below. This Agreement must be signed before any objects will be transferred to the Borrower. These conditions may be changed only in writing and with the approval of the Collections Committee of the Corpus Christi Museum of Science and History. Applications for change must be made through the Collections Manager of the Museum.

2) The Museum reserves the right to recall the loan by written notification at any time if these conditions are not met, and is not liable for any consequential damages resulting from such action. The Borrower has ten working days to comply.

3) Loans are made only to qualified institutions, not to individuals. Loans are made to the institution with which the individual is affiliated and that institution assumes responsibility for the proper administration of the loan and the care and security of the object(s).

4) Objects on loan may not be altered or modified in any way, except as stated in the purpose of the loan (e.g., destructive analysis) and as approved in writing by the Collections Committee. For a destructive analysis loan, if portions of the original object are not destroyed during the analysis, they must be returned.

5) The Borrower will exercise due care in the custody, handling, transport, unpacking, and repackaging of the loan.

6) Upon unpacking, the Borrower will immediately acknowledge receipt of the loan by signing and returning a copy of the inventory and receipt that will accompany the shipment. A copy is to be retained by the Borrower.

7) For return, the loaned object(s) must be packed in the same or better manner as received and with the same cases, pads, and packing materials, unless damage has occurred, in which case replacement or substitution can be obtained with permission of the Museum. Handling and shipping of the loan will be at the Borrower's expense.

8) The Borrower agrees to provide insurance, or provide a bond, acceptable to the Museum. Insurance is fine arts, all risk, and "wall-to-wall". A Certificate of Insurance or acceptable bond must be received by

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

the Museum before the loan is placed in transit. The Museum (or, in the case of *La Belle* artifacts, the Texas Historical Commission) shall be named as an insured party and the insurer must be required to notify the Museum prior to cancellation or reduction of the amount of the policy.

9) The Borrower must maintain constant and adequate protection of the loaned object(s) to minimize the risk of theft or damage from handling. The Borrower also must maintain constant and adequate protection of the loaned object(s) from the hazards of fire and flood, exposure to harmful light levels, extremes of temperature and relative humidity, pest attack, and harmful atmospheric conditions.

10) Any changes in the condition of the loaned object(s), loss, theft, or damage to the loan in transit, during storage, or exhibit must be reported within 24 hours of discovery to the Collections Manager (361-826-4659). A written condition report, and photographs, if requested, must be sent to the Museum within 72 hours of the discovery of the loss, theft, or damage.

11) In the event of damage to the loaned object(s) during shipping or while in the custody of the Borrower, the Borrower is responsible for all conservation costs necessary to return the loaned object(s) to their undamaged condition, if possible. The Museum may, in its sole discretion, determine that an object is damaged beyond repair and may select an alternative remedy.

12) The lender is secured and held blameless from all losses, claims, actions, liabilities, damages, costs, and expenses (including attorney's fees and costs) arising from, or in connection with, a loan agreement.

13) The loaned object(s) must not be photographed, filmed, televised, or otherwise reproduced individually without the express, written prior consent of the Collections Committee of the Corpus Christi Museum of Science and History, with the exception that general views of an exhibition may be taken for publicity or documentation purposes.

14) The object(s) must be available and accessible to the Museum at all times for research purposes.

15) The Borrower shall ensure that all loaned object(s) on exhibition and/or in publication are identified as the property of the Corpus Christi Museum of Science and History or other credit line as stipulated in the loan agreement.

16) The Museum will review and approve all text and labels relating to the exhibit of the loan in order to ensure accuracy and consistency in interpretation. Any changes to the text must be approved in writing prior to exhibition.

17) The Borrower must provide two copies to the Museum of any news and other publications resulting from the exhibit or loan research on the objects.

18) Third party loans are prohibited. Any third party wishing to borrow objects on loan must contact the Museum in order that a separate loan contract may be developed and subsequently approved by the Collections Committee. Loaned objects may not be assigned, mortgaged, claimed, or in any way encumbered by the Borrower.

19) Transportation of loaned object(s) from one institution to another is prohibited. The borrower must return the loaned objects to the Museum prior to being loaned to another institution.

20) This loan agreement is in effect from midnight on the specified beginning date to midnight on the specified due date. The maximum loan period is one year, but may be reviewed and renewed annually.

21) The object(s) loaned to the Corpus Christi Museum of Science and History must be promptly

**EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)**

reclaimed. Under State Law a lender is considered to have donated loaned property to a museum if the lender fails to file an action to recover the property on loan to the museum within two years.

22) No commercial exploitation of the fact that the object has been exhibited by the Museum may be used. This is to offset objects being sold or auctioned at higher prices because of their selection for a Museum exhibition.

