

Lease Agreement with Lutheran Social Services of the South, Inc. d/b/a Upbring Head Start

This lease agreement (the "Lease") is entered into this the ____ day of _____, 2025 ("**Effective Date**") between the City of Corpus Christi, a Texas home-rule municipal corporation ("**CITY**"), acting through its duly authorized representative, the City Manager or designee ("**City Manager**"), and Lutheran Social Services of the South, Inc. d/b/a Upbring Head Start, a Texas nonprofit corporation, ("**UPBRING**"), acting through its duly authorized representative.

1. Term. The term of this Lease is five years, beginning on January 1, 2025 ("**Commencement Date**"), and ending on December 31, 2029 ("**Expiration Date**"), unless terminated sooner or extended as provided in this Lease. So long as Tenant is not in default of any terms of this Lease beyond all applicable notice and cure periods, the Term of this Agreement may be extended upon mutual agreement by CITY and UPBRING for up to ten (10) additional one (1) year terms (each, a "**Renewal Term**"); with the option requiring UPBRING to provide at least one (1) month prior written notice before the then expiration of the Lease, or Renewal Term, as applicable, to properly extend the term of the Lease. The initial lease term and any renewal terms exercised by UPBRING hereunder shall be collectively referred to herein as the "term of the Lease".

2. Property. The CITY does hereby lease, let, and demise to UPBRING the following properties located in Corpus Christi, Nueces County, Texas:

- (a) Real and personal property including two (2) portable buildings located at Lot 1, Block 9, Three Fountains Unit #1, an addition to the City of Corpus Christi, also known as Centro De Ninos, 1838 Frio Street;
- (b) Real and personal property, including one (1) portable building located at Lots 20 and 22, Block 2, Booty and Allen, an addition to the City of Corpus Christi, also known as Miramar 1311 7th Street;
- (c) Personal property consisting of two (2) portable buildings located at 3750 South Port Street (Housing Authority of Corpus Christi La Armada Unit);
- (d) Personal property consisting of four (4) portable buildings located at 1402 West Point Road (Housing Authority of Corpus Christi Cliff Maus Unit);
- (e) Real property and all Improvements located at Lot 12, Block 23, Meadow Park, an addition to the City of Corpus Christi, also known as Spirit of Hope/Zavala 442 Mohawk; and
- (f) Real property, described as Lot 1, Block 9, Gulfway-Airline Park, Unit 1, an addition to the City of Corpus Christi, also known as Gulfway Park 5805 Williams Drive;
- (g) Real property and all Improvements located at Lots 1 through 12, Block 11, Steele, an addition to the City of Corpus Christi, also known as Los Pequenos 2801 Morris Street; and
- (h) Real and personal property, described as 26,550 square feet of land on the Southwest corner of Colonia Casa Blanca, Blocks 1 through 4, an addition to the City of Corpus Christi, also known as Navarro 120 Nineteenth Street.

Such real and personal property is to be referred to as "Property" herein. UPBRING shall maintain the Property and all improvements it places on the Property in good and safe condition during the Lease Term. The term "Facilities" shall collectively include the Property and improvements thereon.

3. Inspection of Property and Right to Terminate. Beginning on the Effective Date and ending at 11:59 p.m. CST on the day that is sixty (60) days after the Effective Date (the "**Inspection Period**"), UPBRING and UPBRING's engineers, architects, employees, agents, contractors, subcontractors, and representatives ("**Upbring's Agents**") will conduct such investigations, tests and studies of any and all aspects of the Facilities, including, without limitation, physical inspections, engineering and economic feasibility studies, soil tests,

structural tests, topographical surveys and environmental assessments as UPBRING may require in UPBRING's sole and absolute discretion, with CITY agreeing to reasonably cooperate with UPBRING to facilitate all such activities. UPBRING further agrees to provide CITY with copies of any inspection or test report received by UPBRING.

If UPBRING determines for any reason or for no reason that the Facilities is unacceptable to UPBRING in any respect, in UPBRING's sole and absolute discretion, then UPBRING may elect to terminate the Lease as to one or more of the properties detailed in Section 2 by sending CITY notice thereof (the "**Inspection Period Termination Notice**") prior to 11:59 p.m. CST on the last day of the Inspection Period and the parties shall have no further rights or obligations hereunder. For clarification purposes, UPBRING may terminate the Lease as to one or more of the properties detailed in Section 2 but retain the Lease as to the other properties.

