

STATE OF TEXAS §
 §
COUNTY OF NUECES §

CONTRACT FOR THE CORPUS CHRISTI TOURISM PUBLIC IMPROVEMENT DISTRICT

This contract for the collection of assessments and provision of services and improvements for the Corpus Christi Tourism Public Improvement District (the “Contract”) effective as of July 1, 2022, is made by and between the Corpus Christi Tourism Public Improvement District Corporation, (“CCTPIDC”), a Texas nonprofit corporation, Corpus Christi Area Convention and Visitors Bureau (“CVB”), a Texas nonprofit corporation, and the City of Corpus Christi (the “City”), a Texas municipal corporation.

RECITALS:

WHEREAS, on June 28, 2022, the City Council, passed Resolution No. _____, which made certain findings concerning the advisability of establishing the Corpus Christi Tourism Public Improvement District (the “District”), authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code, designated the CCTPIDC as the entity responsible for the management of and provision of services and improvements to the District, and Ordinance No. _____, which authorized the City Manager, or designee, (“City Manager”) to enter into a three-way contract between the City, the CCTPIDC and the CVB for the provision of services and improvements for the District and collection services by the City for the District, approved the initial District service plan, and levied the assessment of 2% per room night, attached hereto as **Exhibit A** (the “Service Plan”); and

WHEREAS, CCTPIDC shall be the primary entity responsible for the oversight of services and improvements to the District, but the CVB shall implement the Service Plan for the District under CCTPIDC’s oversight; and

WHEREAS, the Board of Directors of CCTPIDC and the Board of Directors of the CVB have each passed a resolution authorizing their respective entities to enter into this Contract and authorizing the Chairman of the Board to sign on behalf of CCTPIDC to bind the corporation under this Contract, and the CVB’s President & CEO to sign on behalf of the CVB; and

WHEREAS, the City, CCTPIDC and CVB now desire to enter into this Contract for the collection of the assessments and the management of the provision of services and improvements to the District; and

WHEREAS, the services to be supplied to the District provide special benefits to the property owners within the District and are supplemental to standard City services.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CCTPIDC, the CVB and the City agree as follows:

1. **Engagement and Compensation.** The City hereby engages CCTPIDC and the CVB and they agree to provide in accordance with the provisions of this Contract, Resolution No. _____, and Ordinance No. _____, the services and improvements described in the Service Plan and future annual service plans to be approved by CCTPIDC and the City Council. The amount to be paid to the CVB for the administration of the program items shall not exceed the amount established for "Administration" by each annually approved service plan (as same may be later modified pursuant to Section 2.(a) of this Contract). The amount to be paid to the City for the administration of the program items shall include the costs associated with the payment of the assessment by credit card (i.e. credit card fees) as well as a \$15,000.00 upfront one-time charge and a recurring cost determined annually based on actual City costs related to the District and to be included in the annually approved service plan, reflecting the costs associated with the City performing its duties under this Agreement.
2. **Scope of Services.** Throughout the duration of this Contract, CCTPIDC and the CVB shall provide the services and improvements as described in the Service Plan and thereafter approved annually by the City Council. In providing these services and improvements, CCTPIDC and CVB shall:
 - (a) timely deliver the services and improvements in accordance with the annually approved service plan, subject to CCTPIDC's ability to modify the amount to be expended on items without City Council approval within the program categories if CCTPIDC determines that such changes would serve the common interest of owners in the District and the increase or decrease in the amount of a program category does not exceed ten percent (10%) of the budgeted amount for that category. The Service Plan and each such annually approved service plan as same may thereafter be increased or decreased shall be hereafter referred to as the "Service Plan." "Program categories" in the Service Plan include marketing and sales activities and other services as provided in the Service Plan;

