

PROFESSIONAL SERVICE  
MANAGEMENT AGREEMENT  
FOR THE  
CORPUS CHRISTI MUSEUM OF SCIENCE AND HISTORY  
BETWEEN  
CITY OF CORPUS CHRISTI  
AND  
CORPUS CHRISTI MUSEUM JOINT VENTURE

2012-270  
8/21/12  
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CORPUS CHRISTI MUSEUM OF SCIENCE AND HISTORY PROFESSIONAL SERVICE  
MANAGEMENT AGREEMENT

This Corpus Christi Museum of Science and History Professional Service Management Agreement (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2012, between the CITY OF CORPUS CHRISTI, a Texas home rule municipal corporation (the "City") and Corpus Christi Museum Joint Venture, LLC, a Texas limited liability company ("CCMJV").

RECITALS

I. The City, acting through its duly authorized City Manager ("City Manager"), currently owns the Corpus Christi Museum of Science and History (the "Museum"), together with all facilities, machinery, attachments, appurtenance, collections, artifacts, and exhibits, located in the City of Corpus Christi. The Museum is located at 1900 N. Chaparral Street owned by City and described in greater detail in Exhibit "A", which is attached; and

II. CCMJV is an organization whose principals have substantial experience and expertise in the management, operation, and marketing of amusement services; and

III. The Corpus Christi Museum of Science and History Advisory Board, as set forth in the Board minutes of the 7th day of June, 2012, approved a recommendation to the City Council supporting a process that results in a 24 month private/public partnership to operate the Museum with the following stipulations:

- Mission of the Museum will be sustained
- City retains ownership of Museum land, facilities, and structures
- City retains ownership of Museum collections which must remain accessible to the public
- City holds the 2012 budget flat for 24 months to support the Museum
- City annually budgets HOT tax funding to support Museum advertising
- The Museum must be operated in a manner that sustains accreditation by the American Association of Museums and certification as an archeological repository by the Texas Historical Commission; and

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

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## AGREEMENT

### ARTICLE 1 DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

**“Advisory Board”** shall mean the Corpus Christi Museum of Science and History Advisory Board assembled under the authority of City Ordinance 2-90. The Advisory Board is assembled to serve as an advisor to the Museum department and to the City Council in matters of support and development of the Museum. The board may adopt comprehensive policies relating to the management of collections, acquisitions for the collections, disposition and the deacquisition of objects in and for the collection, and use of Museum facilities.

**“Affiliate”** shall mean with respect to any corporation, partnership or other entity, any other such entity which is and at all times remains Controlled (as hereinafter defined) by, under common Control with or which Controls the first such entity, and (ii) "Control" means direct or indirect ownership of not less than 10% of all the voting stock of a corporation or not less than 10% of the legal and equitable interest in a partnership or other entity or the ability to direct management, operations or policy decisions of such corporation, partnership or other entity.

**“Annual Report”** shall mean the annual report prepared by CCMJV setting forth a summary of the operations of the Museum and the services provided by CCMJV for the preceding year, along with information regarding plans for the upcoming report year, as further described in 27.1 below.

**“AAM”** shall mean the American Association of Museums or its successor as the nationally recognized agency for accrediting Museums.

**“Auxiliary”** shall mean the Auxiliary of Corpus Christi Museum, an incorporated non-profit organization that is organized to assist the Director of Museum and Professional Staff in carrying out the functions of the institution.

**“Business Day”** shall mean any day on which banks in the State of Texas are open for business, excluding Saturdays and Sundays.

**“Capital Campaign”** shall mean an intensive fund raising effort designed to raise a specified sum of money within a defined time period for facility improvement to the Museum. These facility improvements can include the construction of new buildings, renovation or enlargement of existing buildings, purchase or improvement of land, acquisition of furnishings or equipment, and additions to endowment.

**“Code”** shall mean the City of Corpus Christi Municipal Code, as it may be amended from time to time.

**“City”** shall mean the City of Corpus Christi, Texas and all of its boards, commissions, departments, agencies and other subdivisions.

**“City Council”** shall mean the City Council of the City of Corpus Christi, Texas.

**“City Documents”** shall mean City-created records and City-owned records pertaining to operation and management of the Museum that, on the Effective Date of this Agreement are in the City's custody.

**“City Employees”** shall mean those persons who are and continue to be regularly employed in a part-time or a full-time job by the City in positions authorized in the “Corpus Christi Museum of Science and History” Program in the applicable, current City of Corpus Christi adopted budget.

**“City Manager”** shall mean the City Manager of the City of Corpus Christi or the City Manager's designee.

**“Collection Committee”** shall mean the committee responsible for accession and deaccession of Museum Collections. The Collection Committee is made up of the Museum Collection Manager, Museum Librarian, Museum Registrar and the Museum Director, or as modified by Article 8 and Article 21 of this Agreement.

**“Collection Fund”** shall mean an account which funds are only available for the purchase of Museum Collection objects.

**“Depository”** shall mean the place agreed to by the City and CCMJV, in which the bank accounts for the funds required to be maintained under this Agreement are to be deposited.

**“Effective Date”** shall mean September 1, 2012, or whatever later dates the City Manager and CCMJV agree to but in no event later than the date of last signature.

**“Emergency Expenditure”** shall mean any expenditure to the extent not included within an approved budget and not expected by CCMJV to be incurred but which is necessary to correct any condition that poses an imminent threat to public safety or material damage to the Museum.

**“Employee Transition Plan”** shall mean the plan adopted by the parties pursuant to Article 18 of this Agreement. City and CCMJV acknowledge and agree that cost savings with respect to the continued First-Class operations of the Museum can occur as a result of the Employee Transition Plan.

**“Facility Improvement Expenditures”** shall mean all City Manager approved expenditures for building additions, alterations, renovations, repairs or improvements, and for purchases of permanent fixtures, machinery or equipment.

**“First-Class”** shall mean quality of the best; the finest; the highest class, grade, or rank; and highest distinction with respect to the operation, management, marketing, and promotion of the Museum, including but not limited to: professional promotion and marketing efforts; service-oriented guest and tenant services; premium food and beverage services; timely repairs,

maintenance, and cleaning of building, equipment, and grounds; positive, safe and secure Museum for patrons and employees.

**“Fiscal Year”** shall mean a 12-month period beginning on August 1 of each calendar year and ending on July 31 of the following calendar year. The City may change its Fiscal Year in which case the city must notify CCMJV of the change in writing at least 120 days before the end of the Fiscal Year in which the change will occur and the definition of Fiscal Year in this Agreement shall automatically change to reflect the new definition of the City’s Fiscal Year.

**“Friends of the Museum”** shall mean the Friends of the Corpus Christi Museum, an incorporated non-profit profit organization that is organized to support and aid the Corpus Christi Museum of Science and History.

**“General Manager”** shall mean the manager of the Museum employed by CCMJV to manage the Museum’s finances, marketing and revenue generating operations.

**“Gross Revenue”** shall mean all revenues excluding sales tax, from whatever source, received by CCMJV or the City from or in respect of the operation of the Museum and from any income generating activity associated with the Museum, including but not limited to the following:

- a) All revenues received from admission fees, concessions, rental events, and fees and charges for all other goods and services provided to the public at the Museum;
- b) membership fees received by CCMJV;
- c) all revenue from vending machines and the selling price of all merchandise sold in, on, about or from the Museum in the ordinary course of business; provided, however, that, with respect to revenue and sales of merchandise by vending machines not owned by or leased to CCMJV, only the amount paid to CCMJV on account of such sales shall be included; and
- d) all other charges of any character made by CCMJV for the rendering of any service or goods or work of any kind conducted in, on, about or from the Museum. Except for “basic” membership fees, as set forth in subsection (b) above, “Gross Revenue” shall not include contributions, donations, pledges, or other gifts made by third parties to the Museum or CCMJV that are not derived directly from the services provided by CCMJV related to the Museum. “Gross revenue” shall not include funds received by CCMJV from the City including Operational Support Payments.

**“Gross Revenue Benchmark”** shall mean the projected Gross Revenue for the 2013 Fiscal Year and the 2014 Fiscal Year. The Gross Revenue Benchmark is \$318,295 for the 2013 Fiscal Year. The Gross Revenue Benchmark is \$347,231 for the 2014 Fiscal Year.

**“Gross Revenue Deficiency”** shall mean the difference between the Gross Revenue Benchmark and the Gross Revenue in a Fiscal Year in which Gross Revenue does not exceed the Gross Revenue Benchmark.

**“Internal Strategic Objectives”** shall mean the thoughtfully constructed plan employed to achieve the Museum’s Mission.



**“Long-Range Plan”** shall mean a Long-Range Plan for multi-year operation of the Museum, including the Museum’s Mission, vision, goals, and objectives. The Long-Range Plan is obligated to address maintaining the Museum’s accreditations and certifications. The Long-Range plan should integrate financial plans, development plans, interpretive plans, and collections plans.

**“Management Fees”** shall mean those fees payable to CCMJV under Article 26 in consideration for management services provided.

**“Museum”** shall mean the Museum of Science and History and related facilities operated on the Premises, which is the subject of this Agreement.

**“Museum Collection”** shall mean objects that form the core of the Museums activities for exhibitions, education, research, etc. All objects in the Museum Collection are included in the Museum Inventory referenced in Article 8.

**“Museum Collection Manager”** shall mean the Museum employee responsible for supervising all aspects of collection care and collection inventories including managing acquisitions, accessions, and standardization of the collection catalogue.

**“Museum Department”** shall mean City's Department of Museum.

**“Museum Director”** shall mean the director of the Museum, being a museum professional, maintains the mission of the Museum, as well as the certification and accreditation.

**“Museum’s Mission”** is defined in Article 5.2.

**“Museum Purposes”** shall mean all purposes related to Museum operations and development either on the Premises or elsewhere, including but not limited to charitable, scientific, educational, archeology programs, activities, events, grounds, gardens, parks, exhibits, and research.

**“Operating Expenses”** shall mean all operating and maintenance expenses incurred by CCMJV in the operation of the Museum, including without limitation the following:

- a) salaries, payroll taxes, and other payroll expenses;
- b) charges for utility services;
- c) expenses for repair and maintenance of equipment and furnishings;
- d) expenses for maintenance and repair and for cleaning of the Museum, including but not limited to expenses related to vandalism or other damage to gates, equipment, supplies, or the Museum Premises or Property;
- e) the cost of supplies, equipment, and animals;
- f) the cost attributable to noncapital replacement of equipment and animals;
- g) license and permit fees;

- h) the cost of insurance attributable to insuring the Property and insuring CCMJV against liability relating to the management and operation of the Museum;
- i) the cost of Workers' Compensation Insurance for employees of CCMJV;
- j) deductible amounts required and actually spent under any insurance policies;
- k) amounts paid by CCMJV in reasonable settlement of claims against CCMJV that are not paid by insurance carriers;
- l) maintenance and repair of grounds, gardens, and adjacent parks and landscape areas; and
- m) any other expense approved by the City Manager.

**"Operations Manual"** shall mean a document developed by CCMJV which contains terms regarding the management and operation of the Museum, including detailed policies and procedures to be implemented in operating the Museum, as agreed upon by both the City and CCMJV. The parties acknowledge that to the extent that such manual contains any proprietary information of CCMJV (e.g., CCMJV-wide (not Museum-specific) operating policies, procedures and/or software); such information shall remain the property of CCMJV and shall not be kept at the Museum after the expiration or termination of this Agreement.

**"Operating Support Payment"** shall mean all funding to be provided by the City to CCMJV pursuant to Article 5 of this Agreement in consideration for operation support provided to the Museum by CCMJV.

**"Outside Caterers"** shall mean any caterer entering into an Outside Catering Agreement to provide catering services at the Museum for a single event. CCMJV will establish minimum commissions and/or fees, insurance and security deposits required in order for an Outside Caterer to operate at the Museum. Outside Caterer will pay CCMJV immediately following their catering event based on the Outside Catering Agreement with that Outside Caterer and CCMJV.

**"Outside Catering Agreement"** shall mean the written agreement between CCMJV and an Outside Caterer for a single event to be held at the Museum.

**"Parking Lots"** shall mean any and all existing and future parking facilities that serve the Museum as shown in Exhibit "B" which the parties may amend from time to time.

**"Personal Property"** shall mean the personal property described in Article 3.2 below.

**"Personal Property Expenditures"** shall mean all expenditures for additional or replacement furniture, fixtures, machinery or equipment which are not a permanent fixture to the Museum.

**"Preexisting Condition"** shall mean any condition of disrepair, structural weakness, latent defect or other fault of any part of the Property, or any noncompliance of any part of the Property with any applicable local, state or federal law, that existed on or before the Effective Date of this Agreement, except that such condition or noncompliance is not a pre-existing condition if either party knew of its existence on or before the Effective Date of this Agreement.

**“Premises”** shall mean the real property and improvements described in Article 3 below.

**“Property”** shall mean the Premises and the Personal Property, collectively.

**“Routine Repair and Maintenance”** shall mean all ordinary maintenance and repair of the Museum facilities and equipment, and replacement of supplies that are normally performed on a day-to-day, periodic, or routine basis in order to keep such facilities and equipment in a good, clean, efficient, and safe condition. “Routine Repair and Maintenance” shall include such minor improvements to the grounds, gardens, adjacent parks and landscaped area, the buildings, structures, equipment, and facilities of the Museum as are necessary in the reasonable discretion of CCMJV to improve appearance and management.

**“Transferred Employees”** shall mean those persons who elect Museum-related employment with CCMJV pursuant to the Employee Transition Plan.

**“THC”** shall mean the Texas Historical Commission or its successor as the state agency for historic preservation.

## ARTICLE 2 INTRODUCTION

**2.1 Term.** The term of this Agreement (the “Term”) begins on September 1, 2012 (the “Effective Date”), and ends on August 31, 2014 (the “Termination Date”), unless sooner terminated as provided in this Agreement.

**2.2 Option to Extend Terms.** The Term of this Agreement may be extended as may be mutually agreed to by CCMJV and the City, but not less than five (5) years beyond the Termination Date.

**2.3 Grant of Authority.** To enable CCMJV to perform its obligations under this Agreement, the City hereby grants to CCMJV, and CCMJV hereby accepts, the exclusive right and obligation subject to the provisions of this Agreement, in its own name, as an independent contractor and not as an agent of the City, to manage and operate the Museum.

**2.4 Nature of Relationship.** The parties agree that the only relationship created by this Agreement is that between the City, as owner, and CCMJV, as an independent contractor, for management and operating services and that CCMJV is an independent contractor, not an agent, employee, joint venturer or partner of the City.

**2.5 Contract Administrator.** Each party must appoint a Contract Administrator who shall monitor such party's compliance with the terms of this Agreement. CCMJV's Contract Administrator shall be its General Manager at the Museum, unless CCMJV notifies City of a substitute Contract Administrator in writing. City Manager shall notify CCMJV of the name of its Contract Administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring CCMJV or City participation or approval shall mean the participation or approval of such party's Contract Administrator.

## ARTICLE 3

### MANAGEMENT AND OPERATION OF PREMISES AND PERSONAL PROPERTY

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

**3.2 Personal Property.** Subject to the terms, covenants, and conditions set forth in this Agreement, the City agrees to provide, at no cost to CCMJV, use of personal property located at the Museum necessary to the operation and maintenance of the Museum other than City Documents, the City vehicle, and forklift. CCMJV shall maintain all such Personal Property in good condition and repair, subject to Preexisting Conditions, and shall replace with items of good quality any of the Personal Property that becomes inoperable or unusable if such item is necessary for the operation of the Museum in CCMJV's reasonable discretion. The City will provide CCMJV with a video inventory of the Personal Property located at the Museum. Transferred Personal Property shall remain property of the City.

(a) **Vehicle and Forklift Assigned to Museum.** The Vehicle and Forklift Assigned to the Museum shall not be transferred to CCMJV. Such vehicle and forklift shall remain at the Museum until the end of the Employee Transition Period. The vehicle and forklift shall only be used by qualified City Employees. City employees shall only use the vehicle and forklift for the performance of Museum or City duties. At the end of the Employee Transition Period, the City shall remove the vehicle and forklift from the Museum.

### **3.3 Use of the Premises.**

(a) **Required Use.** CCMJV shall use and continuously occupy the Property during the Term of this Agreement for the operation of a public museum and related and incidental purposes and programs, including but not limited to conservation, education, enterprise operations, and visitor services, in accordance with this Agreement, the Museum's Mission and the Long-Range Plan. Notwithstanding the above, the parties intend that the Museum can also be used as an event space for catered groups, weddings, business meetings, and similar high margin events.