4. Improvements. Per Texas Government Code §2252.909, UPBRING must include in each contract for the construction, alteration, or repair of an improvement to the Facilities that costs more than \$50,000, a condition that the contractor must execute a payment bond that conforms to Subchapter I, Chapter 53, Property Code and a performance bond equal to the amount of the contract. UPBRING must provide the City Manager with a notice of commencement at least 90 days prior to the start of construction that costs more than \$50,000. Notice of commencement under this section must:

- (a) identify the public property where the work will be performed;
- (b) describe the work to be performed;
- (c) state the total cost of the work to be performed;
- (d) include copies of the performance and payment bonds required herein; and
- (e) include a written acknowledgment signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

UPBRING shall not make any permanent, material alterations to the Facilities in excess of \$50,000 without CITY's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed. On or before the 10th day after the date the CITY receives a notice of commencement for the construction, alteration, or repair of an improvement to the Facilities required under this section, the CITY may notify UPBRING that the construction, alteration, or repair may not proceed. If CITY provides such notice, then UPBRING will revise its plans and specifications to address CITY's comments to the fullest extent possible. Upon such revision, UPBRING will resubmit the plans and specifications for CITY's review and reasonable approval. If CITY fails to provide comments or respond to the plans and specifications (or the revised plans and specifications, if applicable) within the ten (10) day time period, then the plans will be deemed to be approved for any and all purposes. Notwithstanding the foregoing, UPBRING may, following ten (10) days' prior written notice to CITY, make the following alterations without prior consent from CITY: (i) installation of UPBRING's trade fixtures, furniture, and equipment; (ii) non-structural alterations, additions, or improvements in the Property that are decorative or cosmetic in nature (such as repainting, recarpeting, reflooring, hanging wall coverings, installing low-voltage wiring that does not affect the electrical system of the Facilities, hanging pictures, light-weight shelving, and installing cubicles or partitions); or (iii) permanent, material alterations that are \$50,000 or less. Notwithstanding anything to the contrary herein, if UPBRING is performing maintenance obligations and/or rights under Section 5, then the terms of this Section 3 do not apply to such matters.

UPBRING may place portable buildings ("**Improvements**") on the real property identified above in compliance with all federal, state, and local laws. If UPBRING wishes to erect a permanent building or buildings on the real property identified above, UPBRING must obtain prior written permission from the City Manager to erect a permanent building, which consent will not be unreasonably withheld, conditioned, or delayed. All plans and specifications must be approved by the City Engineer and must be in compliance with all federal, state, and local laws.

5. Consideration and Purpose. The consideration for this Lease is that UPBRING must use the Facilities to provide Head Start Programs to eligible citizens of Corpus Christi and any incidental and related purposes thereto. Such uses shall always be in accordance with all local, state, and federal requirements and laws. Furthermore, UPBRING may use the Facilities for any other lawful purpose that is previously approved in writing by CITY, with such approval not to be unreasonably withheld, conditioned, or delayed.

6. Maintenance. During the Term of this Lease, UPBRING will maintain, at its sole expense, the exterior and interior of the Facilities and any other improvements constructed on the real property leased herein, including without limitation, all fixtures connected therewith, all personal property thereon, exterior walks and driveways, and all lawn, vegetation, and landscaping. Maintenance shall be of such quality as to maintain the Facilities in a good and broom clean condition, normal wear and tear and casualty excepted. UPBRING shall obtain, at its own expense, all building permits, all utility services, garbage collection, janitorial services, and similar services.