23) In the event of any conflict concerning this contract, this contract will be construed in accordance with the laws of the State of Texas. Venue for any action resulting from this contract shall be in Nueces County, Texas.

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

### MUSEUM ETHICS POLICY

“Corpus Christi, The City of choice where we make it happen.” This vision statement was developed by the executive team for the City of Corpus Christi and City department heads. The mission statement, developed by the same group, is to “provide exceptional service to enhance the quality of life.” The Museum is a department of the City of Corpus Christi. This vision and mission is reflected in the daily commitment of those involved with providing services to the community through fulfilling the Museum’s departmental mission.

#### Governance

**City of Corpus Christi:** The chief executive officer of the City under the voter approved City Charter and the City Council adopted Ordinance Code is the City Manager. The City Ordinance Code is the guiding policy for the Museum and all other City departments. As a practical matter, ordinances are developed for City Council consideration by City administrators with specialized expertise resident in various City Departments (e.g. Finance, Budget, Emergency Management, Human Resources, Legal, Risk Management, etc.). Administrative policies, procedures, and ethical principles to which City employees are subject similarly call upon the expertise from people in various departments and are submitted to the City Manager for his approval. The administrator of the Museum Department, the Director, is appointed by the City Manager. Policies that are specific and unique to the Museum are developed by the Museum Director as prescribed by the City Ordinance Code.

**Museum Department:** There are specialized laws, policies, procedures, and ethical principles that apply to the Museum and not to other City departments. It is the Museum Director’s responsibility to administer the Museum under the highest standard of conduct whether that is in the realm of the City ordinances, City administrative policies, City established procedures, or the more specific policies and procedures of the Museum. The Museum Director must develop those policies, procedures, and ethical guidelines that pertain exclusively to the Museum. Documents defining these policies, procedures, and ethical guidelines are typically reviewed administratively by the City Manager and/or a designated Assistant City Manager.

**Museum Advisory Board (Committee):** The governing body of the City, the City Council, established a methodology by ordinance that delegates review of policy issues that are exclusive to the Museum to a 12 member Museum Advisory Committee “appointed by the mayor with the advice and consent of the city council.” The City Manager is an ex officio member of the Museum Advisory Committee. Members are trained by the Museum Director and gain institutional experience by serving staggered three year terms, with a two term limit. This provides the City with a group of interested citizens with training and expertise to review the policies and procedures that are unique within the City to the Museum. Their advisory recommendations are given great weight by the Museum Director, City Manager, and the City Council.

*The advisory board shall serve as an advisor to the museum department and to the city council in matters of support and development of the museum. The board may adopt comprehensive policies relating to the:*

- (1) Management of collections;*
- (2) Acquisitions for the collection;*
- (3) Disposition and deacquisition of object in and for the collection;*
- (4) Use of museum facilities.*

*When adopted by the advisory board and approved by the city manager, the director of the museum shall implement such policies.*

The Friends of the Museum, although not a City entity, provides significant funding to support the mission of the Museum. Because of this role, review and revision of the Museum’s mission is done jointly by the Museum Advisory Committee and the Friends Board of Directors. Subsequently, the

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

Museum Advisory Committee adopts the mission statement which is then subject to review and approval by the City Manager.

The Museum Director is responsible for training Advisory Committee members, Board members of both the Friends of the Museum and the Museum Auxiliary, staff, and volunteers in the policies, procedures, and ethical guidelines under which the museum operates. It is also his responsibility to make certain that all those who work for and on behalf of the Museum understand and support its mission and public trust responsibilities as both a department of the City and as a museum.

Under the City and Museum ethics policies, Museum staff, volunteers, members of the City Council, the City Manager, and members of the Museum Advisory Committee:

- understand and fulfill their trusteeship roles and act corporately, not as individuals;
- act legally, ethically and with cultural sensitivity;
- conduct themselves in such a way as to avoid conflicts between personal interests and affiliations and the operations, interests, and reputation of the City and Museum.
- protect, maintain, and develop the Museum collections and programs and its physical, human, and financial resources in support of the mission of the City and the Museum;
- are responsive to and represent the interests of the Corpus Christi community;
- maintain relationships in which shared roles are recognized and separate responsibilities respected;
- maintain working relationships that are based on equity and mutual respect;
- ensure that professional standards and practices inform and guide museum operations;
- ensure that policies are articulated and prudent oversight is practiced;
- promote the public good rather than individual financial gain.

