

**LEASE AGREEMENT
BETWEEN THE
CITY OF CORPUS CHRISTI
AND**

BROOKS CHAPEL CHILDHOOD DEVELOPMENT CENTER

STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF NUECES	§	

This lease agreement ("Lease") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), acting through its duly authorized City Manager, or his designee ("City Manager"), and Brooks Chapel AME Early Childhood Development Center Inc., a Texas nonprofit corporation ("Lessee").

WHEREAS, the City is the owner of real property located at 1517 Winnebago Street, Corpus Christi, Nueces County, Texas;

WHEREAS, the Lessee has requested the use of the property for the purpose of operating a childcare operation subject to the terms, conditions, and covenants contained in this Lease; and

WHEREAS, City desires to allow Lessee to use the property for this purpose.

NOW, THEREFORE, the City and the Lessee, in consideration of the mutual promises and covenants contained in this Lease, agree as follows:

Section 1. Leased Property.

The City leases to Lessee the real property located at 1517 Winnebago Street, Corpus Christi, Nueces County, Texas, also known by its legal description as Lots 9, 10, 11, 12 and 13, Block B, Diaz Addition, in Volume 1842, Page 952 of the Deed Records of Nueces County, Texas ("Premises"). The Premises includes all improvements now existing and that may be constructed, with the City's permission, during the term of this Lease including, without limitation, the buildings, playground, and parking lot.

Section 2. Effective Date of Lease.

This agreement takes effect on date of last signature. This Lease will not be effective prior to final approval by the City's City Council.

Section 3. Lease Term.

The term of this Lease is for one year from its effective date, unless sooner terminated as set out herein. The Term of this Agreement may be extended for a period of four additional years for a total of five years. The option to extend the term is contingent upon the Lessee obtaining childcare licensure from the State of Texas. Should Lessee desire to exercise the option, Lessee must provide written notice to the City of its desire to exercise the option not less than 90 days prior to the expiration of the initial term of this Lease.

Section 4. Lease Payment.

In consideration of Lessee's agreement to maintain the Premises during the term of this Lease and such other consideration as is provided under this Lease, a Lease payment of ten dollars (\$10.00) per year is due and payable on the effective date of this Lease and on that same date each succeeding year of this Lease.

Section 5. Purpose of Lease.

(A) The purpose of this Lease is to enable Lessee to operate a childcare business at the Premises for children of low and moderate income families. Lessee shall establish and maintain during the term of this Lease a childcare business, which is open to the public, and may not operate the Premises for any other purpose without the City Manager's prior written approval.

(B) Lessee shall operate the Premises to further the primary objectives of Title 24, Code of Federal Regulations, Part 570, in accordance with the U. S. Department of Housing and Urban Development's Community Development Block Grant regulations.

Section 6. Contact Person. For this Lease, the City's contact person and lease administrator is the Administrator of Community Development.

Section 7. Utilities and Services.

(A) Lessee shall pay for all utilities related to usage of the Premises, including garbage collection, water, gas, and sewage service, prior to the due date. Failure to pay any utility bill(s) prior to the due date constitutes grounds for termination of this Lease.

(B) Lessee shall pay for any additional services that Lessee obtains at the Premises, such as telephone, cable, janitorial, and security services, prior to the due date. Failure to pay any service bill(s) prior to the due date constitutes grounds for termination of this Lease.

Section 8. Maintenance.

(A) During the term of this Lease, Lessee shall maintain, at its sole expense, the exterior and interior of the Premises including, without limitation, the building, all fixtures and equipment, exterior walks and driveways, playground equipment, and all lawn, vegetation, and landscaping. Maintenance shall be of such quality as to maintain the Premises in a first-class condition to include, but not be limited to, painting and keeping in good repair the plumbing fixtures, light fixtures, air conditioning/heating equipment, and elevator, if the Premises contains an elevator. Any additional maintenance required during the term of this Lease is the sole responsibility of Lessee.

(B) Lessee shall be responsible for cleaning the entire Premises and will supply paper goods and chemicals necessary for cleaning. Clean-up duties will consist of keeping the entire interior area clean within the standards of the Texas Department of Health, the Nueces County-City of Corpus Christi Health District, and all applicable laws and ordinances, as amended, of the State of Texas and the City, respectively, pertaining to childcare service operations. Clean-up tasks

will include, but are not limited to, keeping tables clean, cleaning up spilled food and drinks, and includes the removal of trash from the Premises and the placement of same trash in a trash receptacle.