- (b) only use District assessment funds received to defray expenditures which:
 - (i) clearly fit within the noted categories specifically listed in the Service Plan (except as modified pursuant to subsection (a) above); and (ii) are incurred after August 1, 2022 (hereinafter called “allowable costs”), other than allowable startup costs as referred to in the “Start-Up Costs for Creation of the PID” section of Exhibit 2;
- (c) support all costs covered by District assessment funds by properly executed checks, orders, payrolls, time records, invoices, contracts, vouchers, or other accounting documents evidencing in detail the nature and propriety of the charges. Such documentation shall be clearly identified, readily accessible and, to the extent possible, kept separate and apart from all other such documents;
- (d) provide for the filing of all required reporting in accordance with Chapter 372 of the Texas Local Government Code;
- (e) set priorities and schedules for implementing the service plan elements, considering the needs and preferences of owners in the District and the availability of personnel and financial resources;
- (f) if necessary, secure and retain the services of qualified personnel and outside contract services to implement the service plan and provide communication equipment and office supplies as approved by the CCTPIDC Board;
- (g) prepare a timely annual update of the Service Plan for the District to be presented to the City Council for annual review and approval. The plan will include an assessment roll, along with an updated ten-year service plan;
- (h) commission an annual financial audit of all PID expenditures by a Certified Public Accountant and make the audit available to the City within ninety (90) days after the end of the fiscal year;
- (i) allow reasonable access as provided under the Texas Public Information Act to the City of the financial records of CCTPIDC and the CVB that relate to the District;
- (j) prepare and deliver to the City quarterly/annual financial reports in a timely manner as listed in **Exhibit B**; and
- (k) take other actions reasonably necessary for the management of the District and the provision of the services and improvements to the District.

3. **Collection and Distribution of Assessments.** The parties mutually agree and understand that funding under this Agreement is subject to approval of the annual assessment by the City Council and the funding is not effective until approved by the City Council. If the annual assessment is not approved for any fiscal year of the City, which fiscal year begins October 1, this Agreement shall automatically terminate once all previously executed debt obligations of the District are satisfied. The City shall collect the annual assessments for the District along with the City Council approved allocation of local hotel occupancy taxes. Assessment Funds shall be accounted for and distributed as provided below.

(a) The assessments received will be transferred to the CVB on a monthly basis. Delinquent assessments collected after the District has been dissolved shall be retained by the City, but the retention of such assessments shall be subject to utilization by the tax collector to repay any previously executed debt obligations of the District and to repay any hotel that is legally entitled to a refund of all or a portion of an assessment and any interest required by law to be paid. The amount paid on or about the first of each month will be an amount equal to the assessment collected from two months prior to the payment as illustrated in table below.

| Assessment collected by City | Assessment paid to CVB |
|------------------------------|------------------------|
| August 20 | October 1 |
| September 20 | November 1 |
| October 20 | December 1 |
| November 20 | January 1 |
| December 20 | February 1 |
| January 20 | March 1 |
| February 20 | April 1 |
| March 20 | May 1 |
| April 20 | June 1 |
| May 20 | July 1 |
| June 20 | August 1 |
| July 20 | September 1 |

(b) All assessments, including any interest for late payments, shall be transferred on a monthly basis to an account of the CVB for the benefit of the CCTPIDC by Automated Clearing House, wire transfer or other means mutually agreed to by the City and the CVB. The District assessment collection process is explained in **Exhibit C**.

(c) The City hereby expressly acknowledges that CCTPIDC is contracting with the CVB to implement the funded activities of the District, more specifically: to enhance

services, undertake certain improvements, in particular, special supplemental services relating to District marketing, business recruitment, and promotional activities for improvement and promotion of the District, including the provision of supplemental marketing and sales initiatives to increase demand for transient, business, convention, group, and other hotel activity to the City of Corpus Christi. A copy of the CCTPIDC/CVB contract is included as **Exhibit D**.

(d) The City shall provide the CVB with electronic copies of the assessment roll. CVB shall make that information available to the CCTPIDC Board.

(e) CCTPIDC or its contractor will invest the District assessments received from the City and any income earned on those assessments in accordance with the investment policies and strategies prescribed in Chapter 2256 of the Texas Government Code to achieve the following investment objectives, in order of priority:

(1) understanding of the suitability of the investment to the financial requirements of the entity; (2) preservation and safety of principal; (3) liquidity; (4) marketability of the investment if the need arises to liquidate the investment before maturity; (5) diversification of the investment portfolio; and (6) yield. The assessments and any interest or other income earned on such public funds shall be used by CCTPIDC and CVB to fund services and improvements listed in the service plan annually approved by the City Council.