### Collection

The Museum collection is owned by the City of Corpus Christi. The Museum also manages state-owned collections as the designated marine archeology repository for the State of Texas and as a repository for state-owned terrestrial archeology collections. Care of the collection is the responsibility of the Museum Director working in conjunction with the collection committee. The collection committee is chaired by the Collection Manager and includes the Registrar, Museum Archeologist, and Museum Librarian. On issues involving the state held-in-trust archeology collections, the Executive Director of the Texas Historical Commission or his designee is also a member of the collection committee.

In 2005 a new mission statement was adopted which removed collecting from the mission of the Museum and made it a strategic objective to support the mission.

Strategic Objective B. The Museum will collect and preserve unique specimens, artifacts, and ephemera which illuminate our three basic themes and support innovative programming.

Strategic Objective C. To create new knowledge, Museum collections and resources will be shared with the public and researchers.

There was no intention through this action to diminish the Museum's responsibility to care for the collection, but there certainly was the intention to limit the growth of the collection and to eliminate it as the central focus of exhibits and programs. In part to fulfill this intent, collection staff job descriptions were revised eliminating "curator" as a functional job title to deemphasize the connotations associated with the curator title. The provisions of the Collection Management Policy continue to provide important guidance on collection issues and management of the collection is now the responsibility of the Collection Manager.

The Museum Director develops, the Advisory Committee adopts, and the City Manager approves the Collection Management Policy which includes guidelines for proper ethical behavior. The Museum Director and the collection committee are stewards of collections owned or otherwise in the custody of

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

the Museum. They are responsible for ensuring that the collection:

- supports the Museum mission;
- objects receive the highest standards of care;
- is properly managed, documented, and accounted for;
- objects and associated information are publicly accessible within appropriate limitations;
- acquisition, disposal and loan activities conform to the Museum's mission and public trust responsibilities;
- disposal through sale, trade, or research activities is solely for the advancement of the Museum's mission;
- sale proceeds from nonliving collections are to be used consistent with the established standards of the Museum's disciplines, but in no event shall they be used for anything other than acquisition of collections;
- related activities are used to promote the public good rather than individual financial gain.

It is the responsibility of the Collection Committee to recognize the unique and special nature of human remains, funerary, sacred, and cultural patrimony objects from all cultures as the basis for all decisions concerning current or potential collections.

### Programs

The change in mission in 2005 eliminated the collection as the central focus of exhibits and programs.

The new mission is as follows:

The mission of the Corpus Christi Museum of Science and History is to present the story of the cultural crossroads of the New World. With a unique confluence of natural history, science, people and environments, the South Texas area has served as a stage for the ongoing discovery of the Americas. Through innovative programs in history, culture, and science, the museum is committed to enlarging a shared understanding of our history and heritage as well as the impact and importance of science to our lives. By telling this story, the Museum will inspire a thirst for knowledge, context, and understanding.

Under this mission, the central focus of Museum programs and exhibits tell stories that need to be told regardless of whether those stories are supported by collections. All members of the Museum staff as well as Museum volunteers are a party to fulfilling this mission. The designated person to lead this coordinated effort is the Museum Educator working with a Program Committee that includes the Science Educator and History Educator, volunteers, and other staff who assist in the development and delivery of programs and exhibits.

It is the Program Committee's role to make certain that programs and exhibits:

- are based on good scholarship;
- are accessible to all and the widest possible audience are encourage to participate;
- respect pluralistic values, traditions, and concerns;
- fulfill the Museum's mission and values even when they involve relationships with external entities;
- promote the public good rather than individual financial gain.
-



## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

### CLEAR TITLE

Simply stated, title is the possession of all the rights of ownership to an object. Within this definition are many qualifications and specifications. But there are two general considerations regarding title to an object: one is the completeness of the title; the other is the quality of the title.

Once possession of an object is obtained, the museum then needs to consider whether or not it also possesses the copyright and trademark rights, and whether or not the donor has put any restrictions on the object (i.e. that it must be exhibited six months out of the year, or only with certain other objects, or that it may never be loaned). The museum must also consider the authenticity of the documents showing title. It must make sure that the object is truly as it is presented and that the documents are sufficient to insure title to the object.

#### A. Determining the Owner

One issue to consider is whether or not the person representing himself as the owner or duly authorized representative of the owner is, in fact, that person. While the museum cannot interrogate each donor, the museum Deed of Gift form should ask that the donor affirm that he is the true owner of the object, or a duly authorized representative of the owner.

While gathering background information on the object, it may be possible to ask if anyone else, legal heirs, etc., might have an interest in the object. If the gift is given by an estate, it is prudent to have all heirs or their authorized representative sign the Deed of Gift. A minor may not legally be able to give an object to the museum. The advice of a professional should be sought in these questionable instances.