(C) The City shall maintain the utility lines serving the Premises, subject to sufficient annual budget appropriations.

Section 9. Furniture, Fixtures, and Equipment.

(A) Lessee is responsible for furnishing and equipping the Premises, and the City has no obligation to furnish any equipment or furnishings for Lessee.

(B) All personal property and trade fixtures furnished by or on behalf of Lessee will remain the property of Lessee, unless such personal property and trade fixtures are specifically donated to the City during the term of this Lease.

(C) All capital construction at the Premises that may be undertaken by Lessee, with City's advance written approval, during the term of the Lease will remain the property of the City.

Section 10. Laws Affecting Operation of Premises and Performance.

(A) Lessee shall ensure that, in the operation of the business being conducted at the Premises and all programs offered by Lessee at the Premises, it will promptly comply with and fulfill all laws, ordinances, regulations, and rules of federal, State, County, City, and other governmental agencies applicable to the Premises and all programs offered by Lessee at the Premises. Additionally, Lessee shall ensure that it meets all ordinances and regulations imposed by the City for the correction, prevention, and abatement of nuisances or code violations in, or connected with, the Premises during the term of this Lease, at Lessee's sole expense.

(B) Lessee shall bear the expense and responsibility of meeting all requirements for acquiring all licenses and permits that may be required for Lessee's operations at the Premises. Lessee shall also bear the expense of meeting and complying with all health regulations and certificate of occupancy requirements applicable to childcare operations.

(C) Lessee shall comply with any other federal, State, and local laws, ordinances, rules, and regulations applicable to Lessee's performance under this Lease. This Lease is also subject to applicable provisions of the City Charter.

Section 11. Entry and inspection. The City reserves the right to enter the Premises at any reasonable time during the term of this Lease for the purpose of inspecting the same in order to determine whether the terms and conditions of this Lease are being observed and carried out by the Lessee including, but not limited to, provisions relating to exterior and interior maintenance.

Section 12. Capital Improvements. The City may, from time to time, and in the City's sole discretion, undertake capital improvements to the Premises. Prior to commencing any capital improvements, the City shall notify Lessee, in writing, of the dates in which Lessee shall be

required to vacate the Premises, should the City Manager deem this necessary. Lessee agrees that the term of this Lease shall not be prorated for the period in which Lessee is restricted from entering the Premises for the purposes of constructing capital improvements. Lessee acknowledges and understands that City shall have no obligation to provide an alternate location for Lessee during any period that Lessee must vacate the Premises.

Section 13. Relationship of Parties. This Lease establishes a landlord/tenant relationship and none other, and this Lease must be construed conclusively in favor of that relationship. In performing this Lease, both the City and Lessee will act in an individual capacity and not as agents, representatives, employees, employers, partners, joint venturers, or associates of one another. The employees or agents of either party shall not be, nor be construed to be, the employees or agents of the other party for any purpose whatsoever.

Section 14. Insurance.

(A) Lessee shall secure and maintain at Lessee's expense, during the term of this Lease, insurance of the type and with the amount of coverage shown on the attached Exhibit A, which is incorporated in this Lease by reference. Lessee shall use an insurance company acceptable to the City. Failure to maintain the insurance during the term of this Lease, at the limits and requirements shown on Exhibit A, constitutes grounds for termination of this Lease.

(B) The Certificate of Insurance must be sent to the City's Risk Manager prior to occupancy of and operations at the Premises. The Certificate of insurance must provide that the City will have not less than thirty (30) days advance written notice of cancellation, intent to not renew, material change, or termination of any coverage required in this Lease.

(C) Lessee shall provide, during the term of this Lease, copies of all insurance policies to the City's Risk Manager upon the written request of the City Manager.

(D) The City retains the right to annually review the amount and types of insurance maintained by the Lessee, to require increased coverage limits, if necessary in the interest of the public's health, safety, or welfare, and to decrease coverage, if so warranted. In the event of any necessary increase, the Lessee will receive thirty (30) days written notice prior to the effective date of the requirement to obtain increased coverage.