7. UPBRING Responsibilities: UPBRING must:

- (a) Pay for installing, maintaining, and using all its utilities, including, but not limited to, water, sewer, sanitation, electricity, natural gas, and telephone.
- (b) Comply with all applicable Federal, State, and local laws, regulations, and ordinances, as amended.
- (c) Ensure that no pollutant, effluent, liquid or solid waste material, litter, trash, or garbage is issued from the Facilities or in the vicinity of the Facilities. UPBRING must regularly police the vicinity of the Facilities for such materials and clean up and remove such materials to maintain the cleanliness and attractiveness of the City.
- (d) Regularly inspect and maintain firefighting systems and equipment in the highest degree of readiness and regularly conduct regular training for employees in fire prevention and emergency procedures.
- (e) Pay all operating expenses incurred by UPBRING in connection with its business operations.
- (f) Pay all ad valorem taxes, which may be assessed against the Facilities, associated with UPBRING's use of the Facilities prior to their past due date.
- (g) It is specifically agreed that if any permit of any type is required by any federal agency or entity at any time, UPBRING shall obtain such permit and comply with its terms. If UPBRING is unable to or fails to obtain and comply with any such permit, this Lease terminates 60 days after the written notice by CITY to UPBRING of termination of this Lease under this provision.
- (h) Furnish and equip the Facilities. The CITY has no obligation to furnish any equipment or furnishings for UPBRING. All personal property furnished by UPBRING or donated by others on behalf of UPBRING will remain the property of UPBRING unless specifically donated to the CITY.

8. Ownership and Condition Upon Termination. Upon expiration or prior termination of this Lease for any reason, UPBRING shall surrender the Facilities in good condition, reasonable wear and tear and loss by fire or other casualty excepted, shall surrender all keys for the Facilities to CITY and shall inform CITY of all combinations on locks, safes, and vaults, if any, in the Facilities. All Improvements on the Property must be removed by UPBRING within 120 days or become the property of the CITY. UPBRING shall, by the termination date of this Lease, remove all machines and equipment which are installed and can be removed without material damage to the Facilities, and other articles of personal property owned by UPBRING and not affixed to the Facilities in any manner. UPBRING shall, at its sole expense, repair any damage to the Facilities caused by the installation or removal of any furniture, equipment, alterations or additions removed by UPBRING and restore the Facilities to as reasonably close a condition as received.

9. Relationship. This Lease establishes a Landlord/Tenant relationship and none other. In performing this Lease, both CITY and UPBRING will act in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of either party must not be, nor be construed to

be, the employees or agents of the other party for any purpose whatsoever.

10. Cancellation. This Lease, in whole or in part, may be canceled by either party if the party canceling has given the other party at least forty-five (45) days prior written notice of the date of cancellation, and the parties shall have no further rights or obligations hereunder. **UPBRING SHALL NOT BE REQUIRED TO VACATE—OR BE LOCKED OUT OF—THE FACILITIES PRIOR TO THE CONCLUSION OF A FISCAL YEAR OR SCHOOL YEAR.** For clarification purposes, either party may terminate the Lease as to one or more of the properties detailed in Section 2 but retain the Lease as to the other properties.

11. Assignment or sublease. UPBRING may assign this Lease with the City Council's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. Any attempted assignment without the prior written consent of the City Council renders this Lease void. An assignment of the Lease under the same terms and conditions is not an amendment of the Lease.

Each provision, term, covenant, obligation, and condition required to be performed by UPBRING must be binding upon any assignee and is partial consideration for CITY's consent to the assignment. Any failure of the assignee to strictly comply with each provision, term, covenant, obligation, and condition herein may render this Lease null and void.

12. Sanitation. UPBRING must store garbage and trash outside the Facilities. All garbage or trash must be stored in dumpster-type containers. Such containers must be housed inside a small building, screened, or appropriately landscaped area, all at UPBRING expense. The garbage container area must be landscaped and maintained by UPBRING. UPBRING must obtain garbage pickup no less than twice per week. Nothing must be stored outside either the dumpster itself or the dumpster housing.

13. Non-discrimination. UPBRING is responsible for its employees' fair and just treatment. UPBRING warrants that it is and will continue to be an equal opportunity employer and hereby covenants that no employee or customer will be discriminated against because of race, creed, color, or national origin. Violation of this provision is grounds for the CITY to immediately terminate this Lease.

14. Inspection. CITY personnel may enter the Facilities, including the Improvements, at all reasonable times (i.e. after head start program hours so as to minimize the number of students present during any such access) to inspect or enforce this Lease but (i) the CITY must comply with all of UPBRING's visitor policies and campus procedures, (ii) at no time shall such entry or right of inspection interfere with UPBRING's operations, (iii) UPBRING will have the right to provide a representative of UPBRING to accompany any entry by the CITY, and (iv) the CITY must comply with requirements of law and UPBRING's rules or requirements for safety and security. CITY personnel may enter the Facilities for purposes of any fire or police action at any time.