Although expensive, there is a remedy through the courts if the museum acquisition is later found to have faulty title. If the museum can show damages, then they may be able to show misrepresentation on the part of the donor.

In the case of purchases, where the title or the object itself proves faulty, there is also remedy available through the courts. The Uniform Commercial Code provides several recourses for recovery. One is based on contract and requires that the museum prove that the seller misrepresented himself or the object, either on purpose or through negligence. Another section deals with objects that may be bought in good faith and sold in good faith as one thing but in subsequent research, turn out not to be what was offered.

Several states have statutes regarding the sale of an object from a professional dealer to a non-professional buyer. This may or may not work in the museum's favor.

#### B. Stolen Objects

Perhaps the biggest question concerns what happens if the museum acquires an object and the object turns out to have been stolen? The general rule in the United States is that a thief cannot convey good title. Title remains in the hands of the person suffering the theft and the museum must return the object or its value. There is a statute of limitations upon these claims, but court decisions vary and the museum cannot take the chance of being an innocent victim in this instance.

#### C. Smuggled or Illegally Acquired Objects

One of the most common problems of title has to do with objects improperly removed from the country of origin. These objects may not be challenged until many years after the original acquisition. Objects from American Indian tribes may be sought for return on the basis of foreign nation status. Pertinent treaties and statutes should be consulted in all instances: "Treaty of Cooperation Between the U. S. and Mexico for the Recovery and Return of Stolen Cultural Properties," "U. S. Statute Regulating

## EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

the Importation of Pre-Columbian Monumental or Architectural Sculpture or Murals," "The American Indian Religious Freedom Act," etc.

As always, laws concerning the collection, sale and trade of fish, wildlife and plants, should be consulted: "The Legacy Act," "Endangered Species Act" of 1973, as amended, "Marine Mammal Protection Act," "Migratory Bird Treaty," "Bald Eagle Protection Act," "Antarctic Conservation Act" of 1978, etc.

"The Antiquities Act" of 1906, and the "Archaeological Resources Protection Act" of 1979, should be consulted in all cases of objects excavated or given by people working in archeological digs.

### D. Restrictions

The Collections Management Policy provides guidelines for considering exceptions to the rule that the museum will not accept any gifts with restrictions on them. Restrictions may range from never disposing of the object to only disposing of the object to another educational institution. While the former is almost always unacceptable, the latter should be considered based on the quality of the object. The language of any restrictions should be examined carefully.

### E. Copyright

Special property rights (copyrights) which the creator may have in the work are distinct from the right to possess the work. Copyrights may be divided into five segments: the right of reproduction, the right of adaptation, the right of distribution, the right of performance, and the right to display the work publicly. The "Copyright Law" of 1978 should be consulted in all instances.

Before 1978, when a museum acquired an object, it was generally held that it acquired all copyrights. This is no longer true. Even if the objects were created before 1978 and previous publications show no "c", the work can still be considered copyrighted.

This automatic copyright may be negated by publication of the work without the symbol. However, public display, donation, or sale of the work is not necessarily synonymous with publication. In other words, a museum would be wise, in all instances, to have documents conveying copyright attached to purchases or gifts.

Works created for hire are considered to have the copyright invested in the employer, however, since the term "for hire" can be disputed, this situation of copyrights should be covered in a contract. Works created before 1978 without mention of copyright cannot be assumed to have their copyright vested in the museum. If a work is considered for reproduction, adaptation, etc. this must be checked.

If the copyright does not accompany a work, the museum would do well to consider whether or not those rights are worthwhile to acquire. The museum should ask what the potential interests of the museum might be as well as those of the person retaining the copyright.

EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

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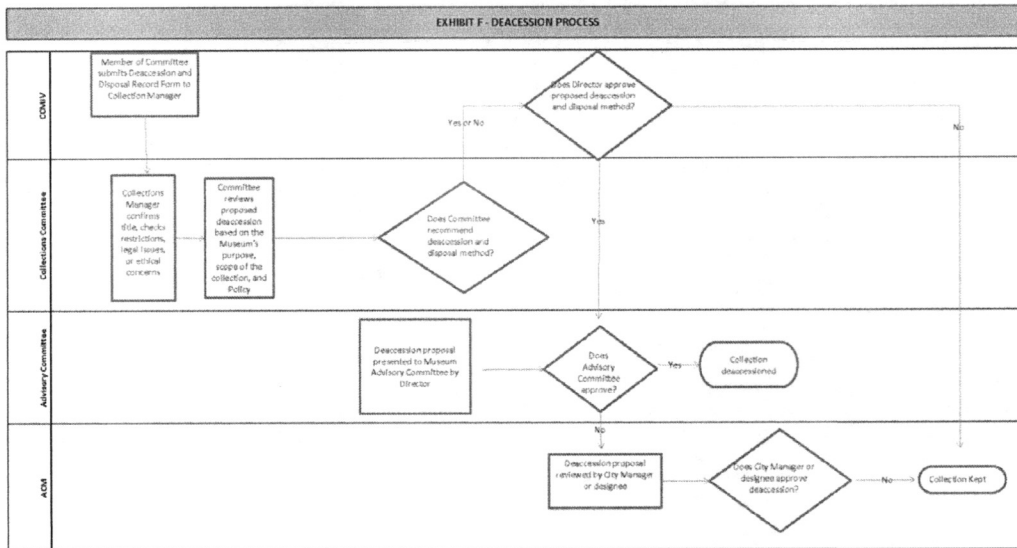
EXHIBIT E – COLLECTION MANAGEMENT POLICY (CONTINUED)