(E) Lessee shall, prior to any addition or alteration to, in, on, or about the Premises, obtain prior written clearance from the City's Risk Manager that the proposed addition or alteration will not necessitate a change or modification in the existing insurance coverage maintained by the Lessee. This clearance is in addition to the prior consent required under Section 9 of this Lease.

Section 15. Indemnity.

(A) **In consideration of allowing Lessee to use the Premises, Lessee ("Indemnitor") covenants to fully indemnify, save and hold harmless the City, its officers, agents, representatives, and employees (collectively, Indemnitees")**

from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from City on account of injury or damage to person including, without limitation on the foregoing, premises defects, workers' compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part: (1) Lessee's performance pursuant to this Lease; (2) Lessee's use of the Premises and any and all activities associated therewith pursuant to this Lease; (3) the violation by Lessee, its officers, employees, agents, or representatives or by Indemnites, or any of them, of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly or indirectly, to this Lease; (4) the exercise of rights under this Lease; or (5) an act or omission on the part of Lessee, its officers, employees, agents, or representatives or of Indemnites, or any of them, pertaining to this Lease, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of Indemnites, or any of them, but not if caused by the sole negligence of Indemnites, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorneys' fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.

(B) Lessee covenants and agrees that, if City is made a party to any litigation against Lessee or in any litigation commenced by any party, other than Lessee relating to this Lease, Lessee shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend City in all actions based thereon with legal counsel satisfactory to City, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any said liability, injury, damage, loss, demand, claim, or action.

Section 16. Alterations.

(A) Lessee shall not make any alterations, additions, or improvements to, in, on, or about said Premises without the prior written consent of the City Manager. Lessee must also obtain clearance from the City's Risk Manager as required by Section 14 above.

(B) All approved alterations, improvements, and additions made by the Lessee upon said

Premises, although at Lessee's own expense, shall, if not removed by Lessee upon the expiration or termination of this Lease, become the property of the City in fee simple without any other action or process of law. Lessee agrees to be contractually and financially responsible for repairing any and all damage caused by such removal_ if items are installed in such a manner as to become fixtures, such fixtures may not be removed by the Lessee upon expiration or termination of this Lease and become the property of the City.

Section 17. Signs.

(A) Lessee shall not exhibit, inscribe, paint, erect, or affix any signs, advertisements, notices, or other lettering ("Signs") at, on, or about the Premises, or any part thereof, without the City Manager's prior written approval.

(B) The City may require Lessee to remove, repaint, or repair any Signs allowed. If Lessee does not remove, repaint, or repair the Signs within ten (10) days of the City Manager's written demand, the City may do or cause the work to be done, and Lessee will pay the City's costs within thirty (30) days of receipt of the City's invoice. If payment is not timely made, the City may terminate this Lease upon ten (10) days written notice to Lessee. Alternatively, the City may elect to terminate this Lease after ten (10) days written notice to Lessee.

Section 18. Sublease and Assignment. Lessee understands and agrees that Lessee shall not sublease the Premises or any part thereof without obtaining the prior written consent of the City Manager, Lessee shall not, in whole or in part, assign or transfer directly or indirectly any interest in this Lease unless prior written approval has been obtained from the City Manager.

Section 19. Default.

(A) Upon 30 days prior written notice to Lessee, the City may, at its option, in addition to any other remedy or right hereunder or provided by law, terminate this Lease upon the occurrence of any of the following conditions ("Default"), provided that Lessee has not cured the Default prior to termination:

- (1) Failure to operate the Premises for the purposes set forth in this Leases, except during the periods necessary for repairs or renovation approved by the City in writing or except as otherwise contemplated by this Lease.
- (2) Failure to maintain the Premises as set out in this Lease.
- (3) Failure to abate any nuisance specified in writing by the City within the time specified in writing by the City.
- (4) Failure to comply with any term of this Lease.
- (5) Failure to keep in force and effect the policies of general liability insurance, workers' compensation insurance, and other required insurances as specified under this Lease.

(6) Abandonment of the Premises in excess of 30 days.

(7) Failure of Lessee to correct any other breach in the performance or observance of any other covenant or condition of this Lease.