(b) **Prohibited Use.** The Museum may not be used in any way prohibited by policy adopted by Advisory Board and approved by the City Manager. Current policy is shown in Exhibit M and is subject to change. Any dispute concerning prohibited use will be resolved by decision of the City Manager.

(c) **No Illegal Uses or Nuisances.** CCMJV shall not use or occupy any of the Premises, and shall not permit the use or occupancy of it, in any unlawful manner or for any illegal purpose, and shall not permit to be carried on any activity that would constitute an actionable nuisance under the laws of the State of Texas. CCMJV shall take all

reasonable precautions to eliminate any nuisances or hazards relating to its activities on or about the Premises, except as to Preexisting Conditions.

**3.4 Parking Lot Use.** CCMJV shall share the Museum parking lots with SMG and the American Bank Center. CCMJV shall not block off or barricade the Museum parking to prevent access by SMG or American Bank Center patrons. CCMJV shall not be responsible for existing violations of the Code or any other local laws regarding the Museum Parking Lot.

**3.5 Occupancy Hours.** CCMJV can only occupy the Museum during the Occupancy Hours of 6:00 am to 7:00 pm. CCMJV may occupy the Museum outside the Occupancy Hours upon giving the City notice within two weeks of the planned usage. The notice shall state the date or dates and times of operation CCMJV wishes to occupy the Museum. CCMJV shall occupy the Museum for the hours provided in the notice. CCMJV may also seek to alter occupancy hours upon giving the City notice within two weeks of the planned change. The notice shall state the new Occupancy Hours. CCMJV can only occupy the Museum during the Occupancy Hours in the notice. All notices shall be in writing. All notices shall include a reminder to the City Manager that the planned usage is to be submitted to McKinstry Essention Inc. in writing within two weeks of the usage change. CCMJV will be responsible for all expenses associated with modifying Occupancy Hours including electricity.

#### ARTICLE 4 EXISTING THIRD-PARTY AGREEMENTS

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

#### ARTICLE 5 OPERATIONS

**5.1 CCMJV Responsibility.** CCMJV shall manage and operate the Museum as a museum, consistent with the Museum's Mission and Long-Range Plan, with emphasis on the Museum's scientific and educational purposes and programs. Management and operation of the Museum includes selection of new inter-active displays, reconfiguration of certain exhibits for presentations to the public, redesigning of floor layouts, devising a higher and best use for outdoor events, and designing special event spaces for both indoor and outdoor use. CCMJV is responsible for Operating Expenses including electricity.

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

**(a) Internal Strategic Objectives.** The following strategic objectives are used to operationalize the Museum Mission:

- (1)** Corpus Christi Museum of Science and History will build programs around three basic themes: Humans, the Environment, and Science.
  - (i) How has human migration, cultural encounters, and interactions shaped the unique human character of South Texas and, in turn, how has South Texas influenced the world?
  - (ii) How have environmental features and resources been linked to the human migrations, settlements, and physical exploitation of South Texas resources?
  - (iii) What does science tell us about the unique natural world of South Texas and how can we best conserve our unique resources?
- (2)** The Museum will collect and preserve unique specimens, artifacts, and ephemera which illuminate our three basic themes and support innovative programming.
- (3)** To create new knowledge, Museum Collections and resources will be shared with the public and researchers.
- (4)** The Museum will promote an open and inclusive atmosphere of learning by encouraging the use of its physical facilities for special events, meetings, and other community gatherings.
- (5)** The Museum will commit itself to sharing knowledge with the next generation by actively promoting programming and field trip policies which encourage participation by K-16 school groups.

**5.3 City Operations Support Payments.**

- (a) Operations Account.** All Operation Support Payments shall be deposited in an account maintained in the Depository in the name of the City. CCMJV shall have the authority to withdraw from the Operations Account. Any balance shall be retained in the Operations Account as for reserve for payment of future Operating Expenses. If at the termination of the Agreement there shall be a balance in the Operations Account, CCMJV shall disburse such excess to the City on or before the fifteenth (15) day of such month.

- (b) Operation Support Payment.** The City shall pay CCMJV an Operation Support Payment for consideration of CCMJV providing operating services to the Museum. Operation Support Payments are to be used only to pay Operating Expenses. After the Effective Date, the City shall transfer to CCMJV an annual operations payment (the "Operations Support") equal to \$1,059,077 for the first Fiscal Year of this Agreement and \$1,209,140 for the second Fiscal Year of this Agreement. The Operations Support Payment shall be paid to CCMJV in four equal quarterly installments on or before the fifteenth (15th) day of each quarterly month. Each quarterly month is August, November, February and May. The first Operational Support Payment will be made on the Effective Date of this Agreement.
- (c) Advancing of Funds for Operation Support.** If at any time during a particular quarter, the amount of monies on deposit in the Operation Support Payment and available for that purpose shall be insufficient for the payment of Operating Expenses then due or budgeted to become due during such quarter, CCMJV may present to the City Manager a request to advance the amount of such insufficiency from the approved budgeted payment scheduled to be paid in the succeeding quarter. If the City Manager approves the request, the advancement will be made. This advanced amount will then be subtracted from the scheduled Operation Support Payment for the succeeding quarter. If the City Manager disapproves, no advancement shall be made.
- (d) Modification of Operating Support Payment due to Wage Increase.** If the City at any point grants City Employees a raise for the 2013 Fiscal Year, CCMJV's Operational Support Payment shall be increased by a budgeted estimate of the cost of the increased City Employees Salaries and Wages for each quarter. At the end of the employee transition period, the City shall calculate actual increases to City Employees Salaries and Wages and compare to the increase in Operational Support Payment. If the actual increase to City Employees Salaries and Wages is greater than the increase in Operational Support Payment, the following quarter's Operational Support Payment shall be increased by the difference. If the actual increase to City Employees Salaries and Wages is less than the increase in Operational Support Payment, the following quarter's Operational Support Payment shall be decreased by the difference. At the end of June 2013, the City shall calculate actual increases to City Employee Salary and Wage Expense for the City Employee remaining at the Museum after the Employee Transition Plan and compare to the increase in Operational Support Payment. If the actual increase to City Employee Salary and Wage is greater than the increase in Operational Support Payment the following quarter's Operational Support Payment shall be increased by the difference. If the actual increase to City Employee Salary and Wage is less than the increase in Operational Support Payment, the following quarter's Operational Support Payment shall be decreased by the difference.
- (e) Modification of Operational Support Payment due to Savings.** The City entered into a design/build agreement for a fixed price energy performance contract with McKinstry Essention. Inc. (McKinstry). McKinstry guarantees energy savings for the Museum found in Exhibit N. If the actual energy savings exceed the projected energy savings in the McKinstry agreement for a Fiscal Year, the second quarterly Operational Support

Payment for the following Fiscal Year will be reduced by the excess savings. If McKinstry's projected savings are not realized in a Fiscal Year, the second quarterly Operational Support Payment for the following Fiscal Year shall be increased if CCMJV was not responsible for the failure for McKinstry's projected savings being realized. The second quarterly Operational Support Payment will be increased by the amount of the excess Electricity expense caused by the failure of McKinstry's projected savings to be realized. If CCMJV was responsible for the failure for McKinstry's projected savings being realized, Operational Support Payment shall not be increased. Increased electricity costs are subject to Article 5.3 (g).

- (f) **Over Budgeted Expenses.** The City may request CCMJV's authorization to reduce the amount of Operational Support Payment due under the terms of this Agreement for Over Budgeted Expenses. CCMJV shall have the right to approve or deny the reduction of Operational Support Payment.
- (g) **Unbudgeted and Under Budgeted Expenses.** CCMJV shall be responsible for Unbudgeted and Under Budgeted Expenses. CCMJV may present any Unbudgeted or Under Budgeted Expense to the City Manager for additional funds. The City Manager shall have the option to approve or deny increasing Operational Support Payment for Unbudgeted or Under Budgeted Expenses.

#### **5.4 City Paid Expenses**

- (a) **City Employee Salaries and Wages.** The City shall bill CCMJV monthly for Salaries and Wages paid to City Employees working at the Museum. CCMJV shall be responsible for any raises granted to City Employees after the Effective Date of this Agreement.
- (b) **City Provided Services.** The City will provide Municipal Information Systems Services, Building Maintenance Service, and Fleet Services. The City shall bill CCMJV monthly for these services.
  - (1) ***Municipal Information Systems Services.*** The Municipal Information Systems (MIS) department shall assist in the delivery of quality products and services by managing the enterprise data centers and by providing connectivity & customer services that will allow for the optimum usage of enterprise data as well as effective and efficient data, voice and video communications at the Museum. The City shall bill CCMJV \$2,671 monthly for services provided.
  - (2) ***Building Maintenance Service.*** The City shall provide the labor for routine repairs and preventive maintenance for the Facility. CCMJV shall be responsible for supplying the parts for repairs and maintenance. The City shall bill CCMJV \$1,275 monthly for services provided.
  - (3) ***Fleet Services.*** The City shall provide a vehicle and fork lift to CCMJV for first six (6) months of this Agreement. The vehicle and forklift are to be operated only by qualified City Employees for Museum purposes. The City shall bill CCMJV \$696 monthly for services provided.



(c) **Electricity.** The City shall pay the energy provider for Electricity provided to the Museum. For the Electricity invoices that the City pays directly, the City shall bill CCMJV monthly for reimbursement.

(1) ***Conditions Affecting Electricity Usage.*** CCMJV shall immediately notify the City in writing with regards to any changes that will affect energy usage including occupancy or usage changes, computer load or other load changes, scheduling changes and sequence of operation changes. Such notice shall include a reminder to the City Manager that the changed usage is to be submitted to McKinstry Essention Inc. in writing within two weeks of the usage change. CCMJV will be responsible for all expenses associated with any changes that will affect energy usage.

(2) ***McKinstry Essention Inc Notification.*** The City will notify McKinstry Essention Inc that CCMJV is taking over the management of the Museum and authorizing McKinstry to communicate with CCMJV in regards to the Energy Cost Saving Guarantee in Exhibit N.

## **5.5 City Procurements.**

(a) **Computers Procurement.** The City is a party to an Agreement for computers for the Museum. The City shall procure computers for the Museum during the term of this Agreement. The procurement includes four laptop computers with work station and six desk top work stations. CCMJV will have full use to the computers provided under the Agreement. The City shall bill CCMJV monthly for reimbursement for the procurement expense.

(b) **Multifunction Copier Procurement.** The City is a party to an Agreement for a multifunction copier. The City shall procure a multifunction copier for the Museum during the term of this Agreement. CCMJV will have full use to the multifunction copier provided under the Agreement. The City shall bill CCMJV monthly for reimbursement for the procurement expense.

(c) **Dumpster Service Procurement.** The City is a party to an Agreement for Dumpster Service. The City shall procure Dumpster Service for the Museum during the term of this Agreement. CCMJV will have full use to the Dumpster Service provided under the Agreement. The City shall bill CCMJV monthly for reimbursement for the for procurement expense.

(d) **Elevator Maintenance Procurement.** The City is a party to Agreement for Elevator Maintenance. The City shall procure elevator maintenance for the Museum during the term of this agreement. The Museum elevators will be maintained during CCMJV operation of the Museum. The City shall bill CCMJV monthly for the procurement expense.

**5.6 Museum Accounts.** After the Effective Date of the Agreement, all Museum Accounts under the City of Corpus Christi shall be paid by the City. The City shall bill CCMJV monthly for reimbursement for Museum Accounts paid by the City. CCMJV may transfer or request the City to close these accounts.

**5.7 Consolidated Bill.** The City will generate a Consolidated Bill no later than thirty (30) calendar days after the month's end. The Consolidated Bill will itemize all City services, expenses and accounts paid for the Museum. CCMJV shall pay the Consolidated Bill fifteen (15) calendar days from the date of the invoice.

**5.8 Water, Gas, and Waste Water.** The City shall provide the Water, Gas, and Waste Water to the Museum. CCMJV is not responsible for Water, Gas, and Waste Water.

**5.9 Proportionate Year.** This section shall apply to the month of August 2014. All the conditions of Article 5 shall be proportionally applied. August 2014 conditions shall be proportionally applied based on the second Fiscal Year of this Agreement.

## ARTICLE 6 LONG-RANGE PLAN

**6.1 Long-Range Plan.** The Long-Range Plan is a tool to show how CCMJV will manage the Museum upon an extension or new contract to manage the Museum past the termination date. The Parties acknowledge that this Agreement contemplates the adoption by the City of the Long-Range Plan, created by CCMJV, on or before February 28, 2014. In the event that such a Plan is not adopted by August 31, 2014, CCMJV may choose not to extend this Agreement.

## ARTICLE 7 ACCREDITATION, CERTIFICATION, LICENSING, AND PERMITS

**7.1 Required Accreditation and Certification.** Throughout the Term (including any extensions), CCMJV shall cause the Museum to be at all times (a) accredited by the AAM; and (b) certified as an Archeological Repository by the THC. In addition, CCMJV shall be responsible for any reaccreditation and recertification that may be required during the term of this agreement. Any failure on the part of CCMJV to comply with this article shall constitute a material breach of this Agreement. Current accreditation and certification are shown in Exhibit C.

**7.2 Licenses and Permits.** All licenses and permits currently held by the City in connection with the operation of the Museum are shown in Exhibit D. Subject to any necessary approvals, the City agrees to transfer all such licenses and permits to CCMJV, and CCMJV and the City shall use their best efforts to either have those licenses and permits legally transferred to CCMJV or to have them canceled upon CCMJV's obtaining replacement permits or licenses in its name if transfer is not possible except that certain licenses and permits shall remain in the possession of the City and under the City's name, and CCMJV shall be authorized as the agent of the City to perform such services under such licenses and permits as are required in the operation of the Museum to the extent permitted by applicable law, if such licenses or permits are required to be

held by a governmental entity and/or owner of the Premises or for such other reasons as may be agreed to by the parties. Upon any termination of this Agreement for any reason, CCMJV shall transfer all licenses and permits back to the City and CCMJV shall use its best efforts to assist the City with the documentation of any such transfer or reapplication for any such permit or license to be held in City's name after such termination.

**7.3 City Representations.** City represents and warrants to CCMJV that the accreditation by the AAM and certification as an Archeological Repository by the THC, and all licenses and permits which are being assigned to CCMJV, are not currently in default, that City is not aware of any default that exists with respect to these items, that City has complied with the terms and conditions of the certifications, accreditations, licenses, and permits, and they are current with respect to any and all payments.

## ARTICLE 8 MUSEUM COLLECTION MANAGEMENT

**8.1 Collection Inventory.** CCMJV will be responsible for maintaining the inventory of the Museum's collections. The City will provide CCMJV with an electronic document and video inventory of the Museum's collection on record. In the event that there is a discrepancy between the video inventory and electronic document inventory, the video inventory shall control.

**8.2 Collection Management Policy.** The Museum's current Collection Management Policy was adopted September 2005. CCMJV shall follow the current Collection Management Policy in Exhibit E. Any provision in the Collection Management Policy that conflicts with this Agreement, the provision in this Agreement shall control. Any dispute regarding the Collection Management Policy can be submitted to the City Manager for approval. The City Manager's decision will be controlling as to any dispute.

**8.3 Deaccession of Collection.** Deaccession of a collection must follow the following procedure. A Collection Committee member shall submit the proposed deaccession to the Collection Manager. The proposal shall include the purpose, scope of the collection and the policy guidelines. The Collections Manager shall confirm title and check for any restrictions, legal issues, or ethical concerns regarding deaccession. After the Collection Manager's review, the Collection Committee reviews proposed deaccession based on the Museum's Mission, scope of the collection, and Collection Management Policy guidelines. The Collections Committee submits the proposed deaccession and disposal method to the Museum Director for review. If the Museum Director disapproves of deaccession, the proposed item will remain in the collection. If the Museum Director approves deaccession, it shall be submitted to the Advisory Board for approval. If the Advisory Board approves, the proposed item will be deaccessed. If the Advisory Board disapproves of deaccession, it shall be submitted to the City Manager for the final decision on deaccession. The City Manager will make the final decision regarding whether the proposed item will remain in the collection or be deaccessed. The deaccession process is demonstrated in Exhibit F.

**8.4 Deaccessioned Objects.** Deaccessioned objects are removed from the collection by means of sale, exchange, donation, transfer, or destruction. Disposal of any deaccessioned object

will be carried out in accordance with all applicable federal, state, local, and international laws, treaties, and regulations including but not limited to laws protecting plants, wildlife, antiquities, historic properties, and the import, export, and transfer of cultural property. The Collection Manager is responsible for fully documenting disposal of objects. Deaccessioned objects will not be sold, or ownership otherwise transferred, to Museum staff, City of Corpus Christi employees, CCMJV employees, CCMJV members, CCMJV affiliates, Museum volunteers, members of Museum support groups, members of the Museum or City's governing authorities, or representatives or family members of these individuals.