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Attachments:

- A. City Code, Chapter 2, Article III, Section 2-51 - Creating a Department
- B. City Code, Chapter 2, Article IV, Division 5, Section 2-90 - Museum Advisory Committee
- C. Laws of Texas Pertaining to Museums
- D. City Code, Chapter 2, Article IV, Division 1 - Attendance Requirements, Term Limits
- E. City Code, Chapter 2, Article V, Division 1 - Code of Ethics
- F. "Deed of Gift" Form



## EXHIBIT G – ADMISSIONS AND FACILITY USE FEES

### **Museum Hours of Operation**

Tuesday – Saturday 10 am – 5 pm

Sunday 12 pm – 5 pm

Monday Closed

Open Mondays 10 am – 5 pm in March and between Memorial Day and Labor Day

- The Museum offers 3 – 4 Dollar Days throughout the year
- Unaccompanied Children are not admitted
- Visitors under at 18 must be accompanied by an adult. At least one adult chaperone is required for every 10 children.

### **Museum Holidays**

Easter Sunday

Labor Day

Thanksgiving

Christmas Eve

Christmas Day

New Year's Day

### **ADMISSION FEES**

Adults (ages 13 and over) \$10.95

Senior Citizens \$7.95

Military (with ID) \$7.95

Children (ages 3 – 12) \$8.95

Children (age 2 and under) Free

### **MEMBERSHIP FEES**

#### **1 Year Membership Type:**

Single Membership \$39.95

Membership + One \$74.95

Family Membership (up to 4 people) \$139.95

Additional persons can be added to a membership for \$39.95 per person

Membership includes the following benefits:

- Free admission to the Museum for one year on normal operating days (free or discounted admission to select special events).
- 2 complimentary guest passes
- Receive the Museum's monthly events email
- 10% discount off birthday parties and camps
- 10% discount off Gift Shop purchases
- Exclusive Doc McGregor wall calendar
- Exclusive Museum vehicle decal
- Invitation to special events

### **EDUCATION PROGRAM FEES**

•Self-Guided (minimum of 15, booked in advance) \$6 per person

    Add a fact hunt to self-guided for an additional \$25

•Focus Programs (minimum of 15, booked in advance) \$8 per person

## EXHIBIT G – ADMISSIONS AND FACILITY USE FEES (CONTINUED)

- Discovery Stations (minimum of 15, booked in advance) \$10 per person
- Off Site \$100/30 students, plus \$20 for every 10 miles after the first 10
- Camp – per week - \$225 early bird member, \$250 early bird nonmember,  
\$250 regular member, \$275 regular nonmember  
\$275 late member, \$300 late nonmember  
\$15 per day before or after care  
Scholarships available
- Sensory Nights – regular admission, scholarships available
- Home School Day and Little Learners Hour - \$5 members and \$10 nonmembers
- Scout Programs - \$15 members and \$20 nonmembers
- Overnights (minimum of 25 to book a private group) \$45 per child \$20 per adult

### FACILITY USE POLICY – ROOM RENTAL RATES

- Rentals on the museum exhibit floor may start as early as 5pm.
- No rentals in museum galleries during operating hours. Exceptions apply for set up on Plaza.
- Extended Hours Fee: Hourly Rate of Location + \$50.00 (12:00am – 8:00am OR per hour after scheduled end of rental)
- Rehearsal: 4:00-5:00 pm on a regular operating day is FREE. No chair set up. If another time slot is desired, regular rates apply.
- Additional fee applied to events where alcohol is served.
- Rates do **not** include food or beverage fees.