15. Contractual Liability. CITY contractually agrees to be responsible for any and all costs, fees, and expenses related to any damage to UPBRING's property or injury to any person on or at the Facilities attributable to CITY inspections identified in Section 14 above.

16. Independent Contractor. UPBRING is an independent contractor under the Lease. UPBRING must employ sufficient employees to operate the Head Start Program, which employees are solely employed by UPBRING.

17. Termination. CITY and UPBRING may terminate this Lease if the other fails to comply with a provision, term, covenant, obligation, or condition of the Lease and fails or refuses to cure the default within thirty (30) days after receiving written notice of the default; provided, however, if the failure cannot reasonably be cured within thirty (30) days, the other party shall not be in default if that party commences to cure the default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable

time thereafter.

Each of the CITY and UPBRING's remedies provided in this Lease are cumulative and in addition to any remedies now or hereafter allowed by law. No delay or omission in the exercise of any right or remedy of either party shall impair such right or remedy or be construed as a waiver of such breach or waiver of the further breach of the same covenant or condition. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, UPBRING SHALL NOT BE REQUIRED TO VACATE—OR BE LOCKED OUT OF—THE PROPERTY PRIOR TO THE CONCLUSION OF A FISCAL YEAR OR SCHOOL YEAR.**

18. Holding Over. If UPBRING, without CITY's prior consent, remains in possession of the Facilities after expiration or termination of this Lease, such possession by UPBRING shall be deemed to be a month-to-month tenancy terminable by not less than thirty (30) days written notice at any given time by either party; provided, however, the earliest this Lease may terminate under this provision is forty-five (45) days after the expiration of the head start program calendar year then in effect. All provisions of this Lease shall apply to the month-to-month tenancy.

19. CITY's Representations: As an inducement to UPBRING to enter into this Lease (with UPBRING relying upon such warranties, covenants and representations), CITY warrants, covenants and represents to UPBRING, as of the Effective Date, that:

(a) CITY has full legal right, authority and sufficient title to enter into this Lease and to perform its obligations in the manner and upon the terms and conditions set forth herein and to grant the estate herein demised. This Lease has been duly authorized by requisite action and is enforceable against CITY in accordance with its terms.

(b) There are no pending (A) special assessments (i.e., governmental, administrative or private) or (B) condemnation, eminent domain or similar proceeding affecting the Facilities or any portion thereof; and CITY has no actual knowledge that any such proceeding is contemplated, threatened, or pending. CITY is not prosecuting any appeals of any taxes or assessments affecting the Facilities. Furthermore, if an assessment or similar matter occurs that is related to a time prior to the Commencement Date, then CITY hereby stipulates and agrees to pay, and shall be solely responsible for, any such assessment levied against the Property.

(c) There are no violations of any applicable federal, state, county or municipal law, ordinance, order, regulation or requirement, applicable to or affecting any portion of the Facilities. Furthermore, CITY hereby stipulates and agrees to (a) notify UPBRING in writing of any such violation promptly upon CITY's acquiring knowledge of same (but in no event later than forty-eight (48) hours after CITY obtains knowledge of same) and (b) cure any such violation immediately upon obtaining knowledge of same.

(d) Neither CITY nor, to the best of CITY's actual knowledge, a previous owner or tenant of the Facilities has ever, generated, stored or disposed of any hazardous substances at or on the Facilities.

(e) There are no restrictive covenants, use restrictions, exclusive use rights or other covenants or restrictions affecting the Facilities that are in effect which prohibit the use of the Facilities for its Head Start Program, and during the Term of the Lease CITY agrees not to execute or otherwise agree to any document or agreement that affects the Head Start Program or UPBRING's quiet enjoyment of the Facilities in any manner whatsoever.

(f) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by CITY or pending against CITY or otherwise related to the Facilities.

(g) Other than existing loans on the property, CITY is the sole owner of the Property and has good, indefeasible and insurable title to the Property and no other person or entity has any claim, right, title, interest or lien of any kind in, to or on said Property, including, without limitation, any tenancy or other right of use, possession or occupancy of the Property.