- (a) **Disposal by Sale.** Net proceeds received from the sale of deaccessioned objects will be used only to acquire new objects for the collection. If there is any question as to the value of an object, CCMJV will get two informed outside appraisals on the object. These should document the object's authenticity and assure that CCMJV does not accept less than market value for the object. Disposal of objects from the collection will never be through the Museum shop, or in such a manner that it involves an interested entity helping in the liquidation of Museum assets. CCMJV shall collect & remit all applicable sales tax. Upon the sale of a deaccessioned object, CCMJV shall open an account (Collection Fund) in the Depository in the name of the City. CCMJV shall have the authority to withdraw from the Collection Fund Account. Proceeds from the sale of an object will be placed in a Collections Fund. Proceeds from the sale of an object can only be used for purchasing acquisitions to the Museum's Collection.
- (b) **Disposal by Exchange or Donation.** Deaccessioned objects may be disposed of by exchange with, or transfer to, another appropriate museum, educational, or scientific institution. Deaccessioned objects will never be exchanged or donated to private individuals.
- (c) **Disposal by Transfer.** Deaccessioned objects may be transferred to the Museum's education department for use in educational programs. Objects subject to this action should have little or no market value, or historic or scientific significance. Any deaccessioned object transferred to the education department will be removed from collection storage, quarantine, or work areas. The object must be stored in an area dedicated to educational supply storage. The object is considered expendable and no longer a collection item.
- (d) **Donor Notification.** If the Museum disposes (by sale, exchange, or any other method) of a donation within two years of a donation, CCMJV is obligated to notify the donor and the IRS by filing form 8284. This provision applies if the donor has claimed a charitable deduction under Section 170 of the IRS code of more than \$5,000 for either a single item or an aggregate of items donated to one or more institutions. The IRS code requires that if the value is more than \$5,000, the donor must supply an appraisal summary to the Museum. Once the Museum establishes its clear and unrestricted title to an object, the donor has no legal interest in it. If a deaccession no longer falls under the statute of limitations of the Tax Reform Act of 1984, it is then only a practice of goodwill to notify the donor or heirs of the disposition of a collection or object. It is possible to label the

funds or new acquisition purchased with those funds as a gift from the donor. Appropriate action will be considered by the Museum Director on a case-by-case basis.

**8.5 Acquisitions, Loans, and Destructive Analysis of Collections.** All Acquisitions, Loans and Destructive Analysis shall be conducted in compliance with the Museum's currently adopted Collection Management Policy found in Exhibit E.

## ARTICLE 9 TECHNICAL APPEAL PROCESS

**9.1 Technical Appeal Process.** The Museum Director may challenge any proposed event or action made by CCMJV or the General Manager in matters conflicting with the Museum's Mission or that effect collections or exhibits. If the Museum Director and CCMJV or General Manager cannot resolve an issue regarding a proposed event or action in matters effecting the Museum's mission, collection or exhibits, that issue is to be presented to the City Manager. Prior to making a decision on any issue, the City Manager will hear from both the Museum Director and the General Manager. The City Manager will make the final decision as regarding whether the proposed action or event does or does not commence. The technical appeal process is demonstrated in Exhibit G.

## ARTICLE 10 NEW FACILITIES OPERATING AND MAINTENANCE COSTS

**10.1 New Facilities Operating and Maintenance Costs.** As CCMJV funds and builds new exhibits and support and visitor facilities, the corresponding increases in operating, program, and maintenance costs will be the responsibility of CCMJV, with the City being the owner of such new exhibits and support or visitor facilities. CCMJV may request permission from the City Manager to use Operating Support Payment to pay for New Facilities Operating and Maintenance Costs. CCMJV must specify what new cost it seeks to pay with Operating Support Payment. Operation Support Payment can only be used for New Facilities Operating and Maintenance Costs approved by the City Manager.

## ARTICLE 11 ADMISSIONS

**11.1 Admissions.** Admission shall be set at their current rates shown in Exhibit H approved by the City Manager on August 19, 2010. The City Manager shall have the authority to set Museum admissions charges in accordance with City of Corpus Christi Code of Ordinance 36-6. The Museum Director shall prepare such schedule which shall be submitted to the City Manager for approval, and such schedule shall be reviewed on an annual basis. Said fees and charges shall bear a reasonable relation to fees charged for admission to other similar attractions and similar

facilities, and shall be neither excessive nor grossly deficient by comparison; except that special provisions to assure access to all children shall be made, such as free periods of admission for children, and free admission for school groups. The approved schedule shall be filed with the City Secretary and copies shall be provided to the City Council. The City Manager's authority to approve such schedule of fees and charges shall include approval of discounts and special fees designed to promote the Museum and increase visitation, which may be accomplished through marketing agreements not exceeding three (3) years with other attractions or marketing companies whereby multiple attractions are packaged, or through other promotional plans customarily used for similar attractions and facilities.

**11.2 Access.** CCMJV agrees to operate the Museum with the goal of providing the widest possible access to the Museum to the general public, at an affordable cost.

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

## ARTICLE 12 PURCHASES OF SUPPLIES AND SERVICES

**12.1 Purchase of Supplies and Services.** CCMJV shall have full authority and discretion as to the purchase of all equipment, materials, supplies, inventories and services reasonably required by it but shall endeavor to make all such purchases at the best price available as known to CCMJV, considering the quantities required and the quality desired, at the time available for the delivery and the sources of supply whenever possible as part of a volume purchase by CCMJV. CCMJV may acquire property or services from or otherwise transact business with its Affiliates for any of the goods to be purchased or services to be performed by it under this Agreement but only if the prices charged and services rendered are competitive with those obtainable from others rendering comparable services in the field. To insure compliance in this respect, CCMJV agrees to obtain at least two (2) other competitive bids from persons other than CCMJV's Affiliates, whenever CCMJV considers transacting business with an Affiliate for providing goods or services under this Agreement. All purchases by CCMJV of permanent fixtures, equipment, and all facility improvements shall be made in the name of the City. CCMJV shall establish an inventory control system to account for all such purchases. The City shall have the right to inspect the books and records of CCMJV to verify CCMJV's compliance with the provisions of this section.

**12.2 Contacting Historically Underutilized Businesses.** CCMJV shall, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code and in compliance with Texas Local Government Code §252.0215. If there are more than two such businesses in the county, CCMJV can contact the listed businesses on a rotating basis. If the list fails to identify a historically underutilized business in Nueces County, CCMJV is exempt from contacting at least two historically

underutilized businesses. Any such notice shall be sent by certified mail and CCMJV shall keep record of all notices for four (4) years after the termination date of this agreement.

**12.3 Expenditures in Excess of Ten Thousand Dollars (\$10,000).** CCMJV shall, in making expenditure in excess of \$10,000 for any single item or more than \$50,000 in the aggregate in any purchase order, utilize a competitive bidding process similar to that used by the City. CCMJV shall not avoid the application of competitive bidding by purposely dividing a single purchase into smaller components so that each component purchase is less than \$50,000 or make component, sequential or incremental purchases to avoid the competitive bidding requirements. CCMJV shall make the purchase that offers the "best value" for the Museum. In consideration of "best value" CCMJV may consider the following factors: the purchase price; the reputation of the bidder and of the bidder's goods or services; the quality of the bidder's goods or services; the extent to which the goods or services meet the Museum's needs; the bidder's past relationship with the Museum or City; the total long-term cost to the Museum to acquire the bidder's goods or services; and any relevant criteria specifically listed in the request for bids or proposals.

**12.4 CCMJV Municipality Status.** To the extent allowable under federal, state, and local law, City agrees to allow CCMJV to use its tax status as a municipality for the purchase of supplies and services. City agrees to execute such documents as may be required, and which the City is authorized to execute, to further this Agreement.

## ARTICLE 13 FACILITY IMPROVEMENTS AND ALTERATIONS

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

**13.2 Facility Improvement Plan.** CCMJV shall submit a Facility Improvement Plan to the City Manager for any facility improvement CCMJV wishes to commence. Such plan shall include a listing of the facility projects or equipment to be purchased, the projects ranked in order of preference, a timetable for the construction or completion of the project, a work schedule and time line to minimize disruptions of Museum operation during the completion of the improvements, justification for the project, an examination of the feasibility of the improvement and an explanation of expenses for the project. The plan shall also include a reminder to the City to submit the approved plans to McKinstry Essention Inc. for an energy usage evaluation. The reminder shall also notify the City that the plan is to be submitted to McKinstry Essention Inc. in writing within two weeks of the change to the facilities. CCMJV shall submit the Facility Improvement Plan for the 2013 Fiscal Year within forty five (45) days from the Effective Date of this Agreement. CCMJV shall submit the Facility Improvement Plan for 2014 Fiscal Year with the Annual Plan under Article 27.

**13.3 Facility Improvements Approval Process.** The General Manager and Museum Director shall develop a timeline for operations and facility improvement phases including a work schedule and time line to minimize disruptions of Museum operation during the completion

of the improvements. If the Museum Director does not approve of Facility Improvement Plan, the Museum Director shall follow the Technical Appeal Process in Article 9. If the Museum Director has no objections or the City Manager approves after the appeal process, CCMJV must present the Facility Improvements Plan to the Advisory Board for review. The Advisory Board will submit to the City Manager a recommendation. The City Manager will submit the plan to the City Engineering Department for review. The Structural Engineering Report required under Article 14 must be submitted to the City prior to the review of any project in the Facility Improvement Plan. The City Manager may approve or disapprove any project in the Facility Improvement Plan. If the City Manger does not approve, the facility improvements project will not proceed. If the City Manager approves a project, the first phase of improvement will begin. Upon completion, the City Manager will inspect first improvement phase. If the City Manager approves, CCMJV may be reimburse for Facility Improvement Expenditure in accordance with Article 25. If the City Manager does not approve, CCMJV shall make necessary corrections to gain approval. The Facility Improvement Process is demonstrated in Exhibit I.

**13.4 Approved Facility Improvements and Alterations.** Any alterations or facility improvements made by CCMJV to or on the Premises shall comply with any and all applicable local, state, and federal laws, rules and regulations, and CCMJV shall obtain any required permits for such alterations and facility improvements. Expenses for required permits shall be Facility Improvement Expenditures to be reimbursed under Article 25. Only Approved Facility Improvements shall be eligible for Facility Improvement Reimbursement.

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

**13.6 CCMJV's Personal Property.** All furniture, furnishings, and articles of movable personal property installed in the Premises by or for the account of CCMJV, without expense to City, and which can be removed without structural or other material damage to the Premises (all of which are in this Agreement called "CCMJV's Property") shall be and remain the property of CCMJV and may be removed by it subject to the provisions of Article 34. At least ten (10) days prior to delinquency, CCMJV shall pay all taxes levied or assessed upon CCMJV's Property and shall deliver satisfactory evidence of such payment to City.

#### ARTICLE 14 ENGINEERING, STRUCTURAL AND LAYOUT STUDIES

**14.1 Structural Engineering Report.** CCMJV shall submit to the City a Structural Engineering Report evaluating the integrity of the building within the first Fiscal Year. The Structural Engineering report will be at the sole expense of CCMJV. Expenses for the Structural Engineering Report shall be a Facility Improvement Expenditure to be reimbursed under Article 25. Facility Improvements and Alterations will not proceed prior to completion of the Structural Engineering Report.



**14.2 Studies.** CCMJV shall notify the City Manager of all engineering, structural and layout studies of the Museum conducted by CCMJV at any time within 30 days of completion of the study. Any such study shall be provided to the City Manager within 30 days of request by the City Manager. Such studies shall be provided to the City free of cost.

ARTICLE 15  
ADVERTISING

**15.1 Museum Advertisement.** CCMJV may purchase or create advertisement for the Museum. Museum Advertisement materials should be presented in an objective, fair and accessible manner. Advertising campaigns should be justified and undertaken in an efficient, effective and relevant manner. All advertisements shall be in compliance with federal, state and local laws.

**15.2 Advertisement Reimbursement.** CCMJV shall keep record for all advertising expenditures and submit itemized expenditures to the City monthly. The City shall reimburse CCMJV up to \$25,000 in advertising expenditures per Fiscal Year, subject to availability of funds in the Hotel Occupancy Tax fund. City agrees to submit this amount as part of the proposed budget for Hotel Occupancy and Tax fund. Reimbursement payment for advertising expenditure shall be made to CCMJV on or before the thirtieth (30<sup>th</sup>) day following the end of the Fiscal Year if available.

ARTICLE 16  
NAMING RIGHTS

**16.1 Museum Name.** Under no circumstances, with the exception of formal action by City Council, may the Museum's name be changed from "Corpus Christi Museum of Science and History".

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

ARTICLE 17  
MAINTENANCE

**17.1 General Maintenance.** CCMJV shall be responsible for routine repairs, preventive maintenance, janitorial services, grounds keeping services, maintenance of all interior and exterior walls of the Facility, maintenance of the landscaping around the Facility; walking

inspections of the Facility on a daily basis, and grounds keeping of all the Parking Lots to City codes and standards. CCMJV shall maintain the Museum in a clean, safe, sanitary, and slightly condition, and as necessary to maintain all licenses and accreditations in accordance with Article 7 above; provided, however, that such obligation shall not, except as specifically set forth in this Agreement, require CCMJV to repair or otherwise remedy a Preexisting Condition. CCMJV shall employ sufficient personnel to maintain the Museum to the standard of a First-Class Museum.

**17.2 Random Inspection.** Random inspections will be made by a designated City employee to inspect the general maintenance of the Museum. Any deficiencies not to the standard established in Article 17.1 will be reported to CCMJV. CCMJV shall take the necessary action to remedy the deficiency in a timely fashion.

**17.3 In-Kind Maintenance.** In-Kind Maintenance can be provided by the City for repairs that are necessary for public health and safety. In-Kind Maintenance requires City Manager approval. At any time the Museum requires In-Kind Maintenance, the General Manager shall submit an In-Kind Maintenance request to the City Manager. Upon City Manager approval, the City shall make the necessary repairs. In-Kind Maintenance shall include City labor, materials, and indirect maintenance services in substantially the same manner of maintenance support that is currently provided by the City to the Museum. If the City Manager denies the In-Kind maintenance request, CCMJV shall be responsible for the repairs.

**17.4 Contractor Insurance.** Each party shall provide evidence acceptable to the other that every contractor engaged by a party to perform work on the Premises maintain insurance in amounts, on policies of coverage and offered by companies satisfactory to City and CCMJV, including but not limited to Workers' Compensation Insurance (including Employers' Liability Insurance) and insurance against liability for injury to persons and property arising out of all such contractor's operations, and the use of owned, nonowned, or hired automotive equipment in the pursuit of all such operations.

## ARTICLE 18 STAFFING AND EMPLOYEES

**18.1 Generally.** The Parties acknowledge that as of the date of this Agreement, there are approximately 17 full time City Employees employed in connection with the Museum. The Parties' intent is that the City Employees will remain at the Museum during the Employee Transition Period. At the end of the Employee Transition Period, City Employees shall be placed internally with the City, selected for hiring by CCMJV or terminated in compliance with the City's reduction of force policy.

**18.2 CCMJV Supervision of Employees.** Commencing on the Effective Date, CCMJV shall, in carrying out the responsibilities under this Agreement, manage, supervise, and direct those employees of the City who are employed at the Museum subject to the provisions of the City Charter, City Municipal Code, City rules, state legislation and any applicable collective bargaining agreements. The Museum shall operate under the Governance set out in Article 19.

CCMJV shall, in cooperation with the Human Resource Department and the City Manager, develop procedures for implementing this authority with regard to City Employees.

**18.3 Employees.** CCMJV shall comply with all applicable federal, state, and local laws, ordinances, and regulations pertaining to all employees at the Museum. In addition, CCMJV shall be an equal opportunity employer and make reasonable efforts to maintain a diverse work force.

**18.4 Employee Transition Plan.** CCMJV and the City will develop and propose an Employee Transition Plan and present it to the City Council by September 30, 2012. The proposed Employee Transition Plan will be accompanied by one or more proposed ordinances to implementing elements of the Employee Transition Plan that require such City Council action and to amending this Agreement accordingly. Although City Employees may voluntarily resign City employment and be hired by CCMJV, no City position existing in the "Museum Program" in the City's Adopted Budget as of the Effective Date of this Agreement will be eliminated nor an employee involuntarily transferred to CCMJV from these positions unless the change is adopted by the City Council by ordinances described above.