4. **Conflict of Interest.** By signing this Contract, the CCTPIDC and CVB both acknowledge to the City that it has made and will continue to make full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property and business relationships that relate to the duties of the CCTPIDC. The CCTPIDC and CVB further agree that it shall make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Contract and prior to its termination.
5. **Discrimination Prohibited.** CCTPIDC and CVB, in the execution, performance, or attempted performance of the Agreement, shall not willfully discriminate against any person or persons because of sex, race, religion, color or national origin, nor will CCTPIDC or CVB knowingly permit its officers, agents, employees or subcontractors to engage in such discrimination.
6. **Gift to Public Servant.** City may terminate this Contract immediately if CCTPIDC or CVB has knowingly offered or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require CCTPIDC and/or CVB to remove any employee of CCTPIDC or of the CVB who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

7. **No Partnership or Joint Venture.** It is specifically understood that the relationship described in this Contract between CCTPIDC, CVB, and the City is contractual in nature and is not to be construed to create an agency, partnership or joint venture relationship between CCTPIDC, CVB, and the City; nor shall the City be liable for any debts incurred by the CCTPIDC or CVB in the conduct of such other party’s business or function.
8. **Independent Contractor.** CCTPIDC’s and CVB’s status shall be that of independent contractors and not as agents, servants, employees, or representatives of the City in the performance of services under this Contract. CCTPIDC and CVB shall exercise independent judgment in performing duties under this Contract and are solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of CCTPIDC or CVB in the performance of this Contract shall be construed as making CCTPIDC or CVB the agent, servant or employee of City, or making CCTPIDC or CVB or any of their employees eligible for the fringe benefits, such as retirement, insurance and worker’s compensation, which City provides its employees.
9. **Assignment.** CCTPIDC and CVB shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of City’s City Manager. As an express condition of consent to any assignment, CCTPIDC and CVB shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.
10. **Insurance.**

The CVB, on behalf of CCTPIDC, shall, at its own expense, maintain in full force and effect throughout the term of this Contract insurance in accordance with the **Exhibit E** which is attached hereto and incorporated by reference. Certificates of insurance must be provided to the City’s Risk Manager before performance under this Contract can begin. The Certificate(s) 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 must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City's written request.

CITY SHALL HAVE NO DUTY TO EXECUTE OR PERFORM UNDER THIS CONTRACT UNTIL THE CERTIFICATE AND SUFFICIENT EVIDENCE OF CONFORMITY TO CITY'S INSURANCE REQUIREMENTS SHALL HAVE BEEN DELIVERED AND APPROVED BY THE CITY, AND NO CITY OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.

11. **Indemnity.** CCTPIDC AND CVB AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY CCTPIDC OR CVB'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT ACT OR OMISSION OF CCTPIDC OR CVB, THEIR OFFICERS, DIRECTORS, AGENTS, ASSOCIATES, EMPLOYEES, SUB-CONSULTANTS OR CONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH CCTPIDC AND/OR CVB AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ASSOCIATES, EMPLOYEES, SUB-CONSULTANTS OR CONTRACTORS IN CONNECTION WITH THE PERFORMANCE OR CONDUCT OF THE SERVICES RELATED TO, CONTEMPLATED BY OR ARISING AS A RESULT OF THE SERVICE PLAN, AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.
12. **Rights, Remedies and Termination.** All parties are executing this Contract in good faith and with the intent that all provisions contained herein shall be met in accordance with their terms. In the event of a breach or violation of its terms by any party to this Contract, then the party in compliance may exercise whatever rights and remedies may be available or afforded to such party at law or in equity. In addition to any other remedies available, the City may terminate this Contract if CCTPIDC or CVB violates any part of this Contract and CCTPIDC or CVB fails to reasonably cure the violation of this Contract within thirty

(30) days of receipt of written notice to both entities by the City of a violation of this Contract by certified mail.

In addition to termination, the City shall recover those portions of assessment funds, including interest or other income earned on such assessment funds that were not spent on allowable costs per the Service Plan, that are commensurate with any damages suffered by the City as a result of CCTPIDC or CVB's violation of the terms and conditions of this Contract. CCTPIDC and CVB may each invoice City for all services they respectively completed and shall be compensated in accordance with the terms of this Contract with special assessments for all services performed by CCTPIDC and CVB prior to the date specified in such notice. A previous payment or approval of payment of all or any portion of assessment funds by City shall not be deemed a waiver of the City's rights under this section. Any express waiver by the City of a violation by CCTPIDC or by CVB shall not be deemed to waive any subsequent violation by CCTPIDC or CVB.

