

Development Director Service Agreement

WHEREAS, the Parking Advisory Committee's initial research has identified \$22MM in various grants available;

WHEREAS, many private grants are unavailable to government entities, but are available to private or non-profit entities;

WHEREAS, City staff typically may not pursue many small specific grants due to staff and time constraints;

WHEREAS, Corpus Christi Downtown Revitalization Alliance will receive \$5,000 from Downtown Management District, \$5,000 from Uptown Neighborhood Initiative and \$15,000 from private funding for a Development Director to apply for and obtain various grants from government and private organizations for the use of revitalization efforts in the City Center area;

NOW, THEREFORE, Corpus Christi Downtown Revitalization Alliance and City of Corpus Christi enter into this Agreement and agree as follows:

This Agreement is entered into this 6th day of August 2014 (the "**Effective Date**") by the Corpus Christi Downtown Revitalization Alliance ("**CCDRA**"), a not-for-profit agency, and the City of Corpus Christi ("**City**") for Development Director Service.

1. **Services.** CCDRA's Development Director will apply for and obtain various grants from government and private organizations for the landscaping, beautification, construction, maintenance of the city center, tourism, and establishment and development of parking lots in the business areas of the city. City center is the described area bounded by the following streets: On the north by interstate 37 to the US Highway 181 interchange then US Highway 181 to the city limits, east by Corpus Christi Bay, south along Buford Street, west along North Staples Street. CCDRA will be responsible for evaluating qualifications and conditions for grants, applying for, managing and expending such funds received as required by the grantee. CCDRA is not to apply for or obtain any grants in the name of the City. CCDRA will provide notice to the City of any

and all grants the City is eligible for. CCDRA may provide notice of grants to private or non-profit entities where those grants are for the landscaping, beautification, construction, maintenance of the city center, tourism, and establishment and development of parking lots in the business areas of the city.

2. **Fee for Services.** The City agrees to pay the CCDRA those fees mutually agreed to between both parties as follows:

The City agrees to pay CCDRA \$30,000 for the services outlined in section 1 of this contract.

3. **Payment.** Payment shall be made by City within thirty (30) days of execution of this agreement.

4. **Term, Termination.** This Agreement shall begin on the final date of execution by all parties for an initial term of one (1) year. This agreement is not effective without final City Council approval. This Agreement may be terminated by any Party upon the giving of 30 days' advance written notice. All monies paid to CCDRA will be returned to the City less a prorated payment for services rendered based on days of service provide as of the date of notice of termination.

5. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement. All of Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is the Chief of Police.

6. **Annual Report.** On or 15 days prior to the expiration of the Terms of this Agreement, CCDRA shall, at its sole expense, prepare and submit to the Chief of Police for his or her review, an Annual Report. This report will provide a general summary of the Development Director's activities and will include a complete financial accounting for all funds applied for

and acquired through the scope and course of services provided under the Terms of the Agreement.

7. **Independent Contractors.** CCDRA Development Director will perform the services hereunder as an Independent Contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of CCDRA be considered as an employee of the City. The Parties to this Agreement are, and will at all times remain, independent contractors. None of the Parties will represent itself to be an affiliate, employee, representative or agent of any other Party. In no event will the Parties be considered partners, joint venturers or fiduciaries.

8. **Assignment and Successors.** This Agreement shall be binding on and inure to the benefit of the parties to the Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of the other party. This Agreement does not create any personal liability on the part of any officer or agent of the City or CCDRA or any of their respective officers, agents, or employees. No assignment of this Agreement or any right or interest therein by CCDRA is effective unless the City first gives its written consent to such assignment. The performance of this Agreement by CCDRA is of the essence of this Agreement and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.