(h) There are no pending actions, suits, arbitrations, claims, investigations or any other proceedings of any type against or affecting the Facilities or CITY's ability to enter into or perform its obligations under the Lease and none are threatened. CITY is not currently involved in any dispute with any governmental agency, or any agents or contractors of CITY that affect the Facilities. No judgments, orders, writs, injunctions or decrees of any court or governmental agency have been entered against CITY that affect the Facilities and that have not been satisfied or released. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending or, to the best of CITY's knowledge, threatened, against CITY or the Facilities.

(i) CITY and its employees, contractors and agents shall conduct any construction, demolition and/or other work, maintenance or repair on the Facilities in a good and workmanlike manner throughout the term of the Lease.

20. Modifications. No changes or modifications to the Lease may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

21. Waiver. Any waiver by the parties of a breach of any covenants, terms, obligations, or events of default will not be construed to be a waiver of any subsequent breach, nor may the failure to require full compliance with the Lease be construed as changing the terms of the Lease or estopping the parties from enforcing the terms of the Lease.

22. Notice and addresses. All notices, demands, requests, or replies provided for or permitted by this Lease must be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid to the addresses stated below; (3) by deposit with an overnight express delivery service; or (4) email communication at:

If to the CITY:

City of Corpus Christi
P.O. Box 9277
Corpus Christi, TX 78469-9277
Attn: City Manager

If to the UPBRING:

Upbring Head Start
Attn: Dr. Andrew Bencoter
8305 Cross Park Drive
Austin, Texas 78754
Email: andrew.bencoter@upbring.org

With a copy to: Schulman, Lopez, Hoffer & Adelstein, LLP
Attention: Jason Adelstein
845 Proton Road
San Antonio, Texas 78258

Notice deposited with the United States Postal Service in the manner described above is deemed effective on the third day after deposit. Notice by telegram or overnight express delivery service is deemed effective one business day after transmission to the telegraph company or overnight express carrier.

23. Insurance. UPBRING must provide insurance in the amounts and types of coverages required by the CITY's Director of Risk Management or designee ("Risk Manager"), a copy of which is attached and incorporated as "**Exhibit A.**" UPBRING's insurance company(ies) must provide the Risk Manager certificate(s) of insurance 30 days prior to the annual anniversary date of the Effective Date of the Lease, which shows the level and type of insurance. UPBRING insurance company(ies) must provide the City Manager and Risk Manager 30 days' notice, by certified mail, prior to cancellation, non-renewal, or material change in the insurance policy(ies).

The Risk Manager will annually assess the level and types of insurance required by the Lease. The Risk Manager can increase or decrease the level or types of insurance by giving UPBRING notice no less than 60 days prior to the annual anniversary date of the Effective Date of the Lease. UPBRING has 30 days to procure the changed insurance and provide written proof of insurance to the City Manager and the Risk Manager.

UPBRING cannot begin operation under this Lease until it provides a certificate(s) of insurance for all required insurance to the Director.

24. INDEMNITY. To the extent permitted by Texas law, UPBRING agrees to indemnify and hold CITY, its officers, agents and employees ("Indemnitees") harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against Indemnitees on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, solely and directly, by gross negligence or willful misconduct on the part of UPBRING or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Facilities pursuant to this Lease with the expressed or implied invitation or permission of UPBRING, or when any such injury or damage is solely and directly the result, of the violation by Indemnitees, UPBRING, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance, or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the Improvements located on the Property herein or out of the use or occupancy of the Improvements to the Property or the Facilities itself by Indemnitees, UPBRING, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees.

These terms of indemnification are effective unless such damage or injury is attributable to the acts or omissions of Indemnitees, but not if such damage or injury results from gross negligence or willful misconduct or Indemnitees.

UPBRING covenants and agrees that if CITY is made a party to any litigation against UPBRING or in any litigation commenced by any party other than UPBRING relating to this Lease, UPBRING shall defend CITY upon receipt of reasonable notice regarding the commencement of such litigation.

25. Disclosure of Interests. In compliance with Section 2-349 of the City's Code of Ordinances, the Recipient shall complete the City's Disclosure of Interests form, which is attached to this Lease as "**Exhibit B**", the contents of which, as a completed form, are incorporated in this document by reference as if fully set out in

this Lease.

UPBRING 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>.

26. Certificate of Interested Parties. UPBRING agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this Lease.

Form 1295 must be electronically filed with the Texas Ethics Commission at <https://www.ethics.state.tx.us/filinginfo/1295/>. The form must then be printed, signed, notarized, and filed with the CITY at the time Upbring submits the signed lease to the city. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/filinginfo/1295/>.