#### **All room rentals include the following:**

- Renters insurance
- Tables and/or Chairs set up and takedown. Each rental time period includes 1 free hour of set up and 1 free hour of breakdown. Additional set up hours may be purchased.
- 20% Discount for Non-Profits

#### **Dome Room Package 1 – Ceremony Only**

Seating up to 95 guests \$850 for 2 hours, \$350 per additional hour, Bridal Suite for 2 hours prior to event

#### **Dome Room Package 2– Reception Only**

Seating up to 72 guests, \$850 for 2 hours, \$350 per additional hour

#### **Kenedy Package**

Seating up to 100 guests, \$950 for 2 hours, \$400 per additional hour

#### **Front Porch Stage + Kenedy Gallery Package 1**

Seating for up to 100 guests, \$1,150 for 2 hours, \$500 per additional hour

#### **Front Porch Stage + Kenedy Package 2**

Seating for up to 200 guests, \$1,350 for 2 hours, \$600 per additional hour

#### **North Wing (Dome Room + Front Porch Stage + Kenedy) Package 1**

Seating for up to 100 guests, \$1,550 for 2 hours, \$700 per additional hour

**EXHIBIT G – ADMISSIONS AND FACILITY USE FEES (CONTINUED)**

**North Wing (Dome Room + Front Porch Stage + Kenedy) Package 2**

Seating for up to 200 guests, \$1,750 for 2 hours, \$800 per additional hour

**Additions:**

- \$100 Transition Fee (our crew will move tables/chairs during your event)
- \$250 Bridal Suite (if renting for both ceremony & reception Bridal Suite included at no charge)
- \$25 Screen
- \$50 Projector
- \$25 Microphone (3 available)

**MEETING ROOM PACKAGES**

**All meeting room rentals include the following:**

- Tables & Chairs set up
- Free 30 minute set up to decorate
- Admission to Museum for guests

**Watergarden Room**

Seating for up to 50 guests, \$300 for 2 hours, \$125 per additional hour, \$5 per additional guest

**Lecture Hall**

Seating for up to 50 guests (maximum), \$250 for 2 hours, \$100 per additional hour

**Conference Room**

Seating for up to 12 guests, \$75 per hour, \$5 per additional guest

**Cost does not include food & beverage fees.**

**BIRTHDAY PARTY PACKAGES**

Party Time Slots: Tuesday-Saturday 11-1 or 2-4, Sunday 1-3 or 2-4

**All birthday party packages include the following:**

- Birthday Child is free
- Children under age 2 are free
- \$15 for each additional person
- Buy one get one coupon on a return visit (expires 1 year from event date)
- Members of Museum get 10% discount
- All day admission to the Museum for all guests
- 2 hours use of the party room w/free entry & roam of museum (Museum hours only)
- Family members allowed into the room 30 min. prior to decorate. (Host is encouraged to bring in cake, themed paper goods and decorations.) No helium balloons please.
- 2 slices pizza per person, Capri Sun & water (one for each person)
- Plates and cups

**Basic Party Package (Level 1)**

\$275 for up to 20 people,

**Deluxe Party Package (Level 2)**

\$500 for up to 30 people

1 Guardian is free



## EXHIBIT G – ADMISSIONS AND FACILITY USE FEES (CONTINUED)

Additional Food: 3 large bags of chips  
Choice of one (1) Craft, Science Experiment or Museum Tour (must have 2 weeks' notice)  
Value of \$620 – saves you \$120

### **Ultimate Party Package (Level 3)**

\$700 for up to 40 people  
2 Guardians are free  
Additional Food: Two 12-pack cases of soda & 5 large bags of chips  
One Free 6 inch Pucker Powder voucher for each guest  
Choice of two (2) Crafts, Science Experiments or Museum Tour (must have 2 weeks' notice)  
Customizable Invitations with Museum logo and party details (50).  
Value of \$975 – saves you \$175

### **Additions:**

- Party Favors – make your own 6" Pucker Powder: \$2 each
- Large 1 topping pizza: \$10 (requires 24 hr notice)
- Upgrade to the Watergarden Room: \$100
- Extra hour use of Party Room: \$100
- Customizable Invitations with Museum logo: \$15 for 25 invites
- Fact hunt: \$15 (for 25 people)  
(The scavenger hunt is ten multiple choice questions that lead the players to all corners of the Museum. This includes one paper & pencil per child, answer sheet with clues for adults, and a prize for each participant)
- Science Experiments (30 min.): \$50 (more than 30 students, \$75)
  - Oobleck/Slime** – get your hands a bit messy with our non-Newtonian slime. Learn about sheer force and impact with this funky liquid.

**Weather** – harness a bit of nature by making a cloud in a bottle. This simple demonstration uses a bicycle pump and a bit of rubbing alcohol to recreate the conditions found at the top of the Earth's atmosphere.