**18.5 Payroll and Taxation.**

- (a) **City Payroll Until Transition.** Until each City Employee leaves City employment, either to transition to CCMJV employment or otherwise, that employee will remain on the City payroll for the continued provision of City compensation and benefits, employee status, and payment of taxes and reporting, although the Museum Director will supervise them.
- (b) **CCMJV Payroll After Transition.** After each City Employee who chooses to transition to employment with CCMJV does so, CCMJV shall make or cause to be made all necessary payroll deductions for disability and unemployment insurance, Social Security, withholding taxes, and other applicable taxes, and prepare, maintain, and file or cause to be filed all necessary reports with respect to such taxes or deductions, and all other necessary statements and reports.

ARTICLE 19  
GOVERNANANCE

**19.1 Governance.** The Museum shall be operated under the organizational chart set out in Exhibit J. The Governance can be changed if the Governance effects any accreditation or certification. The governance shall be modified to comply with any accreditation or certification standards. The Governance can be changed upon an agreement with CCMJV and the City. Any change in governance cannot effect any accreditation or certification.

ARTICLE 20  
ROLES

**20.1 Advisory Board.** The Advisory Board shall serve as an advisor to CCMJV and to the City in matters of support and development of the Museum. The board may adopt comprehensive policies relating to the management of collections, accession of objects for the collections, disposition and deaccession of objects in and for the collections, and use of Museum facilities. Any dispute with CCMJV and the Advisory Board shall be reviewed by the City Manager. The City Manager shall make the final decision regarding policy.

**20.2 General Manager.** The General Manager manages Museum's finances, marketing and revenue generating operations. General Manager's duties regarding the management of revenue generating operations include admissions, gift shop operation, food service sales, and hosting events. The General Manager can engage in fund raising activities on the behalf of the Museum.

**20.3 Museum Director.** The Museum Director is responsible for all core aspects of Museum operations including exhibits, collection, fund raising, maintenance, educational programs, accreditation and certifications. It is the director's responsibility to operate the Museum according to best Museum practices such that both accreditations by the AAM (reviewed in 2017) and archeological repository certification by the THC (reviewed in 2015) will be sustained. The Director ensures that the Museum operates in a manner that ensures that environmental and security standards associated with collection preservation continues to be maintained.

**20.4 Museum Collection Manager.** The Museum Collection Manager maintains collection catalog and object files and makes the collection catalog data publicly accessible. The Museum Collection Manager also supervises collection care for objects in storage, on exhibit, on loan, and ongoing collection inventory. Supervision of the collection includes monitoring environmental conditions in storage areas, making conservation recommendations and actively pursuing grants that benefit collections care and use. Furthermore, the Museum Collection Manager serves as a member of every exhibit development team to make certain that collections are integrated appropriately into exhibits and proper safeguards are in place for object preservation. The Museum Collections Manager can support the work of staff, volunteers, and researchers working with the collection and work with honorary curators, adjunct curators, and collection committee to develop collection management policies and procedures.

**20.5 Museum Registrar.** The Museum Registrar is responsible for accession of new acquisitions, assess condition, maintaining accession records, processing deaccessions and maintaining loans. Furthermore, Museum Registrar is responsible for maintaining a record of values for insurance and maintaining a graphic record of significant objects. The Museum Registrar also supervises and performs inventory of collections and data entry into collection catalog. Additionally, Museum Registrar serves as a member of exhibit development team to make certain that collections are integrated appropriately into exhibits and proper safeguards are in place for object preservation. The Museum Registrar can supervise and train volunteers and staff in proper methods of handling objects, in data entry work in proper inventory processes.

**20.6 Museum Librarian.** The Museum Librarian is responsible for maintaining information regarding the collection and exhibits and making the library collection holdings publicly accessible. The Museum Librarian is also responsible for maintaining subscriptions and

acquiring reference publications for the collection, accession and inventory holdings and maintaining Museum catalog. Additionally, Museum Librarian cares for archival materials in storage, on exhibit, and on loan. This includes the supervision of staff, volunteers, and researchers working in the library. The Museum Librarian can also research images and acquire the rights for use of images in exhibits and educational presentations.

**20.7 Museum Educator (Head Curator).** The Museum Educator is responsible for leading the education program development and delivery team for adults and students. The Museum Educator also develops and presents programs for the public and for school tours including generating lesson plans and providing reference material for teachers and source materials for elementary students relevant to Museum exhibits and collections. Furthermore, the Museum Educator serves as a member of every exhibit development team to make certain that the needs of the school audience are addressed. The Museum Educator can work individually with teachers, group leaders, and event planners to provide excellent customer service. The Museum Educator can also recruit, train, schedule and supervise staff and volunteers to provide needed programming.

**20.8 Museum Education Assistant.** Museum Education Assistant is responsible for presenting science topics and programs to the visiting public, youth groups, and school groups under the supervision of the Museum Educator. Museum Education Assistant is also responsible for putting information and classroom resources for teachers on the Museum's education website, as well as update education and program information on the Museum's main website. The Museum Education Assistant serves as a member of every exhibit development team to make certain that the needs of the school audience are addressed.

**20.9 Science Exhibit Project Manager.** Science Exhibit Project Manager is responsible for maintenance activities for all exhibits and the Facility. The Science Exhibit Project Manager is also responsible for assuring safety and security of collection objects from harm due to light, dust, heat, and visitors. Furthermore, the Science Exhibit Project Manager provides a regular program of safety training for staff and volunteers and an MSDS file for the chemicals currently used in the Museum. The Science Exhibit Project Manager can present educational programming to adult and student groups working collaboratively as a member of the education staff team under the supervision of the Museum Educator.

**20.10 History Exhibit Project Manager.** History Exhibit Project Manager is responsible for maintenance activities for all exhibits and the Facility. The History Exhibit Project Manager is also responsible for assuring safety and security of collection objects from harm due to light, dust, heat, and visitors. Furthermore, the History Exhibit Project Manager provides a regular program of safety training for staff and volunteers and an MSDS file for the chemicals currently used in the Museum. The History Exhibit Project Manager can present educational programming to adult and student groups working collaboratively as a member of the education staff team under the supervision of the Museum Educator.

ARTICLE 21  
PROFESSIONAL STAFF

**21.1 Minimum Professional Staff.** CCMJV shall maintain a professional staff of a minimum of 8 employees for the following positions: Museum Director, Educator, Education Assistant, Collection Manager, Librarian, Registrar, History Exhibits Project Manager, and Science Exhibits Project Manager. The Minimum Professional Staff is subject to Article 21.2 and the Employee Transition Plan in Article 18. Upon losing any one of these key positions, CCMJV shall have two (2) months to restaff the position. If the position cannot be restaffed within two (2) months, CCMJV may seek a two (2) month extension from the City Manager to fill that key position.

**21.2 Modification of Minimum Professional Staff.** The Professional Minimum Staff requirement in Article 21.1 can be increased or decreased upon request of the Museum Director and approval by the City Manager. If the Museum Director determines that the Professional Staff size needs modification, the Museum Director shall submit the details of the position/positions and duties of the position/positions the Museum Director is seeking to modify to the City Manager. The City Manager will make the final decision as to whether to modify or not modify the Minimum Professional Staff required. If the City Manager does not approve of the Professional Minimum Staff modification, the Minimum Professional Staff requirements in effect at the time of denial shall remain in effect. Any modification approved by the City Manager shall be in writing and will become the effective Minimum Staff Requirement.

**21.3 Minimum Qualification and Experience for Professional Staff.** CCMJV shall only hire professional staff that meets the following qualifications for key staff positions:

- (a) **Museum Director's Minimum Qualifications.** The Museum Director shall have a master's degree in Museum studies, natural history, history, anthropology, or academic field that relates to the collections of the Museum. This position requires ten years' experience working in the Museum field including three (3) years in a leadership position.
- (b) **Museum Collection Manager Minimum Qualifications.** The Museum Collection Manager must have a master's degree in Museum studies, natural history, history, or anthropology field that relates to the collections of the Museum. This position requires (2) two years' professional experience in a Museum or comparable facility; or any equivalent combination of training, education or experience.
- (c) **Museum Registrar Minimum Qualifications.** Museum Registrar must have a Bachelor's degree in Museum studies, history, public history, American studies, anthropology or other related field (Master's degree preferred). This position requires (2) two years' Museum work experience or work in a comparable facility; or any equivalent combination of training, education, or experience.
- (d) **Museum Librarian Minimum Qualifications.** Museum Librarian must have a Bachelor's degree in Museum studies, history, public history, American studies, anthropology, library science or related field (Master's degree preferred) This position requires (2) two years' experience working in a Museum or comparable facility; or any equivalent combination of training, education, and experience.

- (e) **Museum Educator Minimum Qualifications.** The Museum Educator must have a master's degree in Museum studies, history, anthropology, or any field that relates to the collections of the Museum. This position requires two (2) years' experience working in a Museum or comparable facility; or any equivalent combination of training, education and experience.
- (f) **Museum Educator Assistant Minimum Qualifications.** The Museum Educator Assistant must a bachelor's degree in biology or environmental science, or any field that relates to the collections of the Museum. This position requires (2) two years' experience working in a Museum or comparable facility; or any equivalent combination of training, education and experience.
- (g) **Science Exhibit Project Manager Minimum Qualifications.** The Exhibit Project Manager must have a master's degree in Museum studies with a specialty in science/natural history that relates to the collections of the Museum. This position requires two (2) years' work experience in a Museum or comparable facility; or any equivalent combination of training, education, and experience.
- (h) **History Exhibit Project Manager Minimum Qualifications.** The Exhibit Project Manager must have a master's degree in Museum studies with a specialty in history/anthropology field that relates to the collections of the Museum. This position requires two (2) years' work experience in a Museum or comparable facility; or any equivalent combination of training, education, and experience.

**21.4 Waiver of Minimum Qualifications.** CCMJV may seek a waiver of Minimum Qualification for hiring a Professional Staff member. Any waiver sought shall only apply to a candidate and not to the Professional Staff positions. Any waiver of Minimum Qualification for Professional Staff shall be submitted in writing to the City Manager. If the City Manager denies the waiver request, CCMJV may not hire the unqualified candidate. If the City Manger waives the Minimum Qualification requirement, CCMJV may hire the candidate the waiver was sought for. The approved waiver will not apply to previous or future candidates.

## ARTICLE 22 FISCAL MATTERS

**22.1 Capital Campaign.** If CCMJV wishes to pursue any Capital Campaign, it must follow the same approval process as Facility Improvements in Article 13. Any Capital Campaign shall be conducted in good faith and must be in compliance with state and federal law.

**22.2 Miscellaneous Fees and Prices.** Subject to Article 11 of this Agreement, CCMJV shall have the authority to set the amount of all prices and fees for services rendered or sales made to the public or otherwise at the Museum, including without limitation, food and drink concessions, souvenirs, parking, special exhibits, and other special events.

**22.3 Franchises or Concessions.** CCMJV shall have exclusive authority to grant to any nonprofit corporation or public or private organization franchises or concessions that further the public use and enjoyment of the Museum.

**22.4 Solicitation of Private and Public Funding.** CCMJV shall assist the Friends of the Museum or any other non-profit organization created to benefit the Museum : (a) use its best efforts to (i) actively solicit private support for the Museum through membership fees and charitable contributions and (ii) actively solicit federal, state or local grants or other funds to support the operation and purposes of the Museum ; and (b) apply all funds contributed to it as membership fees, charitable donations, public grants or loans, or any other sources, to the Operating Expenses, Facility Improvements at the Museum and other Museum Purposes in accordance with this Agreement. Facility Expenditures or Advertisement paid for by Private or Public Funding shall not be reimbursed under Article 15, Article 25, or any other provision of this Agreement.

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

## ARTICLE 23 PROHIBITED TRANSACTIONS AND BENEFITS

**23.1 Benefits to Organizations.** CCMJV shall not contribute, donate, contract, or provide any economic or non-economic benefits to the Friends of the Museum and their members, the Auxiliary and their members, the Advisory Board and their members, or any other organization created to benefit the Museum and their members. CCMJV shall not receive any contributions or receive any economic or non-economic benefits from the Friends of the Museum, the Auxiliary, or any other organization created for benefit the Museum. Only the Museum may receive any economic or non-economic benefits from non-profit organizations. CCMJV may facilitate or manage the benefit received by the City made by an organization. At no time does the benefit become property of CCMJV. This article shall not apply to CCMJV's initial purchase of gift shop items from the Auxiliary.

**23.2 Memberships.** CCMJV members, employees, or any affiliates cannot be members of the governing board of Friends of the Museum, governing board of the Auxiliary, the Advisory Board, or any other governing board of an organization created to benefit the Museum.

**23.3 Benefits to Individuals.** CCMJV shall not provide any economic or non-economic benefit to any individual person affiliated with the City of Corpus Christi including City employees, City Council, and City Mayor. CCMJV shall not receive any economic or non-economic benefit from any individual person affiliated with the City of Corpus Christi including City employees, City Council, and City Mayor.



ARTICLE 24  
REVENUE

**24.1 Revenue Account.** After the Effective Date, CCMJV shall collect all revenues and sales tax. Revenues collected may be held in a CCMJV account. All revenues less sales tax shall be deposited biweekly into an account maintained in the Depository in the name of the City. This account will be the Revenue Account. CCMJV is not authorized to withdraw from the Revenue Account. The City shall have the authority to withdraw proceeds from the Revenue Account.

**24.2 Revenue Withdrawals.** Beginning the third month of this Agreement, the City shall withdraw the previous month revenue from the Revenue Account on a monthly basis until such withdrawals total the Gross Benchmark Revenue for the Fiscal Year. The first month's revenue will remain in the account to pay for bank fees and charges. Gross Revenue over the Gross Revenue Benchmark shall be paid to CCMJV for reimbursement for Facility Improvement Expenditures in accordance with Article 25. Facility Improvement Expenditure reimbursement payments shall begin the following month Gross Revenue exceeds Gross Revenue Benchmark in a Fiscal Year. The Facility Improvement Expenditure payment shall be made on or before the fifteenth (15) day of such month. Management Fee payments shall begin the following month Gross Revenue exceeds the total of Gross Benchmark Revenue plus Facility Improvement Expenditure Reimbursement in a fiscal year. The Management Fee payment shall be made on or before the fifteenth (15) day of such month. The remaining excess revenue shall be withdrawn and applied to the City's General Fund.

**24.3 General Fund Revenue.** The revenue first-in within the Fiscal Year up to the Gross Benchmark Revenue shall be applied to the City's General Fund. All revenue in the amount of 50% of Gross Revenue that exceeds the total of Gross Benchmark Revenue plus Facility Improvement Reimbursement for each Fiscal Year shall be applied to the City's General Fund.

**24.4 Gross Revenue Deficiency.** CCMJV is required to generate a Gross Revenue of \$318,295 for the 2013 Fiscal Year and \$347,231 for the 2014 Fiscal Year. CCMJV shall pay the City the difference between the Gross Revenue Benchmark and the Gross Revenue for any Fiscal Year that Gross Revenue does not exceed the Gross Revenue Benchmark. The payment of the Gross Revenue Deficiency shall be made within 30 days of the end of the Fiscal Year in which there was a Gross Revenue Deficiency. CCMJV's obligations to pay the City the difference between the Gross Revenue Benchmark and Gross Revenue is subject to force majeure. Therefore, to the extent that Museum Operations are interrupted as a result of acts of God, war or civil disturbance, the obligation to make these payments will be suspended proportionately to the number of days that CCMJV is unable to operate the Museum.

**24.5 Proportionate Year.** This section shall apply to the month of August 2014. All the conditions of Article 24 shall be proportionally applied. August 2014 conditions shall be proportionally applied based on the second Fiscal Year of this Agreement.

ARTICLE 25  
FACILITY IMPROVEMENT REIMBURSEMENT

**25.1 Excess Revenue.** CCMJV shall be entitled to reimbursement of Facility Improvement Expenditures made under the Facility Improvement Plan submitted under Article 13. Only Approved Facility Improvements made under the Facility Improvement Plan shall be eligible for Facility Improvement Reimbursement. Facility Improvement Expenditures shall be reimbursed in any such Fiscal Year the Gross Revenue exceeds the Gross Benchmark Revenue. If the difference between Gross Revenue and Gross Benchmark Revenue is greater than Facility Improvement Expenditures, CCMJV shall be completely reimbursed for Facility Improvement Expenditures. If the difference between Gross Revenue and Gross Benchmark Revenue is less than Facility Improvement Expenditures, all the difference will be paid to reimburse CCMJV for Facility Improvement Expenditures. Any unreimbursed Facility Improvement Expenditures for the Fiscal Year shall carry forward to the following Fiscal Year. Any Facility Improvements Expenditures made in a Fiscal Year after Management Fees have been paid shall carry forward to the following Fiscal Year. Payments for Facility Improvement Reimbursements shall be made in accordance with Article 24.