27. Taxes. UPBRING must pay all taxes and all other licenses and fees required to operate and maintain operations which UPBRING's use of the Facilities causes to be assessed against the Property, personal property and trade fixtures placed by UPBRING in the Facilities appurtenant thereto prior to the due date. If any such taxes are levied against CITY or CITY's Property due to UPBRING's occupancy, CITY shall notify UPBRING within fourteen (14) business days of notice of such assessment so that UPBRING can assert any exemptions for which it may qualify. Failure to pay or provide proof of payment is grounds to terminate this Lease.

At UPBRING's sole election and expense, UPBRING may apply for a tax exemption in connection with its exclusive use and occupancy of the Facilities related to this Lease (the "**Leasehold Tax Exemption**"). CITY agrees to cooperate with UPBRING in obtaining property tax exemptions for the Facilities, including, without limitation, entering into amendments to the Lease.

28. No Warranty of Suitability. CITY makes no warranty or representation of any kind concerning the condition of the Facilities or its fitness or suitability for the use intended by UPBRING and disclaims any warranty of suitability that may otherwise have arisen by operation of law. CITY does not warrant that there are no latent defects in the Facilities that are vital to UPBRING's use of the Facilities for their intended commercial purpose and that these essential facilities will remain in a suitable condition. UPBRING accepts and leases the Facilities "as is," whether suitable or not, and waives the implied warranty of suitability.

29. Quiet Enjoyment. CITY represents, covenants, and agrees that UPBRING, upon performance of all covenants and agreements herein required to be performed by UPBRING, shall at all times during the term of the Lease peacefully and quietly hold and enjoy the Facilities without interruption.

30. Interpretation. This Lease will be interpreted according to the Texas laws that govern the interpretation of contracts. Venue lies in Nueces County, Texas, where this Lease was entered into and will be performed.

The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision.

31. Entire Agreement. This document and the exhibits attached constitute the entire agreement between the CITY and UPBRING. All other agreements, unless contained in this Lease, are expressly revoked, as it is the intention of the parties to provide for a complete understanding within the provisions of this document and the exhibits attached hereto, the terms, conditions, promises, and covenants relating to UPBRING's operation and the demised Facilities to be used in the conduct of the enterprise. The unenforceability, invalidity, or illegality of any provision of this agreement shall not render the other provisions unenforceable, invalid, or illegal.

(Signatures on the following page)

EXECUTED this __17__ day of ____January____, 2025, by the authorized representatives of the parties.

UPBRING:

Lutheran Social Services of the South, Inc. d/b/a Upbring Head Start, a Texas nonprofit corporation



Dr. Andrew Benscoter, Chief Education & Growth Officer

CITY:

City of Corpus Christi

Peter Zanoni, City Manager

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Deputy City Attorney
For City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

I. UPBRING'S LIABILITY INSURANCE

- A. UPBRING must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. UPBRING must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. UPBRING must furnish to the City's Risk Manager and Contract Administer one (1) copy 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. Facilities – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
PERSONAL PROPERTY INSURANCE	UPBRING, at their own expense, shall be responsible for insuring all owned, leased or rented personal property.

- C. In the event of accidents of any kind related to this agreement, UPBRING 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, UPBRING 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 UPBRING will be promptly met.
- B. UPBRING shall obtain and maintain in full force and effect for the duration of this Lease, and any extension hereof, at UPBRING'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. UPBRING 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. UPBRING 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. UPBRING 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, its officers and officials 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
 - To the extent the insurance provider will provide, 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, UPBRING shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend UPBRING'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 UPBRING'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 UPBRING to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to UPBRING hereunder until UPBRING demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which UPBRING may be held responsible for payments of damages to persons or property resulting from UPBRING's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that UPBRING'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.



EXHIBIT B

CITY OF CORPUS CHRISTI - DISCLOSURE OF INTEREST

Corpus Christi Code Sec 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA."

COMPANY NAME: _____

MAILING ADDRESS: _____ CITY: _____ ZIP: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
 4. Association () 5. Other ()

DISCLOSURE QUESTIONS

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

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

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

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

Name	Title
_____	_____

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

Name	Board, Commission, or Committee
_____	_____

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

Name	Consultant
_____	_____

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

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____