9. **Liability.** Each party to this Agreement will be responsible for any civil liability for its own actions under this Agreement, except that nothing in this Agreement shall constitute a waiver or limitation on any immunity, defense, or other protection afforded either party under state or federal law. The liability, if any, of either party, shall be that prescribed by the laws of the State of Texas

10. **Indemnity and hold harmless.** CCDRA agrees to indemnify, hold harmless and defend the City of Corpus Christi and its officers, employees and agents (indemnitees) from and against any and all liability, loss, claims, demands, suits and causes of action of any

nature on account of death, personal injuries, property loss or damage or any other kind of damage, including all expenses of litigation, court costs, attorneys' fees and expert witness fees which arise or are claimed to arise out of or in connection with this contract or the performance of this contract, regardless of whether the injuries, death or damages are caused or are claimed to be caused by the concurrent or contributing negligence of indemnitees, but not by the sole negligence of indemnitees unmixed with the fault of any other person or group. CCDRA must, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon with counsel satisfactory to indemnitees and pay all charges of attorney and all other costs and expenses of any kind arising from any of said liability, damage, loss, claims, demands or actions.

11. Notice. Notice may be given by fax, hand delivery or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after deposit, if sent certified mail. Notice shall be sent as follows:

IF TO CITY:

Chief of Police

Corpus Christi Police Department

321 John Sartain

Corpus Christi, TX 78401

IF TO CCDRA:

Contact Person: Stefany Schade

Address: 223 N. Chaparral St., Ste A

City, State, Zip: Corpus Christi, TX 78401

Fax & Phone No.: 361-882-2363

12. **Non-Waiver.** Failure of any party to this Agreement to insist on the strict performance of any of the conditions or agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

13. **Law and Venue.** All parties shall comply with all applicable federal, State, county and local laws, ordinances, rules, and regulations pertaining to this Agreement and each party's respective performance hereunder. This Agreement will be interpreted according to the Texas laws which govern the interpretation of contracts. Venue for an action arising under this Agreement shall lie in Nueces County, Texas, and be in accordance with the Texas Rules of Civil Procedure.


14. **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 A, the contents of which, as a completed form, are incorporated in this document by reference as if fully set out in this Lease.

15. **Severability.** If any article, section, subsection, paragraph, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted. If any change occurs during the term of this Agreement with respect to any laws, rules, regulations or ordinances which affect the rights or obligations of CCDRA or the City under this Agreement, CCDRA and the City shall negotiate in good faith to bring this Agreement into conformance with such change or changes.

Signatures to follow on the next page.

EXECUTED IN DUPLICATE be effective as of the last execution date set forth below:

City of Corpus Christi



Ronald L. Olson
City Manager

2 Sept 2014
Date

**Corpus Christi Downtown
Revitalization Alliance**




Stefany Schade
Chairperson

Digitally signed by Stefany Schade
DN: cn=Stefany Schade, o=TorOso Financial
Group, ou=8100,
email=stefany@torosofinancial.com, c=US
Date: 2014.08.06 15:27:04 -05'00'


08.06.14
Date

ATTEST:



Rebecca Huerta
City Secretary

Approved as to legal form: 8-20, 2014



Buck Brice
Assistant City Attorney
For City Attorney



SUPPLIER NUMBER
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

EXHIBIT A CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: Downtown Revitalization Alliance

STREET ADDRESS: 223 N. Chaparral St., Ste A **P.O. BOX:** _____

CITY: Corpus Christi **STATE:** TX **ZIP:** 78401

- FIRM IS:**
- 1. Corporation
 - 2. Partnership
 - 3. Sole Owner
 - 4. Association
 - 5. Other Not for Profit 501c3

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 <small>None</small>	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 <small>None</small>	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 <small>None</small>	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 <small>None</small>	Consultant
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

CERTIFICATION

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

Certifying Person:	<u>Stefany Schade</u>	Title:	<u>Chair</u>
Signature of Certifying Person:	 <small>Digitally signed by Stefany Schade DN: cn=Stefany Schade, ou=TorDio Financial Group, ou=8110, email=stefany@torodiofinancial.com, 1=US Date: 2014.08.06 15:29:08 -0500</small>	Date:	<u>08.06.14</u>

DEFINITIONS

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