**25.2 No Excess Revenue.** Facility Improvements expenditures which are not reimbursed in any Fiscal Year will be carried forward to the following year. CCMJV is not entitled to reimbursement for Facility Improvements if revenues do not exceed Gross Benchmark Revenues. At the end of the Agreement, any Facility Improvement Expenditures which have not been reimbursed will be at the sole expense of CCMJV, and the City shall have no responsibility for the payment of same.

**25.3 Long Term Plan.** Upon execution of a long term agreement between the City and CCMJV, CCMJV may carry over the Unreimbursed Facility Improvement Expenditures for reimbursement as per the long term agreement.

**25.4 Unreimbursed Facility Improvement Expenditures.** Facility Improvement Expenditures are not a loan to the City and the terms of this Agreement shall not be interpreted to construe or treat the Facility Improvement Expenditures as a loan to the City to be repaid to CCMJV by the City. Any Facility Improvement Expenditures that are not reimbursed under the terms of this Agreement shall not be reimbursed. CCMJV will receive no compensation for unreimbursed facility expenses and the City shall retain all facility improvements. The City makes no guarantee that Facility Improvement Expenditures shall be reimbursed.

## ARTICLE 26 MANAGEMENT FEE

**26.1 Management Fee.** As compensation to CCMJV for providing the services herein specified during the Term with regards to managing the Museum, the city shall pay CCMJV in the amount of 50% of Gross Revenue that exceeds the sum of Gross Benchmark Revenue and Facility Improvement Reimbursement for each Fiscal Year.

## ARTICLE 27 REPORTING OBLIGATIONS

**27.1 Annual Report for Financial Accounting.** On or before September 1 of each year throughout the Term of this Agreement, CCMJV shall, at its sole expense, prepare and submit to the City Manager for his or her review, the Annual Report. This report will provide a general summary of the Museum's operations and will include a complete financial accounting for all funds, including use of major maintenance funding and a listing of all capital investments made at the Museum. In addition, CCMJV will also evaluate its performance in the area of customer service.

**27.2 Annual Plan.** At least thirty (30) days prior to the beginning of each Fiscal Year for CCMJV, CCMJV shall, at its sole expense, prepare and submit to the City Manager for his or her information, an Annual Plan. The City Manager shall present this plan to the City Council as an informational item. The Annual Plan shall, at a minimum, present the Facility Improvement Plan for the Museum, an evaluation of existing exhibits, a description of major programmatic changes planned at that time for the ensuing year, and any proposed changes in fees at the Museum.

**27.3 Supplementary Reports.** In addition to submitting the Annual Report and Annual Plan to the City Manager, CCMJV shall also submit the following reports:

- (a) **Quarterly Reports.** Beginning six (6) months after the mutual execution of this Agreement and on a quarterly basis afterwards throughout the term of this Agreement, CCMJV shall, at its sole expense, prepare and submit to the City Manager a quarterly report setting forth a summary of the operations of the Museum and the services provided by CCMJV at the Museum for the preceding quarter.
- (b) **Annual Report for Expenditures.** Beginning six (6) months after the mutual execution of this Agreement and on an annual basis afterwards throughout the term of this Agreement and any renewal, whichever is shorter, CCMJV shall, at its sole expense, prepare and submit to the City Manager an annual report detailing the expenditures made by CCMJV for the preceding year.
- (c) **Monthly Report.** Beginning one month after the mutual execution of this Agreement and on a monthly basis afterwards throughout the term of this Agreement, CCMJV shall, at its sole expense, prepare and submit to the City Manager a monthly report outlining the finances of the Museum for the previous month. This report shall include a summary of revenue from various sources and an accounting of costs.

**27.4 Annual Independent Audit.** Within sixty (60) days after the end of each Fiscal Year, CCMJV shall arrange for an audit of its books and records by an independent, certified public accountant; this audit shall be conducted at CCMJV's sole cost and expense and shall cover the previous Fiscal Year. CCMJV shall deliver to the City Manager an original, signed copy of each such annual audit, by the earlier of: (a) thirty (30) days after the completion of such audit or (b) ninety (90) days after the end of the Fiscal Year covered by such audit.

**27.5 Reconciliation of Accounts.** Within sixty (60) days after the end of each Fiscal Year, CCMJV shall reconcile the Revenue Account, Operation Support Account, and Collection Fund Account for each Fiscal Year.

ARTICLE 28  
BOOKS AND RECORDS

**28.1 Financial Records.** CCMJV shall establish and maintain books, records, and systems of account relating to the Museum's Gross Revenue and Operating Expenses in accordance with generally accepted accounting practices & City record retention policies. These records shall, to the extent necessary to meet requirements for audits under Article 28.2 of this Agreement, be retained by CCMJV for four (4) years after the termination date of this agreement and made available to the City upon request.

**28.2 City Audit Participation.** If requested by the City, CCMJV shall make available all information reasonably necessary for the City and the State Auditor to perform audits of the use and application of all revenues, grants, and fees, all City funds, except for private fundraising activities and private donor information, received by CCMJV during the current and preceding year, including Museum operations and management.

ARTICLE 29  
CCMJV CODE OF ETHICS

**29.1 CCMJV Code of Ethics.** CCMJV shall have a Code of Ethics governing its members, employees, and activities consistent with applicable requirements of state and federal laws and American Association of Museum and Texas Historical commission standards. The City may request from CCMJV those documents necessary for the City to confirm the establishment of an ethics and conflict of interest policy.

**29.2 Ethics Report.** CCMJV will report on compliance with the ethics and conflict of interest policy, and any issues that have arisen as a result, in the Annual Report.

ARTICLE 30  
INSURANCE

**30.1 Liability Insurance.** CCMJV, at no expense to the City, shall obtain and maintain continuously, throughout the Term of this Agreement, policies of insurance as enumerated below. Such policies: (i) shall be subject to approval by the City's Risk Manager as to company, form and coverage, and primary to all other insurance the City may secure; and (ii) must protect the City from any and all claims and risks in connection with any activity performed by CCMJV, or any of its respective officers, employees, agents, contractors or assigns, by virtue of this Agreement or any use and occupancy of the Premises authorized by this Agreement. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

- (a) Commercial General Liability Insurance.** A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form or equivalent, shall include all the usual coverages known as: Commercial Broad Form, Premises/Operations

Liability, Products/Completed Operations, Contractual Liability, Independent Contractors, and Personal/Advertising Injury. Such policy or policies must provide the minimum limit of \$1,000,000 combined single limit insuring against all liability of CCMJV and its General Managers and/or Contract Administrators arising out of and in connection with CCMJV's use or occupancy of the Museum , and premises liability. The minimum limits on these policies will be adjusted periodically by the City so that the limits generally reflect the values of the policies as of the date this agreement is signed.

- (b) **Business Automobile Liability Insurance.** A policy of Business Automobile Liability Insurance, including coverage for any owned, nonowned, leased or hired vehicles, written on an insurance industry standard form or equivalent must provide the minimum limit of \$500,000 combined single limit.
- (c) **Liquor Liability Insurance.** A policy of Liquor Liability Insurance written on an insurance industry standard form or equivalent must provide the minimum limit of Contingent Liquor liability insurance with a combined single limit of \$1,000,000 and \$2,000,000 in the aggregate.
- (d) **Crime and Fidelity Coverage.** A policy of Crime and Fidelity Insurance written on an insurance industry standard form or equivalent must provide the minimum limit of \$500,000 per occurrence of coverage for (i) employee dishonesty, (ii) forgery or alteration, (iii) theft, disappearance and destruction inside and outside the Museum ; and (iv) robbery and safe burglary inside and outside the Museum .
- (e) **Workers' Compensation and Employers' Liability.** CCMJV must obtain Workers' Compensation and Employers' Liability coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and with 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. A policy of Workers' Compensation insurance written on an insurance industry standard form or equivalent, as may be required by law must provide the minimum limit, including employer's liability coverage of \$500,000 per person per occurrence and \$500,000 per person per disease, and \$500,000 aggregate disease.

**30.2 Policy Rating and Primary Insurance Requirements.** All policies shall be subject to approval by the City's Risk Manager as to insurance company (must be rated A-VII or better in the A.M. Best's Key Rating guide and licensed to do business in the State of Texas or issued as a surplus lines by a Texas Surplus Lines broker), form and coverage, deductibles, and primary to all other insurance.

**30.3 Policy Requirements.** CCMJV agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions: (1) 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; (2) 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; (3) Workers' Compensation and Employers' Liability policies will provide a waiver of subrogation in favor of the City; and (4) 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.

**30.4 Proof of Policy.** CCMJV 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 waiver of subrogation in favor of the City is required on all applicable policies.

**30.5 Request of Policy.** The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). CCMJV 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. CCMJV 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  
Fax # - (361) 826-4555

**30.6 Commencement of Work.** Prior to the commencement of any work under the Agreement, CCMJV shall furnish an original completed Certificate(s) of Insurance to the City which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the City, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement. CCMJV 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. CCMJV must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

**30.7 Primary Insurance.** It is agreed that CCMJV'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.

**30.8 Liability Insurance Modification.** The City reserves the right to review the insurance requirements of this section during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverage and their limits when deemed necessary and prudent by the Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the Agreement, but in no instance will the City allow modification whereupon the City may incur increased risk.

**30.9 Policy Renewal.** Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, CCMJV shall provide a replacement Certificate of Insurance and applicable endorsements to City. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

**30.10 Failure to Insure.** In addition to any other remedies the City may have upon CCMJV'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 CCMJV to stop work hereunder, and/or withhold any payment(s) which become due to CCMJV hereunder until CCMJV demonstrates compliance with the requirements hereof.

**30.11 Property Insurance.** The City currently maintains property insurance on a citywide basis for its facilities, including facilities at the Museum. Throughout the Term of this Agreement, the City shall maintain such property insurance (and be responsible for all premiums for such insurance) on City facilities, including Museum facilities, as the City determines is fiscally responsible to maintain. The City will not determine what property insurance to maintain on Museum facilities separately, but only as part of its overall determination as to the appropriate level of property insurance for City facilities citywide. City's Property Insurance "scheduled" policy coverages are in Exhibit K and scheduled values for Museum facilities are in Exhibit L.

**30.12 Business Interruption Insurance.** The City will not be responsible for any "business interruption" losses suffered by CCMJV as a result of damage to a Museum facility. CCMJV shall determine whether to acquire insurance to cover any such losses.

**30.13 Waiver of Subrogation.** The parties release each other from any claims for damage caused by or resulting from risks insured against under any insurance policies carried by the parties under this Agreement. The parties agree to cause the issuers of the insurance policies maintained by them hereunder to include waivers of the rights of recovery and subrogation.

**30.14 Payment of Damages.** Nothing herein contained shall be construed as limiting in any way the extent to which CCMJV may be held responsible for payments of damages to persons or property resulting from CCMJV's or its subcontractors' performance of the work covered under this Agreement.

**30.15 Report of Accident.** In the event of accidents of any kind related to this Agreement, CCMJV shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

**30.16 Proceeds of Casualty Insurance.** If either the Museum or any part is damaged or destroyed by fire or other casualty, the City will determine whether or not repairs and restoration are practicable and feasible and will inform CCMJV in writing of its election to make or not make any such repairs and restoration within one hundred twenty (120) days following the date of such damage or destruction. All proceeds of any casualty insurance paid for by the City shall be the exclusive property of the City and CCMJV shall have no rights to receive any sums therefrom. If the City elects not to repair or restore, the City shall have the right to terminate this Agreement with respect to the Museum, without penalty, premium or fee, by sending notice to CCMJV. If the City elects not to restore any damaged or destroyed facilities' improvements and there is an outstanding approved facility expenditure due to CCMJV, then City shall pay to CCMJV from the casualty insurance proceeds that portion of the casualty insurance proceeds attributable to the improvements, but in no event in an amount to exceed the outstanding facility expenditure. If the City elects not to restore the Museum (whichever has been damaged) but within one (1) year following termination of this Agreement decides to restore the same, the City shall give written notice thereof to CCMJV whereupon CCMJV shall have a period of thirty (30) days in which to elect to enter into, and actually enter into, a new contract with the City for operation of the same following its restoration which contract shall be on the same terms and conditions described herein except that the term shall be only for the portion of the term hereof lost due to termination under this Section. If on the other hand, the City elects to repair and restore, the City shall give written notice thereof to CCMJV whereupon CCMJV shall have a period of thirty (30) days in which to elect to enter into, and actually enter into, a new contract with the City for operation of the same following its restoration which contract shall be on the same terms and conditions described herein except that the term shall be only for the portion of the term hereof lost due to termination under this Section.

ARTICLE 31  
REPRESENTATIONS AND WARRANTIES

**31.1 Representations and Warranties.** CCMJV represents and warrants to the City and covenants as follows:

- (a) **Mission.** CCMJV is capable in aspects related to the operation and management of the Museum and agrees to apply its best efforts and most efficient methods in the full operation and management of the Museum.
- (b) **Formation.** CCMJV is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Texas.
- (c) **Authority.** CCMJV has full power and authority (corporate or otherwise) to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of CCMJV and no other corporate or other action on the part of CCMJV is necessary to authorize the execution and delivery of this Agreement. The individual executing this Agreement for CCMJV has full authority to do so and to bind CCMJV to its terms.



- (d) **Conflicts and Consents.** The execution and delivery by CCMJV of this Agreement and the performance by CCMJV of the transactions contemplated in it will not violate any federal, state, or local law, rule, or regulation, or conflict with or result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or constitute an event or condition that would permit termination or acceleration of the maturity of, the Articles of Incorporation, bylaws or partnership agreement of CCMJV (as applicable) or any indenture, mortgage, lease, agreement, or other instrument or obligation to which CCMJV is a party or by which it may be bound whose termination or acceleration would materially adversely affect the ability of CCMJV to perform its obligations under this Agreement. No approval, authorization, consent, or other order or action of, or filing or registration with, any person, entity, or governmental authority is required for the execution and delivery by CCMJV of this Agreement.
- (e) **Conflict with Orders, etc.** The execution and delivery by CCMJV of this Agreement will not conflict with any order, judgment, or decree of any court, government, government agency, or instrumentality, whether entered pursuant to consent or otherwise, by which CCMJV may be bound or affected.
- (f) **Litigation.** There is no litigation, action, arbitration, grievance, administrative proceeding, suit, or claim filed and pending, nor is there any investigation by a governmental agency of CCMJV or any of its affiliates that, if adversely decided, could have a material adverse impact on CCMJV's ability to perform its obligations under this Agreement.

## ARTICLE 32 FORCE MAJEURE

**32.1 Force Majeure.** As used in this Agreement, the term "Force Majeure" with respect to a delay in performance shall mean any delay that is attributable to: (a) any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party), civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (b) any changes in any applicable laws or the interpretation; or (c) any lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other cause beyond the reasonable control of the party from whom performance is required and of its contractors or other representatives. Any prevention, delay, or stoppage in a party's performance due to Force Majeure shall excuse the performance of the party affected for a period of time equal to any such prevention, delay, or stoppage; provided, however, that during the period of any such delay or stoppage, the party whose performance is excused shall take all reasonable steps to minimize the length of such delay or stoppage.