(B) Upon termination of this Lease for Default as herein provided or as may be otherwise permissible by law, the City may enter the Premises and resume possession without being liable in trespass or for any damages. The foregoing rights and remedies given to the City are deemed to be cumulative of any other rights the City may have under law. The City's exercise of one right or remedy shall not be deemed to be an election, and the failure of the City at any time to exercise any right or remedy shall not be deemed to operate as a waiver of its right to exercise such right or remedy at any other future time.

Section 20. Notice.

(A) All notices, demands, requests, or replies provided for or permitted under this Lease by either party must be in writing and must be delivered by one of the following methods: (i) by personal delivery; (ii) by deposit with the U. S. Postal Service as certified mail, return receipt requested, postage prepaid; (iii) by prepaid telegram; (iv) by deposit with an overnight express delivery service, for which service has been prepaid; or (v) by fax transmission.

(B) Notice deposited with the U. S. Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the U. S. Postal Service. Notice by telegram or overnight express delivery service will be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier. Notice by fax transmission will be deemed effective upon transmission with proof of delivery.

(C) All such communications must only be made to the following:

IF TO CITY:

City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Attn: Administrator, Comm. Dev.
(361) 826-3186 Office
(361) 844-1740 Fax

IF TO LESSEE:

Brooks Chapel Early Childhood
Development Center, Inc.
1517 Winnebago Street
Corpus Christi, Texas 78401
(361) 884-8861 Office
(361) 884-3661 Fax

(D) Either party may change the address to which notice is sent by using a method set out above. Lessee shall notify the City of an address change within ten (10) days after the address is changed.

Section 21. Nondiscrimination. Lessee covenants and agrees that it shall not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services at, on, or in the Premises on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas. The City hereby reserves the right to take such action as the United States may direct to enforce this covenant.

Section 22. Modifications. No changes or modifications to this Lease may be made, nor any provisions waived, unless the change or modification is made in writing and signed by persons authorized to sign agreements on behalf of each party.

Section 23. Waiver. (A) The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease by either party at any time, express or implied, shall be taken to constitute a waiver of any subsequent breach of the covenant or condition, nor shall justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof. If any action by the Lessee requires the consent or approval of the City on one occasion, any consent or approval given on said occasion shall not be deemed a consent or approval of the same or any other action at any other occasion.

(B) Any waiver or indulgence of Lessee's default of any provision of this Lease shall not be considered an estoppel against the City. It is expressly understood that, if at any time Lessee is in default in any of its conditions or covenants hereunder, the failure on the part of the City to promptly avail itself of said rights and remedies which the City may have shall not be considered a waiver on the part of the City, but City may at any time avail itself of said rights or remedies or elect to terminate this Lease on account of said default. Any waiver by the parties of a breach of any covenants, terms, obligations, or events of default shall not be construed to be a waiver of any subsequent breach, nor shall the failure to require full compliance with this Lease be construed as changing the terms of this Lease or estopping the parties from enforcing the terms of this Lease.

Section 24. Force Majeure. No party to this Lease shall be liable for delays or failures in performance due to any cause beyond their control including, without limitation, any delays or failures in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. Lessee shall inform the City, in writing, of proof of such force majeure within three (3) business days or otherwise waive this right as a defense.

Section 25. Surrender. Lessee acknowledges and understands that the lease of the Premises to Lessee is expressly conditioned on the understanding that the Premises must be surrendered,

upon the expiration or termination of this Lease in as good a condition as received, reasonable use and wear, acts of God, fire and flood damage or destruction where Lessee is without fault, excepted.

Section 26. Enforcement Costs. In the event any legal action or proceeding is undertaken by the City to repossess the Premises, collect the Lease payment(s) due under this Lease, collect for any damages with regard to this Lease, to the Premises, or to in any way enforce the provisions of this Lease, Lessee agrees to pay all court costs and expenses and such sum as a court of competent jurisdiction may adjudge reasonable as attorneys' fees in said action or proceeding or, in the event of an appeal, as allowed by an appellate court, if a judgment is rendered in favor of the City.

Section 27. Publication Costs. Lessee shall pay for the cost of publishing the Lease description and related ordinance, as required by the City Charter, in the legal section of the local newspaper.