**Making Catapults** – with just a few supplies and a bit of know-how, create an ancient siege weapon to take home!

**Dinosaur Plane** – learn about the mighty Pteranodon and then make a small one. This fun and simple craft can even fly!

**Tortoise Time** – animal encounter with our Texas tortoise, Tex! See how our tortoise and other animals from the area are adapted to our environment.

**Ranching** – saddle up and design your own ranch brand.

**Fables & Fun** – one of our Museum Live characters will come to your party for story time!

**The Museum has a menu where you may select party trays, drinks and more.**

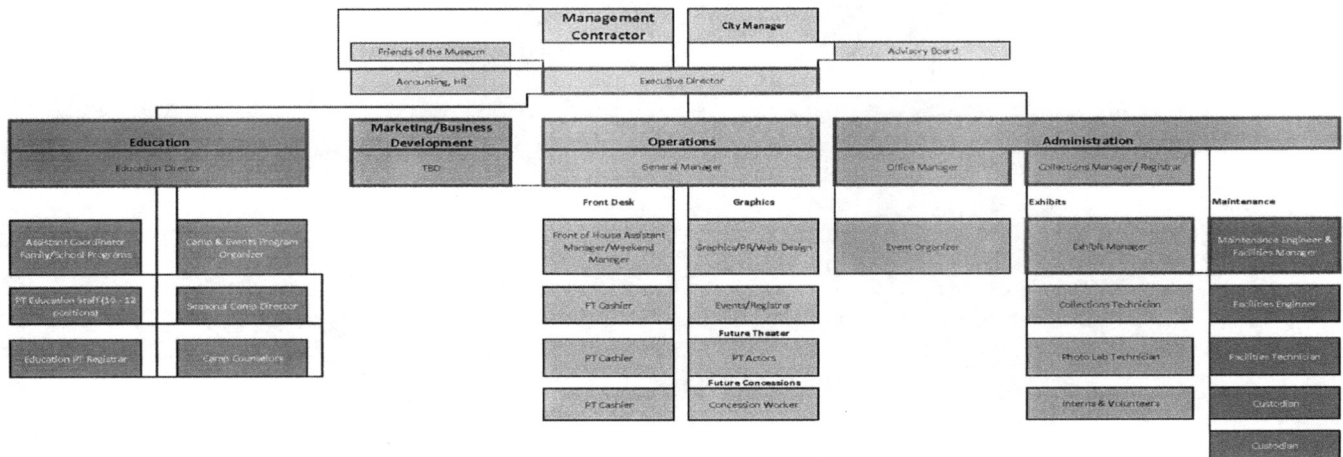
**EXHIBIT H - FACILITY MAINTENANCE**

<b>Item</b>	<b>Responsible Party</b>
Structure: includes foundation, walls, roof, windows (regular & storm), storm shutters, doors, flooring, ceilings, & fixtures	City
Building Systems: includes Electrical (parts & labor), HVAC, Plumbing, Elevator (maintenance & certification), Fire Alarm (parts & labor) and Security Alarm (parts & labor)	City
Building Fixtures: all quarterly and annual preventative maintenance on HVAC system, replacing interior and exterior light fixtures/ballasts, major toilet or sink repair, gate system major repairs including electrical boxes, door repair, fence repairs or replacement, Fire Sprinkler System preventative maintenance, repair and licensing, all boiler preventative maintenance and repairs, playground equipment repairs or replacement	City
Building Fixtures: air filters, light bulbs, simple toilet repair, Simple sink repair, strip and wax floors, shampoo carpets, maintain wall dividers in restrooms, door knobs, ceiling tiles, gate system minor* repairs, monitor boiler for leaks, minor* exhibit repair, exterior pressure washing of sidewalks and plaza, minor* interior paint touchup, annual fire extinguisher inspection and upkeep.	Contractor
Parking Lots, Sidewalks, Gates, & Signage	City
Landscaping: includes flower beds, ground cover, shrubs & trees	City
Electric Service (up to \$250,000)	City
Fire Alarm System Service	Contractor
Security Alarm System Service	Contractor
Playground: maintain grounds & equipment	Contractor
Janitorial: includes supplies and services for cleaning facility and exhibits	Contractor
Pest Control Service	Contractor
Dumpster Rental	Contractor
Radios	Contractor