## ARTICLE 33

## INDEMNITY

**33.1 Indemnification and Hold Harmless.** CCMJV, its officers, agents, and employees ("Indemnitor") shall indemnify and hold the City of Corpus Christi, its officers, agents, employees and representatives ("Indemnitees"), harmless and defend with counsel retained by CCMJV, from and against any third-party action, cause of action, suit, debt, cost, directly-related reasonable expense (including reasonable attorneys' fees, court costs or investigation costs), claim, or demand brought or asserted by any third-party whomsoever (collectively, "Claims"), including but not limited to claims on account of personal injuries or death or damage to property, at law or in equity, which any Indemnitees may suffer or sustain or which may be asserted or instituted against any of Indemnitees resulting from or in connection with (i) the negligence or willful misconduct of CCMJV or its agents, contractors or employees; (ii) any breach or default by CCMJV of any of its warranties, representations, covenants, or obligations made in this Agreement; or (iii) the violation of any copyright, patent, service mark, trade name or trademark by CCMJV; provided, however, that the foregoing indemnification shall not extend to Claims to the extent such Claims (A) arise from any breach or default by the City of any of its warranties, representations, covenants or Obligations made in this Agreement, as determined by a court of competent jurisdiction, (B) are caused by or arise out of the services provided by the architects, engineers and other agents (other than CCMJV) retained by the City in connection with capital improvements or capital equipment purchases at the Facility, (C) arise from the fact that at any time prior to, as of, or after the commencement of the term hereof the Facility and its premises are not or have not been, in compliance with all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions including, but not limited to, all handicap accessibility laws, rules and regulations, (D) arise from any obligation or liability under or in respect of any contract, agreement or other instrument executed by CCMJV as authorized herein unless CCMJV's acts or omissions in administration thereof are the basis for such liability, as determined by a court of competent jurisdiction, (E) arise from any act or omission carried out by CCMJV at or pursuant to the express direction or instruction of the City's Contract Administrator (but only if CCMJV advises the City's Contract Administrator in writing, promptly following such direction, that CCMJV believes such direction to be imprudent) , or (F) arise from acts of negligence or willful misconduct of City's agents, employees or subcontractors. City agrees to promptly notify CCMJV of any Claim received by the City. This indemnity specifically includes any Claims brought by CCMJV's officers, agents, contractors, or direct employees. This indemnity shall continue notwithstanding the termination of this Agreement with respect to any act or occurrence preceding the termination.

**33.2 Relationship to Insurance Obligations.** Nothing contained in this Article 33 shall be construed to affect the allocation of responsibilities between the Parties or the insurance coverages required in Article 30 of this Agreement.

## ARTICLE 34 DEFAULT; TERMINATION OF AGREEMENT; REMEDIES

**34.1 Termination by City.** The City shall have the right to terminate this Agreement following an Event of Default. The following shall constitute "Events of Default" under this Agreement:

- (a) failure of CCMJV to perform or comply with any covenant or condition made under this Agreement, or failure of any representation or warranty made by CCMJV in this Agreement to have been or to continue to be true and correct, provided CCMJV shall have a period of sixty (60) days from the date of written notice from the City within which to cure such default, or, if such default is not legally capable of cure within such 60-day period, CCMJV shall have a reasonable period to complete such cure if CCMJV promptly undertakes action to cure such default within such 60-day period and later diligently prosecutes such action to completion;
- (b) abandonment or assignment or encumbrance or transfer of this Agreement or of the Property by CCMJV, without the prior written consent of City; and
- (c) the appointment of a receiver to take possession of all or substantially all of the assets of CCMJV, or an assignment by CCMJV for the benefit of creditors, or any action taken or suffered by CCMJV under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or later amended or enacted, if any such receiver, assignment, or action is not released, discharged, dismissed, or vacated within sixty (60) days.
- (d) The above is in addition to any other right to terminate explicitly given to the City elsewhere in this Agreement.

**34.2 Termination by CCMJV.** In the event the City fails to timely pay any portion of any fee due under this Agreement or to perform any other obligation required to be performed by the City, and such failure is not cured within sixty (60) days after written notice of such failure has been delivered to the City by CCMJV, CCMJV shall have the right to terminate this Agreement; provided that if such default is not legally capable of cure within such 60-day period, the City shall have a reasonable period to complete such cure if the City promptly undertakes action to cure such default within such 60-day period and later diligently prosecutes such action to completion. The above is in addition to any other right to terminate explicitly given to CCMJV elsewhere in this Agreement.

## ARTICLE 35 SURRENDER OF PREMISES

**35.1 Surrender of Premises; Transition.** Upon the Termination Date or other termination of this Agreement, CCMJV shall (a) promptly remit to the City funds which are due and owing pursuant to the terms of this Agreement, including funds not expended but held by CCMJV, and (b) peaceably quit and surrender to the City the Premises and Property together with all permanent improvements approved by the City, in good order and condition, normal wear and tear and damage caused by casualty or condemnation excepted. In order to determine the proper remittance to the City under the above-mentioned clause (a), CCMJV agrees throughout the term of this Agreement to segregate Revenue and Operation Support Payment in an account or accounts separate from other funds held by CCMJV. The Premises and Personal Property shall be surrendered free and clear of all liens and encumbrances other than presently existing liens and encumbrances and any other encumbrances created or approved in writing by City. CCMJV

shall, immediately before the Termination Date or other termination of this Agreement, remove all of CCMJV's Property as provided in this Agreement, and repair any damage resulting from the removal.

CCMJV's obligations under this Article shall survive the Termination Date or other termination of this Agreement. Any items of CCMJV's Property which shall remain in the Premises after the Termination Date of this Agreement may, at the option of the City, be deemed abandoned and in such case may be disposed of by City in any manner allowed by law.

Upon the termination of this Agreement for any reason, CCMJV and the City shall cooperate to the fullest reasonable extent in effecting an orderly and efficient transfer of the operation and management of the Museum from CCMJV to the City or its designee. Such cooperation shall include without limitation the entry into such agreement, the execution of such documents and the convening of such meetings as may be reasonable required to affect such transfer.

## ARTICLE 36 HAZARDOUS MATERIALS

**36.1 Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) **“Environmental Laws”** means any applicable federal, state, and local laws (whether under common law, statute, ordinance, rule, regulation, code, or otherwise), permits, orders, decrees, and other requirements of governmental authorities relating to the protection of human health or the environment, whether existing as of this date, previously enforced, or subsequently enacted.
- (b) **“Hazardous Material”** means any element, compound, chemical, chemical mixture, or other substance that is identified as, or determined to be, a hazardous, toxic, or dangerous substance, pollutant, contaminant, waste, or material under, or is otherwise regulated under, any Environmental Law or other law relating to chemical management, environmental contamination, environmental cleanup, or nuisances, including, without limitation, petroleum and petroleum products, asbestos, radon and other radioactive materials, bio-hazards, and lead-based paint.
- (c) **“Release”** when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about any other part of the Property.

**36.2 No Hazardous Materials.** CCMJV covenants and agrees that neither CCMJV nor any of its agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, or disposed of in, on, or about the Property, or transported to or from the Property, provided that CCMJV may use such substances in such limited amounts as are customarily used in the operation and maintenance of a Museum so long as such use is in compliance with all applicable Environmental Laws. Each party shall immediately notify the

other party if and when such party learns or has reason to believe there has been any Release of Hazardous Material on or about the Property.

**36.3 CCMJV's Environmental Indemnity.** If CCMJV breaches any of its obligations contained in this Article, or, if any act, omission or negligence of CCMJV or any of its agents or Invitees results in any contamination of the Premises or any other part of the Property or in the Release of Hazardous Material from, on, about, in, on or beneath the Property, then CCMJV shall Indemnify the City from and against all losses (including, without limitation, the loss or restriction of the use of the Property and sums paid in settlement of claims, fines, civil penalties, attorney's fees, consultants' fees and experts' fees and costs) arising during or after the Term of this Agreement and relating to such Release; provided, however, that the Indemnity contained in this Article shall not apply to any losses resulting from a Preexisting Condition. The above-mentioned indemnity includes, without limitation, costs incurred in connection with the investigation of site conditions and all activities required to locate, assess, evaluate, remediate, clean up, remove, contain, treat, stabilize, monitor or otherwise control any Hazardous Material, and to restore the Property to its prior condition. Without limiting the above, if CCMJV or any of its agents or invitees causes or permits the Release of any Hazardous Materials on, about, in or beneath the Property, CCMJV shall, immediately, at no expense to the City, take any and all necessary actions to abate and remediate the Release in accordance with all Environmental Laws. CCMJV shall afford the City a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

#### ARTICLE 37 ASSIGNMENTS; SUBCONTRACTING

**37.1 Assignments; Subcontracting.** CCMJV has been chosen by the City to operate and manage the Museum in reliance upon CCMJV's stated and unique expertise, skill, knowledge, and mission. CCMJV shall not assign, transfer, mortgage or encumber its interest in this Agreement or any other right, privilege or license conferred by this Agreement, either in whole or in part. Any assignment or encumbrance shall be voidable and, at the City's election, shall constitute a material default under this Agreement. Without limiting the obligations of CCMJV under this Agreement, CCMJV shall have the right and the authority to enter into contracting arrangements with any other person or entity (including without limitation the City or other City agency) for the provision of any service required or allowed to be performed by CCMJV under this Agreement.

#### ARTICLE 38 NOTICES

**38.1 Notices.** All notices required to be given shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated two Business Days from the time of mailing if mailed as provided in this Article. For convenience of

the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to Corpus Christi Museum  
Joint Venture:

William Durrill  
615 Upper Broadway  
Corpus Christi, Texas 78401

If to the City of Corpus Christi:

Ronald L. Olson  
City Manager  
City of Corpus Christi  
1201 Leopard  
P.O. Box 9277  
Corpus Christi, Texas 78469

#### ARTICLE 39 COMPLIANCE WITH LAWS

**39.1 Generally.** CCMJV shall comply and conform with all laws and all governmental regulations, rules, and orders that may from time to time be put into effect relating to, controlling or limiting the use and operation of the Museum. CCMJV shall secure, or cooperate with the City in its securing, all permits and licenses specifically required for the operation of the Museum (copies of which shall be promptly provided to the City), and shall comply with all applicable laws and regulations relating to labor employed in and relating to the operation of the Museum.

**39.2 Preexisting Conditions.** Notwithstanding any other provision of this Agreement to the contrary, CCMJV shall incur no liability for, or assume any obligation to correct, any Preexisting Condition; provided, however, that CCMJV shall use its reasonable efforts to (a) identify all such Preexisting Conditions and notify the City immediately of their existence, (b) take all reasonable action necessary to minimize any risk of injury or liability that may be occasioned by such a Preexisting Condition, and (c) to the extent funds are or become available, as referred to in the following sentence, take all reasonable action necessary to correct any such Preexisting Condition; provided further, however, that the above shall not condition or limit City's Indemnity under Article 33 above. The City agrees to use its reasonable efforts to assist CCMJV in obtaining such grants or other funds as may be available to assist in the financing of any work performed to bring any building, structure or service within the Premises into compliance with any applicable local, state or federal law or regulation, including without limitation the Americans with Disabilities Act of 1990. Nothing in this Article shall eliminate any obligation of CCMJV to ensure that all new construction, remodeling or rehabilitation work performed by CCMJV at the Museum is completed in compliance with all applicable local, state, and federal laws and regulations. Either party shall have the option of terminating this Agreement in the event the parties are unable to satisfactorily resolve any Preexisting Condition.

**39.3 Americans with Disabilities Act.** CCMJV acknowledges that the Americans with Disabilities Act (the "ADA") requires that programs, services, and other activities provided by a

public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. CCMJV further acknowledges its obligation to comply with the ADA and any other federal, state or local disability rights legislation. CCMJV warrants that it will fulfill that obligation, and that it will not discriminate against disabled persons in the provision of services, benefits or activities pursuant to this Agreement.

**39.4 Non-Discrimination Ordinances.** CCMJV shall comply with all provisions of CORPUS CHRISTI, TEX., CODE §24-82, as amended, recodified or reenacted from time to time, relating to equal opportunity in employment and business practices. Such provisions are incorporated in this Agreement and by reference made a part of this Agreement as though fully set forth in this Agreement.

#### ARTICLE 40 TAXES, ASSESSMENTS, LICENSES, PERMIT FEES, AND LIENS

**40.1 Taxes, Assessments, Licenses, Permit Fees, and Liens.** CCMJV agrees to pay taxes of any kind, including any possessory interest taxes (unless exempt under Texas law), that may be lawfully assessed on or on account of the performance of this Agreement and to pay all other taxes, excises, licenses, permit charges, and assessments based on CCMJV's use of the Premises that may be imposed upon CCMJV by law, all of which shall be paid when such sums become due and payable and before delinquency. CCMJV agrees not to allow or suffer a lien for any such taxes to be imposed upon the Premises or upon any equipment or property located there without promptly discharging such lien, provided that CCMJV, if so desiring, may have reasonable opportunity to contest the validity of it. If CCMJV intends to contest or to fail to pay when due any tax or fee referred to in the preceding sentence, CCMJV shall provide the City with at least 30-days' notice of that intention before the tax is due, explaining its reasons.

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

**40.3 Unpaid taxes.** The City may choose to pay the tax on behalf of CCMJV, and if it is later determined the tax or some portion of it validly owed, CCMJV shall reimburse the City within thirty (30) days of written demand.

#### ARTICLE 41 MISCELLANEOUS

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

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

**41.3 Liens.** CCMJV shall keep the Premises and Personal Property free from any liens arising out of any work performed, material furnished or obligations incurred by or for CCMJV and any other liens or encumbrances.

**41.4 Parties and Their Agents.** As used in this Agreement, the term "agents" when used with respect to either party shall include the agents, employees, officers, and representatives of such party. All approvals, consents or other determinations permitted or required by the City shall be made by or through the City Manager unless otherwise provided in this Agreement or unless the City gives notice otherwise to CCMJV.

**41.5 Dispute Resolution.** In the event of a dispute between CCMJV and the City regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the City Manager and CCMJV management, or their respective designees, shall meet to review and discuss the matters in dispute; if the City Manager and CCMJV are unable to reach a mutual resolution, either party may submit the matter to a nonbinding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution ("ADR") procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available.

**41.6 No Implied Waiver.** No failure by either party to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.



**41.7 Headings and Subheadings.** The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement.

**41.8 Successors and Assigns.** The terms, covenants, and conditions contained in this Agreement shall bind and inure to the benefit of the City and CCMJV and, except as otherwise provided in this Agreement, their personal representatives and successors and assigns. There are no third-party beneficiaries to this Agreement.

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

**41.10 Relationship of Parties.** The services to be rendered by CCMJV pursuant to this Agreement are as an independent contractor only and the relationship between CCMJV and the City is solely that of owner and contractor. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or a relationship of employment or agency.

**41.11 Agreement Made in Texas.** This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Texas. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in Nueces County, Texas.

**41.12 Integrated Agreement; Modification.** This Agreement contains all the agreements of the parties relating to the subject matter addressed in this Agreement, and cannot be amended or modified except by a written agreement approved by the City of Corpus Christi City Council and mutually executed between each of the parties.

**41.13 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**41.14 Exhibits.** All Exhibits to which reference is made in this agreement are deemed incorporated in this agreement in their entirety, whether or not actually attached.

**41.15 Non-Liability of Officials, Employees, and Agents.** No elective or appointive board, commission, member, officer, employee or other agent of the City shall be personally liable to CCMJV, its successors, and assigns, in the event of any default or breach by the City or for any amount which may become due to CCMJV, its successors, and assigns under this Agreement, or for any obligation of the City under this Agreement. Likewise, no board member, member, officer, employee or other agent of CCMJV shall be personally liable to the City, its successors, and assigns under this Agreement, in the event of any default or breach by CCMJV or for any

amount which may become due to the City, its successors, and assigns, or for any obligation of CCMJV under this Agreement.

**41.16 Time of Essence.** Time is of the essence of each provision of this Agreement.

**41.17 Survival of Indemnities.** Termination of this Agreement shall not affect the right of either party to enforce any and all Indemnities and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive such termination.

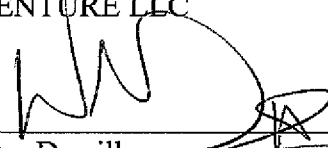
**41.18 Good Faith Dealings.** All parties will act in good faith in the preparation, execution, and resolution of any matter within the scope of this Agreement. These good faith acts shall be made in a lawful and ethical manner.