13. **Notice.** Any notice, payment, statement, or demand required or permitted to be given under this Contract by any party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing:

If to the City:

City of Corpus Christi
Attn: City Manager
1201 Leopard Street
Corpus Christi, TX 78401

With a Copy to:

City of Corpus Christi
Attn: City Attorney
1201 Leopard Street
Corpus Christi, TX 78401

If to CCTPIDC:

Corpus Christi Tourism Public Improvement District Corporation (CCTPIDC)
Current CCTPIDC Chair c/o Scott Joslove
1701 West Avenue
Austin, TX 78701

If to CVB:

Current President & CEO of Visit Corpus Christi

Visit Corpus Christi

400 Mann Street suite 1100

Corpus Christi, Texas 78401

14. **Right of Review and Audit.** The CCTPIDC each calendar year or fiscal year shall conduct a financial audit of CCTPIDC and CVB records pertaining to its revenues and expenditures of assessments allocated under this agreement. Such audits shall be undertaken by a firm of certified public accountants satisfactory to City Manager and to the CCTPIDC Board. The cost of such audit shall be paid by the District. A copy of the completed annual financial audit shall be provided to the City Manager within 90 days of its completion. If any assessment funds are provided to sub-recipients, the CVB and CCTPIDC agree to include a provision asserting the right of the District or of the City to request an audit of District funds allocated to and expended by any entity in any contracts with sub-recipients of assessment funds for the sole purpose of confirming the use of any assessment funds provided. For the purposes under this Agreement, a sub-recipient is an organization sponsoring an event, including a convention, which would constitute an eligible use of assessment funds. The CVB shall maintain records received from each of such sub-recipients confirming the proper use of any assessment funds provided. City is granted the right to audit, at City's election, all CCTPIDC and CVB records and billings relating to the performance of this Contract. CCTPIDC and CVB agree to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release provided under this Contract shall be subject to City's rights as may be disclosed by such audit.

15. **Public Information Act.** CCTPIDC and CVB understand that the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and CCTPIDC and CVB agree that the Agreement can be terminated if the CCTPIDC or CVB knowingly or intentionally fails to comply with a requirement of that subchapter. In accordance with Subchapter J, the CCTPIDC and CVB will:
 - a preserve all contracting information related to this Agreement;
 - b promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of CCTPIDC or CVB on request of the City; and
 - c on termination of the Agreement, either provide all contracting information related to this Agreement to the City at no cost, or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the City.

16. **Captions.** The captions, headings, and arrangements used in this Contract are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
17. **Compliance with Laws and Regulations.** This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Corpus Christi and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. CCTPIDC and CVB shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.
18. **Venue.** The obligations of the parties to this Contract shall be performable in Nueces County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Nueces County, Texas.
19. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.
20. **Legal Construction.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.
21. **Term.** This Contract shall terminate on August 1, 2032, unless otherwise agreed to in writing by the parties. If for any reason the District is dissolved before August 1, 2032, this Contract shall terminate upon the payment to CCTPIDC and CVB for all previously executed debt of the District and for services and improvements provided to the District to the date of dissolution and for the reasonable cost of services to conclude the business of the District.
22. **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

23. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Contract, their assigns.
24. **Entire Agreement; No Oral Modifications.** This Contract (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the City with both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by all parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

EXECUTED and effective as of the 1st day of July 2022, by City, signing by and through its City Manager, or designee, duly authorized to execute same by Ordinance No. _____ approved by the City Council on June 28, 2022, and by CCTPIDC and CVB, acting through their authorized officials.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Constance P. Sanchez
Chief Financial Officer

APPROVED AS TO LEGAL FORM:

BY: _____

Assistant City Attorney
For City Attorney

**CORPUS CHRISTI TOURISM PUBLIC
IMPROVEMENT DISTRICT CORPORATION,
INC.,**
a Texas nonprofit corporation

By: _____
Rakesh Patel, CCTPIDC Chairman

CORPUS CHRISTI AREA CONVENTION AND
VISITORS BUREAU., a Texas nonprofit
corporation

By: _____
Brett Oetting, CEO

Attachments:

Resolution No. _____

Ordinance No. _____

Exhibit A – The Initial Service Plan

Exhibit B – Financial Reports

Exhibit C – Tourism PID Assessment Collection Process

Exhibit D – CCTPIDC/CVB Contract

Exhibit E – Insurance Requirements

THE STATE OF TEXAS §
 §
CITY OF ----- §

This instrument was ACKNOWLEDGED before me on _____, 20____, by Constance Sanchez, Chief Financial Officer of the City of Corpus Christi a Texas municipal corporation, on behalf of the City of Corpus Christi.

Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public

THE STATE OF TEXAS §
 §
CITY OF ----- §

This instrument was ACKNOWLEDGED before me on _____, 20____, by Rakesh Patel, the Chairman of the Board, Corpus Christi Tourism Public Improvement District Corporation, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public

[illegible]

This instrument was ACKNOWLEDGED before me on _____, 20__, by Brett Oetting, the CEO of Corpus Christi Area Convention and Visitor's Bureau, a Texas nonprofit corporation, on behalf of said corporation.

Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public

Resolution No. _____

Ordinance No. _____

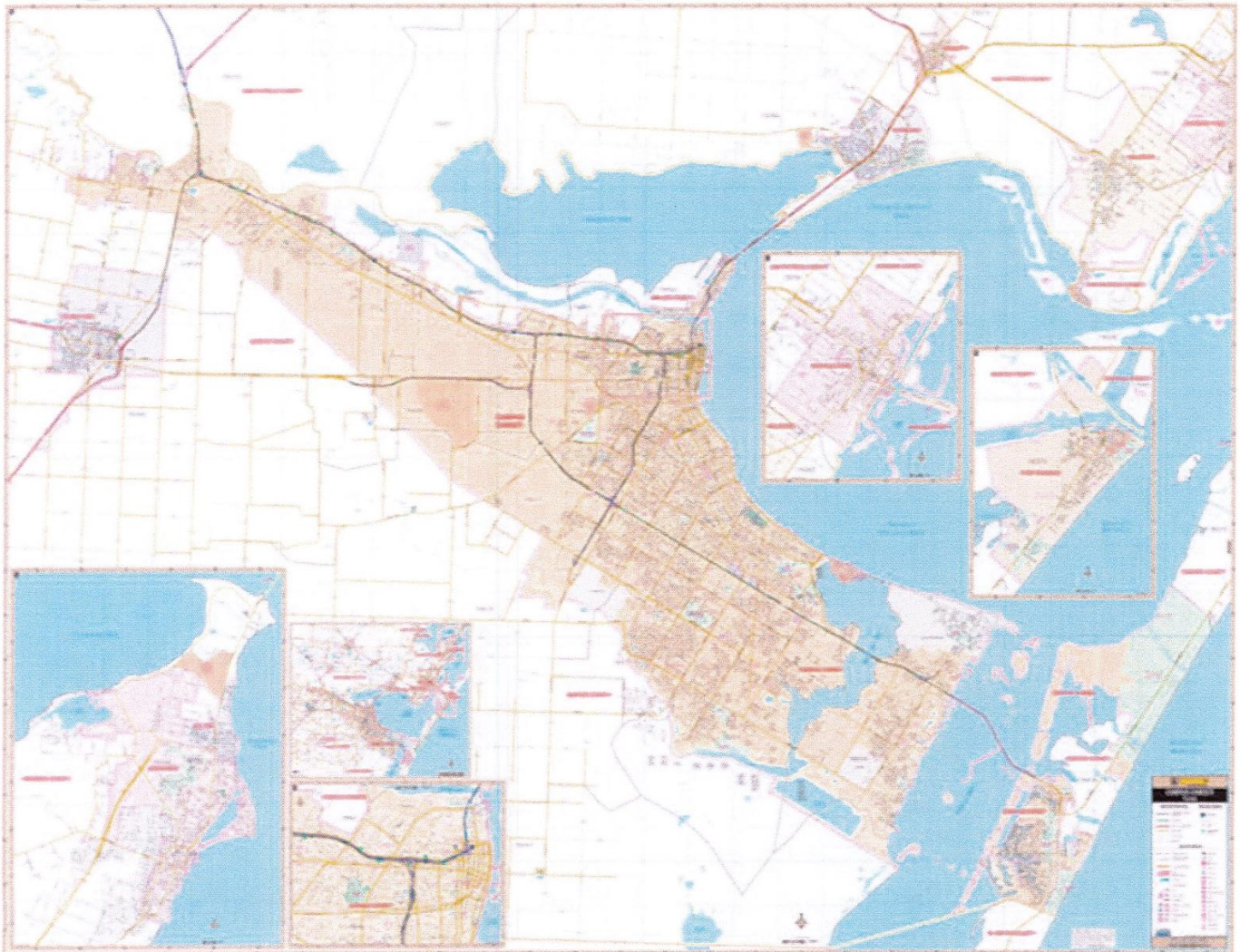
Exhibit A
Service Plan

Exhibit B

| Category | Timeline (annually) |
|--|---------------------|
| TPID Management Workshop | August |
| 1 st Quarter financial report FY (Cover Letter, P&L, Balance Sheet & Spending Update) | January |
| 2 nd Quarter financial report FY (Cover Letter, P&L, Balance Sheet & Spending Update) | April |
| 3 rd Quarter financial report FY (Cover Letter, P&L, Balance Sheet & Spending Update) | July |
| 4 th Quarter financial report FY (Cover Letter, P&L, Balance Sheet & Spending Update) | October |
| FY Annual Financial Report | December |
| FY Annual Financial Audit Report | January |
| Reports for TPID Assessment (Service Plan, Cover Letter, Ten-Year Assessment Plan & Ten-Year Budget) | September |

Exhibit C

Tourism Public Improvement District (TPID) Assessment: The Corpus Christi TPID was created by Resolution No, _____ on June 28, 2022. A two percent (2%) TPID assessment was also assessed. by Ordinance No. _____ and applies to hotels with 40 or more rooms within the designated TPID within the City of Corpus Christi. The map below illustrates the proposed District boundaries.



****All hotels listed on District list are within the Corpus Christi city limits.**

The definitions related to hotel, occupancy, collection procedures, remedies, etc., are applied as referred to in Corpus Christi City Code and applicable state law.

TPID Fiscal Year Billing Cycle: The Corpus Christi Tourism PID will operate for ten (10) years (August 1, 2022 to July 31, 2032). The assessment rate will be approved annually by the City Council.

TPID Charges/Collection: The two percent (2%) assessment only applies to hotel charges that are subject to city hotel occupancy tax at hotels with 40 or more rooms. The TPID assessments will be remitted to and collected by the City using the schedule and process that is in place for City hotel occupancy tax payments. Remittances, collection and any penalties shall occur in accordance with city ordinance and state law.