\*Minor is defined as under \$500

**EXHIBIT I - ORGANIZATIONAL CHART**

**Corpus Christi Museum of Science and History**



**EXHIBIT J - PROPERTY INSURANCE**

County: Nueces			Protection Class: 4					100% Values		Flood Limits (NFIP)			
#	Address	Zip Code	Responsible Dept.	Occupancy	Const.	Roof	Stories	Total	Buildings	Contents	Flood Zone	Area (Sq/Ft)	Year Built
257	1900 N Chaparral	78401	Museum	Science & History Museum	Masonry	Steel/Cover	1.5	\$ 32,750,000	\$ 12,750,000	\$ 20,000,000	B	85,000	1963
258	1900 N Chaparral	78401	Museum	Museum Mechanical Bldg	Masonry	Steel/Cover	1.5	\$ 347,400	\$ 97,400	\$ 250,000	B	1,200	1967

### EXHIBIT K - MUSEUM REVENUE

		FY17		FY16
Oct	\$	66,558.11	\$	30,053.44
Nov		31,867.53		27,162.66
Dec		44,028.53		30,414.06
Jan		43,370.74		22,600.59
Feb		37,460.04		29,545.99
Mar		85,226.48		116,277.21
Apr		61,019.62		87,182.08
May		86,975.84		82,930.43
Jun		61,594.05		60,626.25
Jul		148,285.77		142,580.91
Aug		121,047.52		50,716.52
Sep		25,172.83		132,735.65
	\$	<u>812,607.06</u>	\$	<u>812,825.79</u>

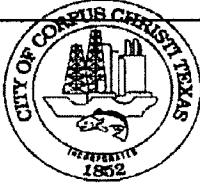
Museum also receives \$50,000 in HOT Funds for reimbursements on advertising.

## EXHIBIT L - MUSEUM EXPENSES

### General and Administrative Expenses For the Year Ended September 30, 2017

	<b>2017</b>
Advertising and promotional expense	\$ 5,219
Computer and internet expenses	4,543
Continuing education and training	3,213
Credit card and bank fees	17,738
Dues and subscriptions	6,579
Employee benefits	43,958
Exhibit expense	2,065
Gift shop supplies	27,383
Insurance	14,619
Management information systems	32,052
Meals and entertainment	7,103
Miscellaneous operating expenses	31,349
Office supplies	15,444
Payroll taxes and labor burden	85,070
Postage and shipping	2,436
Professional fees	28,252
Rental and lease fees	13,275
Repairs and maintenance	32,140
Retirement plan benefits	5,491
Salaries and wages	796,570
Special events	30,378
Telephone and communications	2,476
Utilities	250,267
	<u>\$ 1,457,620</u>

# Attachment B – Pricing Schedule



## CITY OF CORPUS CHRISTI - PURCHASING DIVISION Pricing Form

**RFP No. 1703  
Museum of Science and History Management Services**

PAGE 1 OF 1

DATE: June 10, 2018

Friends of the Museum of Science and History  
PROPOSER

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.
2. Provide your best price for each item.
3. In submitting this proposal, Proposer certifies that:
  - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
  - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's purchasing office, pursuant to the Code of Ordinances, is current and true.
  - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

ITEM	DESCRIPTION	ANNUAL PRICE
1.0	Management Fee Year 1 (October 1, 2018 – September 30, 2019) – Not to Exceed \$600,000	\$500,000.00
2.0	Management Fee Year 2 (October 1, 2019 – September 30, 2020) – Not to Exceed \$570,000	\$300,000.00
3.0	Management Fee Year 3 (October 1, 2020 – September 30, 2021) – Not to Exceed \$541,500	\$200,000.00
4.0	Management Fee Year 4 (October 1, 2021 – September 30, 2022) – Not to Exceed \$514,425	\$150,000.00
5.0	Management Fee Year 5 (October 1, 2022 – September 30, 2023) – Not to Exceed \$488,704	\$150,000.00
	<b>TOTAL</b>	<b>\$1,300,000.00</b>

# **ATTACHMENT C – INSURANCE REQUIREMENTS**

## **Insurance Requirements**

### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator (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 **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **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
<b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b>	<b>Bodily Injury and Property Damage</b> 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 \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit



WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.  \$500,000/\$500,000/\$500,000
Employers Liability	
HOST LIQUOR LIABILITY Applicable when alcohol being served	\$1,000,000 Combined Single Limit
CRIME/EMPLOYEE DISHONESTY  Contractor shall name the City of Corpus Christi, Texas as Loss Payee	\$500,000 Per Occurrence

- C. In the event of accidents of any kind related to this contract, Contractor 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, Contractor 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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor'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. Contractor 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. Contractor 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, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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 Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.

H. It is agreed that Contractor'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.

2018 Insurance Requirements

Legal Dept.

Museum Of Science And History – Agreement for Museum Management Firm

05/24/2018 sw Risk Management

Revised 6/26/2018