Section 28. Interpretation. This Lease will be interpreted according to the Texas laws which govern the interpretation of contracts. Venue lies in Nueces County, Texas, where this Lease was entered into and will be performed.

Section 29. Survival of Terms. Termination or expiration of this Lease for any reason shall not release either party from any liabilities or obligations set forth in this Lease that the parties have expressly agreed shall survive any such termination or expiration, or remain to be performed, or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 30. Construction of Ambiguities. The parties expressly agree that they have each independently read and understood this Lease. Any ambiguities in this Lease shall not be construed against the drafter.

Section 31. Captions. The captions utilized in this Lease are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

Section 32. Entirety Clause. This Lease and the incorporated and attached exhibits constitute the entire agreement between the City and Lessee for the purpose granted. All other agreements, promises, representations, and understandings, oral or otherwise, with reference to the subject matter hereof, unless contained in this Lease are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Lease and its exhibits of the terms, conditions, promises, and covenants relating to Lessee's operations and the Premises to be used in the operations.

Section 33. Severability.

If, for any reason, any section, paragraph, subdivision, clause, provision, phrase, or word of this Lease or the application hereof to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Lease, or the application of said term or

provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected thereby, for it is the definite intent of the parties to this Lease that every section, paragraph, subdivision, clause, provision, phrase, or word hereof be given full force and effect for its purpose.

Section 34. Disclosure of interests. In compliance with Section 2-349 of the City's Code of Ordinances, the Lessee shall complete the City's Disclosure of Interests form, which is attached to this Agreement 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.

EXECUTED IN DUPLICATE, each of which shall be considered an original, on the _____ day of _____, 2014.

LESSEE: BROOKS CHAPEL AME EARLY CHILDHOOD DEVELOPMENT CENTER, INC.

[Signature]
Chairman & CEO

Jeremy C. Coleman
Printed Name

March 25, 2014
Date

STATE OF TEXAS
COUNTY OF NUECES

This instrument was acknowledged before me on March 25, 2014, by Jeremy C. Coleman, Chairman & CEO of Brooks Chapel AME Early Childhood Development Center, Inc., a Texas nonprofit corporation, on behalf of the corporation.



[Signature]
Notary Public, State of Texas

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta, City Secretary

Ronald L. Olson, City Manager

APPROVED AS TO LEGAL FORM this 17 day of March, 2014.

Buck Brice

Buck Brice
Assistant City Attorney
For the City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

I. LESSEE'S LIABILITY INSURANCE

- A. Lessee shall not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Lessee shall furnish to the Risk Manager or designee two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be named as an additional insured for the General Liability policy, and a waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
Commercial General Liability including: 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Sexual Abuse & Molestation	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
PROPERTY INSURANCE	Lessee shall purchase All – Peril Property Coverage to provide coverage for Real and Personal Property.
WORKERS' COMPENSATION	Which Complies With The Texas Workers' Compensation . And Paragraph II Of This Exhibit.
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000

- C. In the event of accidents of any kind related to this project, Lessee shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Lessee must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.

- B. Lessee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lessee'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. Lessee shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Lessee 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 Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
(361) 826-4555- Fax #

- D. **Lessee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects 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 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. Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee'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 Lessee'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 Lessee to discontinue sales/work hereunder, until Lessee demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Lessee'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.

2014 Community Housing and Development
Brooks Chapel Daycare – ins. reqs.
3/17/2014 ds Risk Management



"Exhibit B"
CITY OF CORPUS CHRISTI
DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See definitions on next page.

COMPANY NAME: Brooks Chapel Early Childhood Center
 STREET ADDRESS: 1517 Winnibago Street
 P.O. BOX: _____ CITY: CC TX ZIP: 78416
 FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner
 4. Association 5. Other non profit

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

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

Name	Job Title and City Department (if known)
<u>N/A</u>	_____
_____	_____
_____	_____

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
<u>N/A</u>	_____
_____	_____
_____	_____

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
<u>N/A</u>	_____
_____	_____
_____	_____

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
<u>N/A</u>	_____
_____	_____
_____	_____

CERTIFICATION

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

Certifying Person: [Signature] Title: Chairman & CEO
 Signature of _____
 Certifying Person: Jeremy L. Coleman Date: March 25, 2014

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- c. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- e. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- f. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.