**41.19 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. 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 CCMJV or the City under this Agreement, or the applicability of any taxes or fees, CCMJV and the City shall negotiate in good faith to bring this Agreement into conformance with such change or changes. In the event that such agreement cannot be reached, CCMJV or the City shall have the right to immediately terminate this Agreement upon written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CORPUS CHRISTI MUSEUM  
JOINT VENTURE LLC

CITY OF CORPUS CHRISTI

By:   
William Durrill  
Principal


By:   
Ron L. Olson  
City Manager

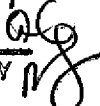
8/2/12  
Date

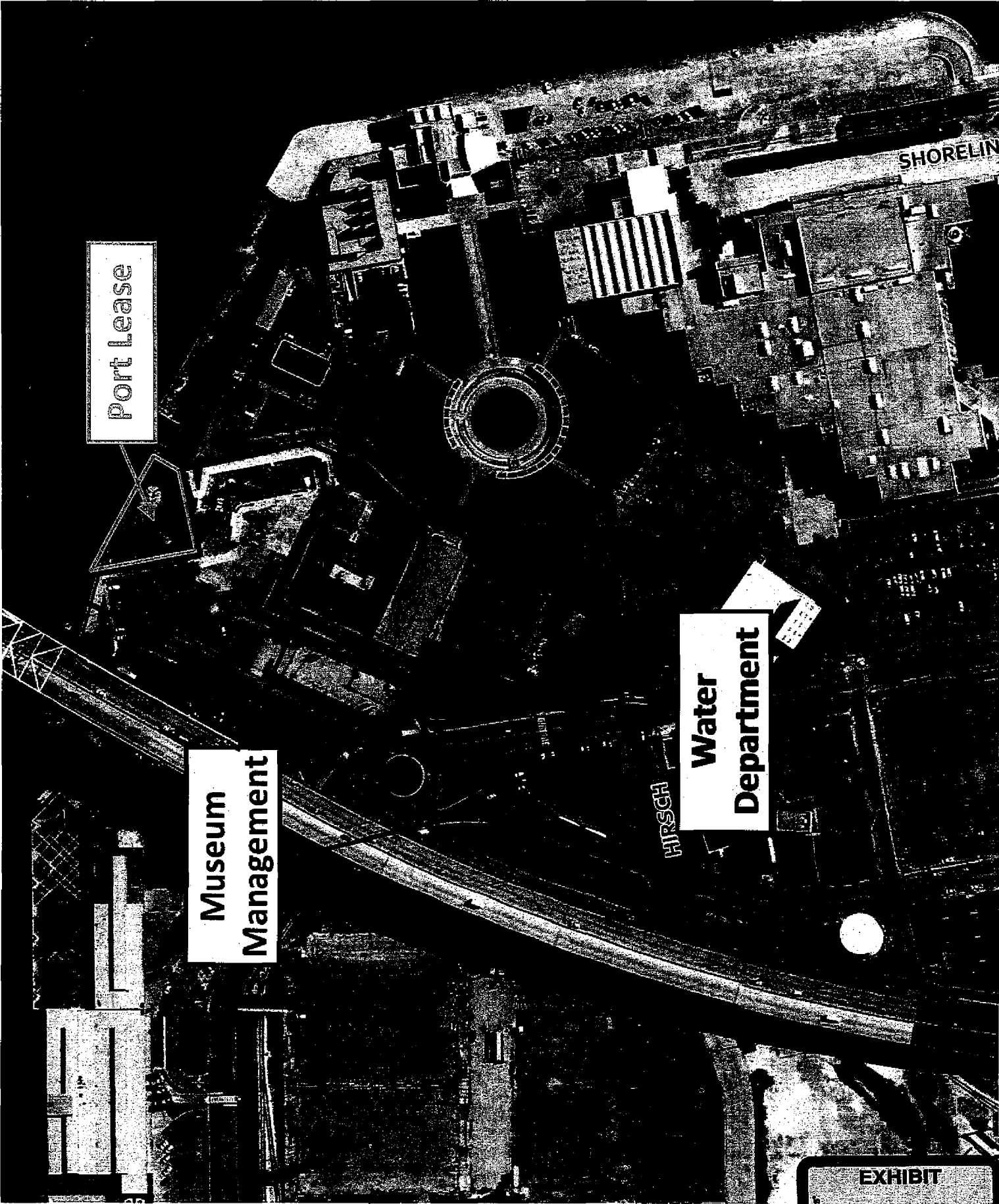
27 Aug 2012  
Date

Approved as to legal form: August 2, 2012

Buck Brice  
Buck Brice  
Assistant City Attorney  
For City Attorney

ATTEST:   
ARMANDO CHAPA  
CITY SECRETARY

M2012-156  
BY COUNCIL 8/21/12  
58  
SECRETARY 



Port Lease

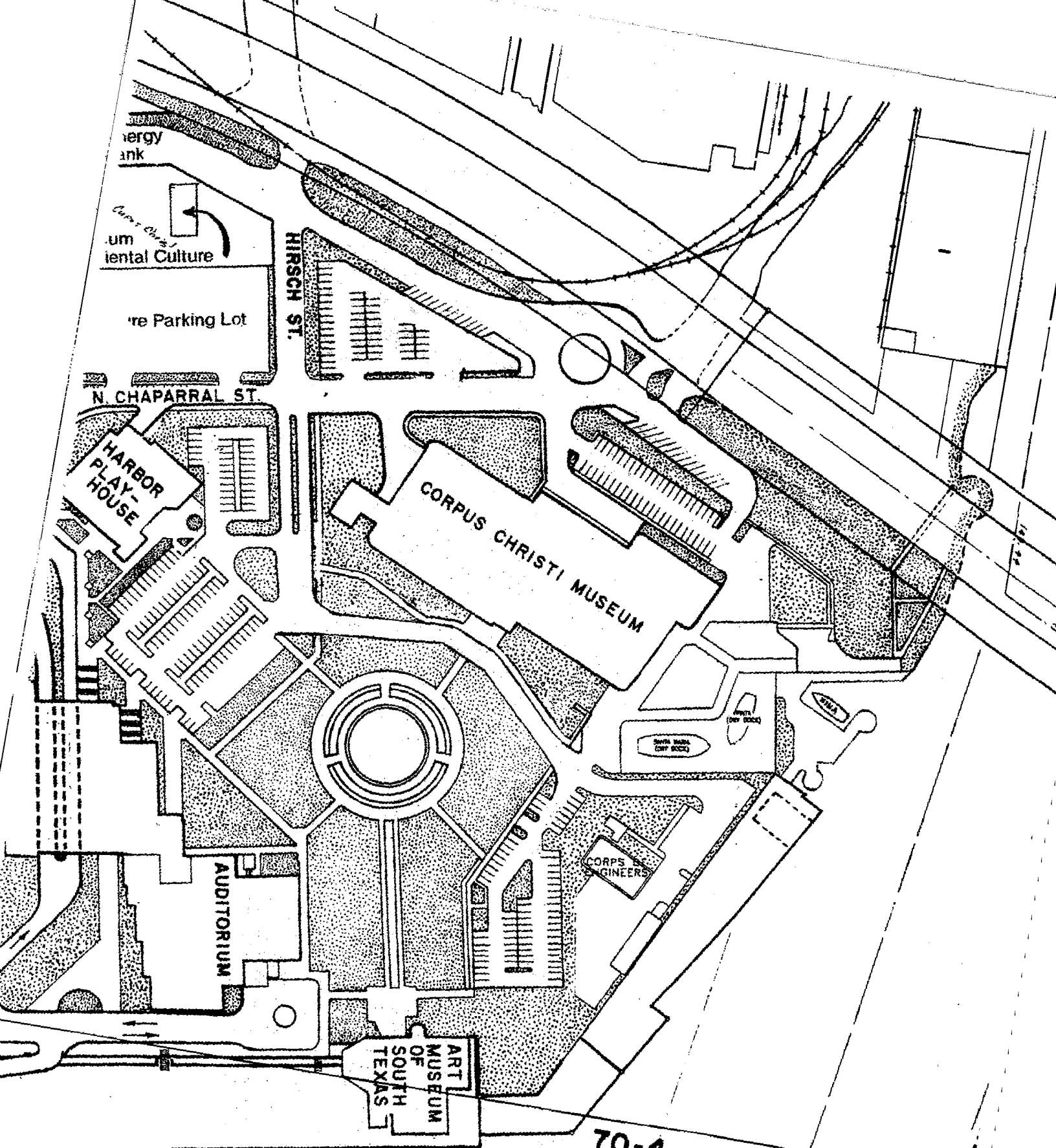
Museum Management

Water Department

SHORELIN

HIRSCH

EXHIBIT  
A



70-4  
10319

Museum Parking Lots highlighted



 AMERICAN ASSOCIATION OF MUSEUMS

November 23, 2011

**AAM  
Accreditation  
Commission**

**Chair  
Bonnie Styles**  
Director, Illinois  
State Museum,  
Springfield,  
Illinois

**William Eiland,**  
Director, Georgia  
Museum of Art,  
Athens, Georgia

**Andrew Masich**  
President and  
CEO, Senator  
John Heinz  
History Center,  
Pittsburgh,  
Pennsylvania

**Patricia Murphy**  
Executive  
Director, Oberlin  
Heritage Center,  
Oberlin, Ohio

**Terrie Rouse**  
Founding and  
Former CEO for  
Visitor Services,  
United States  
Capitol Visitors  
Center,  
Washington, DC

**Mary Sue  
Sweeney Price**  
Director, The  
Newark Museum,  
New Jersey

**James Welu**  
Director,  
Worcester  
Museum of Art,  
Worcester,  
Massachusetts

Mr. Richard R. Stryker, Jr.  
Director  
Corpus Christi Museum of Science and History  
1900 N Chaparral St  
Corpus Christi, TX 78401-1114

Dear Mr. Stryker:

On behalf of the Accreditation Commission, it is my great pleasure to tell you that the Corpus Christi Museum of Science and History has been awarded subsequent AAM Museum Accreditation at the November 7-9, 2011 meeting!

This means the museum meets National Standards and Best Practices for U.S. Museums and remains a member of a community of institutions that have chosen to hold themselves publicly accountable to excellence. Through a rigorous process of self assessment and review by its peers, the museum has shown itself to be a good steward of its resources held in the public trust and committed to a philosophy of continual institutional growth.

We applaud the museum for excellent educational programs and exhibitions that engage regional audiences. By the time of the next review, we expect to see evidence of a strategic planning process and approved plan that, in partnership with the City of Corpus Christi, meets the *Accreditation Commission's Expectations Regarding Institutional Planning* (enclosed). The planning process should include a review of the mission statement and address governance issues, including clear delegation of authority to improve staff efficiency and morale. We encourage the City Council, as a partner and parent to the museum, to participate in the planning process and endorse a plan that will help the museum continue to meet best practices in the museum field, and achieve its full potential.

Accredited museums are looked up to as leaders in the field and we encourage you to proactively fulfill this responsibility by serving as a mentor and resource for other museums. Support and encourage museums working towards meeting standards, improving practices, or seeking accreditation by attending and speaking at professional meetings, being an AAM peer reviewer, and sharing your expertise in other ways.

To help ensure that accredited museums maintain their level of professional performance they must undergo periodic reaccreditation reviews. Effective in 2010, the Accreditation Commission has implemented a temporary extension of the standard review cycle from 10 years to 15 years. The Accreditation Program staff will therefore initiate the museum's next accreditation review—starting with the self-study process—in 2024. As part of the cycle extension, museums will also be asked to periodically submit updates/data electronically in



the intervening years. More information about this new component will be released in the next couple of years.

Congratulations on this achievement. I know everyone at the museum has worked hard to earn this honor. The Accreditation Program staff can always be reached at (202) 289-9116 or by e-mail at [accreditation@aam-us.org](mailto:accreditation@aam-us.org) if you have any questions about the program and maintaining your institution's accredited status.

Sincerely yours,

*Bonnie W. Styles*

Bonnie W. Styles, Ph.D.  
Chair, Accreditation Commission  
Director, Illinois State Museum

Enclosures

*Accreditation Commission's Expectations Regarding Institutional Planning*

Award Kit

Site Visit Report

What You Need To Know About: The Museum's Visiting Committee Site Visit Report

What You Need to Know About: The Temporary Reaccreditation Cycle Extension

cc: Mr. Ronald L. Olson, Manager, City of Corpus Christi  
Mr. Bruce B. Eldredge, Visiting Committee Team Contact  
Ms. Laurie J. Rufe, Visiting Committee Team Member

By accepting accredited status, your institution agrees to abide by the decisions of the Accreditation Commission regarding continuing review, subsequent accreditation, and, if necessary, withdrawal of accreditation, and to comply with the administrative requirements of the program. You may display your certificates of accreditation and use the accreditation logo on printed materials as long as your institution meets the program requirements and standards for accreditation as determined by the Accreditation Commission.





TEXAS  
HISTORICAL  
COMMISSION

*The State Agency for Historic Preservation*

RICK FERRY, GOVERNOR

JOHN L. NAU, III, CHAIRMAN

F. LAWRENCE OAKS, EXECUTIVE DIRECTOR

November 8, 2005

NOV 19 2005

Richard Stryker, Ph.D., Director  
Corpus Christi Museum of Science and History  
1900 N. Chaparral  
Corpus Christi, TX 78401

Dear Rick,

Congratulations on your successful certification through the Texas Historical Commission's (THC) Curatorial Facility Certification Program (CFCP). Your willingness to participate as the first curatorial facility to undergo the certification process has proved successful, both for your facility and the CFCP in general.

The observations and suggestions you offered with regards to the program are very much appreciated and will be taken into consideration after the initial testing phase of the CFCP is complete.

The Corpus Christi Museum of Science and History was granted certification with three deficiency factors at the quarterly meeting of the THC held in Jefferson, TX from October 26 – 28, 2005. The three noted deficiency factors include incomplete held-in-trust agreements for state-associated held-in-trust collections, substandard policies and substandard procedures as outlined in the CFCP handbook.

Certification is granted for a period of ten years. Thus, initial certification for the Corpus Christi Museum of Science and History will expire on October 28, 2015. Prior to expiration, the Corpus Christi Museum of Science and History will be notified by the THC regarding the need to renew its certification.

Mark Ryan, the Curatorial Facility Certification Program Coordinator, will work with you and your staff on monitoring progress towards efforts taken to remedy the noted deficiency factors. Please feel free to contact Mark at (512) 463-6252 for more information or to discuss any issues or concerns.

Congratulations once more on your successful certification.

Sincerely,

F. Lawrence Oaks  
Executive Director

FLO/JB/ift

EXHIBIT

C3



DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

SEP 07 2010

3-201  
(1/97)

### FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

CORPUS CHRISTI MUSEUM OF SCIENCE AND HISTORY  
CORPUS CHRISTI MUSEUM 11266A  
CORPUS CHRISTI, TX 78401  
U.S.A.

2. AUTHORITY-STATUTES  
16 USC 703-712

REGULATIONS  
50 CFR Part 13  
50 CFR 21.27

3. NUMBER  
MB11266A-0

4. RENEWABLE  
 YES  
 NO

5. MAY COPY  
 YES  
 NO

6. EFFECTIVE  
09/01/2010

7. EXPIRES  
03/31/2013

8. NAME AND TITLE OF PRINCIPAL OFFICER (If #1 is a business)

RICHARD S. STRYKER  
MUSEUM DIRECTOR

9. TYPE OF PERMIT

SPECIAL PURPOSE POSSESSION- DEAD MIGRATORY BIRDS FOR  
EDUCATIONAL USE

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED

TEXAS  
1900 N. CHAPARRAL  
NUECES COUNTY  
CORPUS CHRISTI TX

11. CONDITIONS AND AUTHORIZATIONS:

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

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

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

D. You are authorized to possess for conservation education purposes lawfully acquired dead migratory bird specimen(s), including parts, nests, and nonviable eggs. This authorization to possess migratory birds does not apply to bald eagles or golden eagles.

Species authorized: All. Note: No Bald & Golden Eagle, no Threatened & Endangered species

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

Authorized subpermittees: Corpus Christi Museum staff

F. You and any subpermittees must comply with the attached Standard Conditions for Special Purpose Possession Dead Migratory Bird Educational Use Permits.

ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12. REPORTING REQUIREMENTS

ANNUAL REPORT DUE: 01/31



ISSUED BY

*Chira K Hunt*

TITLE

ADMINISTRATOR, MIGRATORY BIRD PERMIT OFFICE - REGION 2

DATE

09/01/2010





DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

3-201  
(1/97)

### FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

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

2. AUTHORITY-STATUTES  
16 USC 668a

REGULATIONS  
50 CFR PART 13  
50 CFR 22.21

3. NUMBER  
MB11265A-0

4. RENEWABLE  
 YES  
 NO

5. MAY COPY  
 YES  
 NO

6. EFFECTIVE  
09/01/2010

7. EXPIRES  
03/31/2013

8. NAME AND TITLE OF PRINCIPAL OFFICER (if #1 is a business)

RICHARD S. STRYKER  
MUSEUM DIRECTOR

9. TYPE OF PERMIT

DEAD EAGLE EXHIBITION

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED

TEXAS  
1900 N. CHAPARRAL  
NUECES COUNTY  
CORPUS CHRISTI TX

11. CONDITIONS AND AUTHORIZATIONS:

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

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

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

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

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

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

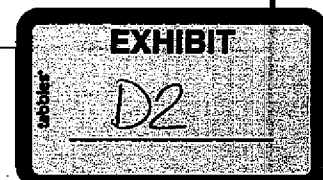
Authorized subpermittees: Corpus Christi Museum staff

F. You and any subpermittees must comply with the attached Standard Conditions for Dead Eagle Exhibition Permits.

ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12. REPORTING REQUIREMENTS

ANNUAL REPORT DUE: 01/31



ISSUED BY

*Christa K Hunt*

TITLE

ADMINISTRATOR, MIGRATORY BIRD PERMIT OFFICE - REGION 2

DATE

09/01/2010

**EDUCATIONAL DISPLAY PERMIT NUMBER EDU-0707-1404  
IS HEREBY ISSUED TO:**

**RICHARD STRYKER, JR.  
CORPUS CHRISTI MUSEUM OF SCIENCE AND HISTORY**

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

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

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

- ADDITIONAL PROVISIONS FOLLOW ON ATTACHED PAGES. -

Carter Smith  
EXECUTIVE DIRECTOR  
TEXAS PARKS AND WILDLIFE DEPARTMENT  
Issued by:



Mitch Lockwood  
Interim Director, Big Game Program



August 11, 2011  
Amended Date

6. This permit will expire at midnight, **August 2, 2013.**
7. The following individuals may conduct the activities authorized by this permit under the guidance of the permittee:

**SUBPERMITTEES: ASHLEY HENDERSON, MAGDALENA MEDRANO, ROY GARRETT**

**UNPERMITTED ASSISTANTS:** A permittee engaging unpermitted assistants shall maintain on file at their office and possess on their person in the field a signed and dated list of all unpermitted persons assisting in permitted activities.