Exhibit D

**CVB & CORPUS CHRISTI TOURISM PUBLIC IMPROVEMENT DISTRICT
CORPORATION (CCTPIDC)**

EXHIBIT E

INSURANCE REQUIREMENTS

I. CVB'S LIABILITY INSURANCE

- A. CVB must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. CVB must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. CVB must furnish to the City's Risk Manager and Director Human Resources, 2 copies of Certificates of Insurance (COI) 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 is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

| TYPE OF INSURANCE | MINIMUM INSURANCE COVERAGE |
|--|--|
| 30-written day notice of cancellation, required on all certificates or by applicable policy endorsements | Bodily Injury and Property Damage Per occurrence - aggregate |
| Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury | \$1,000,000 Per Occurrence |
| CRIME/EMPLOYEE DISHONESTY CVB shall name the City of Corpus Christi, Texas as Loss Payee | \$1,000,000 Per Occurrence |

- C. In the event of accidents of any kind related to this agreement, CVB 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, CVB must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the CVB will be promptly met.
- B. CVB shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at CVB'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. CVB shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. CVB shall pay any costs incurred resulting from said changes. All notices under this Article 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. **CVB 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, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation 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 suspension, cancellation, non-renewal or material change 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 suspension, cancellation, or non-renewal of coverage, CVB shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend CVB'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 CVB'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 CVB to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to CVB hereunder until CVB demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which CVB may be held responsible for payments of damages to persons or property resulting from CVB's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that CVB'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 agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2021 Insurance Requirements

Ins. Req. Exhibit

Professional Services – GL-Crime-Employee Dishonesty

07/28/2021 Risk Management – Legal Dept.