8. The following wildlife species in the specified quantities are authorized by this permit to be:  
a. received from legal sources and held on public display for educational purposes.

Common Name	Scientific Name	Quantity
Reptiles, excluding species listed by the Department as threatened or endangered, unless authorized below.		N.A.
Texas Tortoise	<i>Gopherus berlandieri</i>	NTE 1
American Alligator	<i>Alligator mississippi</i>	NTE 2

- b. taken from the public waters of Texas for educational purposes.

Common Name	Quantity
Freshwater and marine fishes and invertebrates, excluding species listed by the Department as threatened or endangered.	NTE 20 specimens per species per year

- c. received and possessed for the purpose of salvage, specimens found dead or received from legal sources.

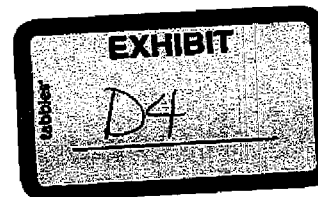
Common Name	Scientific Name	Quantity
Birds* (bird specimens, parts, eggs, or nests), mammals, reptiles, amphibians, and invertebrates. Excluding species listed by the Department as threatened or endangered, unless expressly authorized below.		

**BIRDS** (bird specimens, parts, eggs, or nests)

Bald Eagle	<i>Haliaeetus leucocephalus</i>	N.A.
Golden Eagle	<i>Aquila chrysaetos</i>	N.A.
White-tailed Hawk	<i>Buteo albicaudatus</i>	N.A.
Reddish Egret	<i>Egretta rufescens</i>	N.A.
Piping Plover	<i>Charadrius melodus</i>	N.A.
Wood Stork	<i>Mycteria Americana</i>	N.A.
Bachman's Sparrow	<i>Aimphila aestivalis</i>	N.A.
Peregrine Falcon	<i>Falco peregrines</i>	N.A.
Whooping Crane	<i>Grus Americana</i>	N.A.
Sooty Tern	<i>Sterna fuscata</i>	N.A.
Least Tern	<i>Sterna antillarum</i>	N.A.
Golden-cheeked Warbler	<i>Dendroica chrysoparia</i>	N.A.
Brown Pelican	<i>Pelecanus occidentalis</i>	N.A.
Spotted Owl	<i>Strix occidentalis</i>	N.A.
White-faced Ibis	<i>Plegadis chihi</i>	N.A.

**MAMMALS**

Kangaroo Rat	<i>Dipodomys elator</i>	N.A.
Dwarf Sperm Whale	<i>Kogia simus</i>	N.A.
Killer Whale	<i>Ornicus orca</i>	N.A.
Humpback Whale	<i>Megaptera novaeangliae</i>	N.A.
Red Wolf	<i>Canis rufus</i>	N.A.
Gray Wolf	<i>Canis lupus</i>	N.A.
Black Bear	<i>Ursus americanus</i>	N.A.
Jaguar	<i>Panthera onca</i>	N.A.



**REPTILES AND AMPHIBIANS**

Loggerhead Sea Turtle	<i>Caretta caretta</i>	N.A.
Green Sea Turtle	<i>Chelonia mydas</i>	N.A.
Atlantic Hawksbill Sea Turtle	<i>Eretmochelys imbricate</i>	N.A.
Kemp's Ridley Sea Turtle	<i>Lepidochelys kempi</i>	N.A.
Alligator Snapping Turtle	<i>Graptemys caglei</i>	N.A.
Chihuahuan Mud Turtle	<i>Kinosternon hirtipes murrayi</i>	N.A.
Texas Tortoise	<i>Gopherus berlandieri</i>	N.A.
Reticulate Collared Lizard	<i>Crotaphytus reticulatus</i>	N.A.
Texas Horned Lizard	<i>Phrynosoma cornutum</i>	N.A.
Mexican Tree Frog	<i>Smilisca baudinii</i>	N.A.
Mexican Burrowing Toad	<i>Rhinophrynus dorsalis</i>	N.A.

**INVERTEBRATES**

Sandbank Pocketbook	<i>Lampsilis satura</i>	N.A.
Golden Orb	<i>Quadrula aurea</i>	N.A.

**FISH**

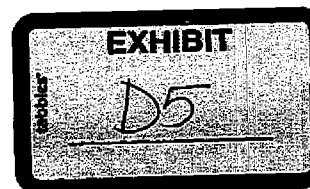
Smalltooth Sawfish	<i>Pristis pectinata</i>	N.A.
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**PLANTS**

Black Lace Cactus	<i>Echinocereus reichenbachii var. albertii</i>	N.A.
Johnston's Frankenia	<i>Frankenia johnstonii</i>	N.A.
South Texas Ambrosia	<i>Ambrosia cheiranthifolia</i>	N.A.
Slender Rushpea	<i>Hoffmannseggia tenella</i>	N.A.

\* In accordance with an appropriate valid US Fish & Wildlife Service federal permit.

9. Permittee is authorized to lend mounted or salvaged protected wildlife specimens held by authority of this permit, for use in educational programs. All specimens shall be individually tagged or otherwise marked in such a manner as to allow identification of the permittee as the source of the specimen. Specimens must be accompanied by required specimen donation form provided by the Department. A copy of the completed form must be submitted with the annual report.
10. The facilities in which protected wildlife are held shall be maintained in accordance with Attachment I (§69.305 Facility Standards).
11. The following means for taking or capture are authorized by this permit:
  - a. live-trap, net, by hand, salvage, collection along public roads and rights-of-way.
12. The following locations for taking or capture are authorized by this permit:
  - a. Nueces county, of the state of Texas.
13. All fish collection gear left unattended shall be clearly marked with permittee's name and permit number.
14. All specimens taken or captured shall be deposited with an appropriate collection of the Corpus Christi Museum, Corpus Christi State University, or otherwise disposed of in accordance with paragraph 15d of this permit.



15. **PERMIT HOLDER IS REQUIRED TO:**

a. File a completed report form annually (provided on issuance of this permit), and any reports or publications based on data collected under authority of this permit, with the Texas Parks and Wildlife Department, Wildlife Permits Section, 4200 Smith School Rd., Austin, TX, 78744, no later than fourteen days following the anniversary date of the permit (or the expiration date if the permit is due for renewal).

**YOUR PERMIT WILL NOT BE VALID UNLESS YOUR REPORT HAS BEEN RECEIVED.**

b. Carry a copy of this permit at all times when exercising the provisions of this permit, which shall be subject to inspection by any authorized enforcement officer of the Department upon request.

c. Notify the Parks and Wildlife Department Law Enforcement Office(s) in the region(s) of your field activities by telephone not less than 24 hours nor more than 72 hours prior to collection if collection techniques or devices being used are ordinarily classified as illegal (i.e., shooting game animals at night by use of light; taking game species during closed seasons; using gill nets or electroshocking devices to collect fish; hunting/collecting along public roads and rights-of-way, etc.). A confirmed response from the local game warden is required prior to collection if the sampling activities being conducted involve methods of capture ordinarily classified as illegal. If the regional office(s) or telephone number(s) is unknown, the number(s) may be obtained at any time by calling a Parks and Wildlife Communication Center: Austin - (512) 389-4848; Houston - (281) 842-8100.

d. Dispose of protected wildlife taken under the authority of this permit in only one of the following ways:

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

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

(3). Release unharmed at collection site.

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

a. Selling or bartering specimens collected under the authority of this permit. Specimens may be donated to other permit holders by completing the receipt form enclosed with the permit.

b. Collecting on private premises without prior written consent of the owner or operator of the premises.

c. Collecting in a state park without prior written permission from Texas Parks and Wildlife Department Natural Resource Program: email: [david.riskind@tpwd.state.tx.us](mailto:david.riskind@tpwd.state.tx.us)

d. Collecting in a wildlife management area without prior written permission from the area manager.

e. Taking species listed by the department as threatened or endangered without express authority in paragraph 8 of this permit.



17. ADDITIONAL PROVISIONS:

a. No hunting or fishing license is required for permit holders or individuals listed in paragraph 7 while conducting the activities expressly authorized by this permit. Each listed individual should carry a copy of this permit during collection activities, and a letter of permission from the permittee if working independently.

b. This permit is subject to any applicable federal permit requirements. Where a federal permit is required, the permit holder is cautioned to carry a copy of the federal as well as the state permit during collecting activity.

18. PERMIT HOLDER'S ADDRESS FOR RECORDKEEPING PURPOSES:

Richard Stryker  
Corpus Christi Museum  
1900 North Chaparral Street  
Corpus Christi, TX 78401

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ATTACHMENT I

§69.305. Facility Standards.

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

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

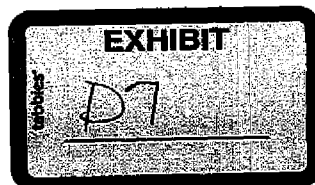
- (1) pronghorn antelope - 2,500 square feet x 8 feet in height;
- (2) deer - 1,800 square feet x 8 feet in height;
- (3) desert bighorn sheep - 500 square feet x 8 feet in height;
- (4) black bear - 400 square feet x 12 feet in height;
- (5) jaguar - 200 square feet x 8 feet in height;
- (6) fox - 180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

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

- (1) less than two feet in length: three square feet; and
- (2) greater than two feet in length: three square feet per foot of body length.
- (3) there shall be access to pooled water sufficient to provide full immersion and dry land sufficient to permit complete exit from the water.

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

- (1) raptors (excluding eagles): 10' x 10' x 12';



- (2) eagles: 20' x 40' x 12'; and
  - (3) all other birds: 6' x 6' x 12'.
- (e) All enclosures for bear, mountain lion, and jaguar must be constructed of nine-gauge chain-link and their frames securely braced and well anchored. Enclosures for other mammals and birds must be made of chain-link or welded wire of a mesh size that prevents escape, and enclosures housing birds must be lined with nylon or plastic netting. Enclosures for felines must be covered by nine-gauge chain-link.
- (f) A facility shall ensure that:
- (1) each enclosure is supplied with clean water at all times, except as medical circumstance dictates otherwise;
  - (2) authorized personnel observe and provide care for birds and animals daily, except as specifically authorized by permit; and
  - (3) all medical treatment of animals is performed in consultation with a licensed veterinarian.
- (g) The department at its discretion may inspect any facility at reasonable times to assess compliance with the provisions of this subchapter.



# Corpus Christi Museum of Science and History

1900 North Chaparral  
Corpus Christi, TX 78401

## Collection Management Policy

### PURPOSE OF THE MUSEUM

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

### Strategic Objectives

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

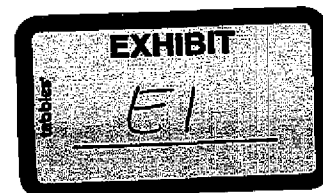
A. Corpus Christi Museum of Science and History will build programs around three basic themes: Humans, the Environment, and Science.

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

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

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

(Adopted by the Museum Advisory Committee - September 2005)





## **PURPOSE OF THE COLLECTION**

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

### **Responsibility for the Collection**

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

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

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

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

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

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

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

The Librarian is responsible for supervising all aspects of collection care for the library, archival, and photographic collections. He/She is also responsible for managing the acquisition and accession



processes and managing the standardization of the library collection catalogue. The Librarian is responsible for supervising the ongoing collection inventory and making conservation recommendations.

## ACQUISITIONS

### Scope of the Museum Collection

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

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

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

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

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

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

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

### Responsibility for Acquisitions

This change has driven a reprioritizing of staff resources. In 2005 there were five individuals whose primary functions were collections based while two people were focused on programming. That changed in 2006 with only two staff positions with collection based primary functions and five staff



positions which are focused on programming. Clearly we are no longer interested in building a collection. Rather we are focusing our collection on current needs.

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

### **Considerations for Accessioning Decisions**

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

## **COLLECTION DESCRIPTION**

### **A. Scientific Specimens**

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

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



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

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

#### **B. Cultural Artifacts**

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

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

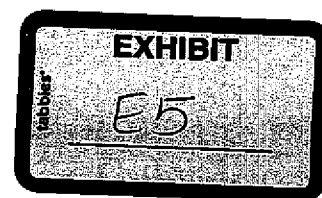
Artifacts must have been collected and/or imported with full knowledge and permission of the country or state of origin, and in compliance with U.S. and Texas laws. Cultural properties from outside the United States offered as a donation must be accompanied by a signed and notarized statement from the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

#### **C. Special Collections**

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

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

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



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

No copy for third parties will be made unless permission is obtained in writing from the person interviewed. The person interviewed may request a copy of their own tape. The price of this copy will be the price of the tape. After the death of the person interviewed, the tapes will be considered released as to privacy. If the family of a person who passed on requests a tape and none has been made before, one copy will be made for the price of the tape.

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

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

#### **D. Library Collection**

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

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

#### **E. Archives Collection**

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

### **DESTRUCTIVE ANALYSIS**

Destructive analysis is defined as an activity that alters the appearance or condition of an object.



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

Destructive analysis may be warranted if the following conditions prevail:

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

An object may be considered for destructive analysis if:

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

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

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

## DEACCESSIONS AND DISPOSAL

### I. Introduction

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

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

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

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



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

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

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

## **II. Authority and Responsibility**

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

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

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

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

## **III. Guidelines for Deaccessions**

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

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

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

1. To remove an object that that no longer falls within the Museum's mission, purpose, or scope of collections;
2. To remove an object that is sufficiently represented by duplicates in the collection or has



- been replaced by a superior example;
3. To remove an object that is inferior, determined to be unauthentic, or has critically inadequate or absent provenance documentation;
  4. To remove an object which has suffered damage or deterioration beyond the point at which reasonable and affordable measures could be taken to preserve it;
  5. To remove an object that is unlikely to be used in exhibits, programs, or research in the foreseeable future;
  6. To remove an object that is potentially hazardous to objects in the collection or human health and safety;
  7. To transfer to another museum, or educational institution, an object that is deemed to be significantly more useful and relevant to the collection of the other institution than that of the Museum;
  8. To carry out a mutually beneficial exchange of objects with other museums or educational or scientific institutions;
  9. To formally document the removal of an object that has been lost or stolen;
  10. To comply with any legal statutes or court rulings;
  11. To accomplish any other purpose deemed by the Museum Advisory Committee to be appropriate within the spirit of this policy, the Museum's mission, and applicable law.

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

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

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

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

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





of this policy for information.

#### **IV. Disposal of Deaccessioned Objects**

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

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

Applicable ethical standards will be considered in disposal decisions including those established by the American Association of Museums and the Society for American Archeology. In disposing of objects by exchange or donation, the Museum becomes associated with the receiving institution. The practices of the receiving institution will be considered to prevent the Museum from becoming associated with unethical practices.

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

##### **A. Disposal by Sale**

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

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

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

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

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

##### **B. Disposal by Exchange or Donation**

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



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

**C. Disposal by Transfer**

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

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

**V. Guidelines for Donor Notification**

One of the crucial components in the deaccession process is the Tax Reform Act of 1984. Under its provisions, if the museum disposes (by sale, exchange, or any other method) of a donation within two years of a donation, the museum is obligated to notify the donor and the IRS by filing form 8284. This provision applies if the donor has claimed a charitable deduction under Section 170 of the IRS code of more than \$5,000 for either a single item or an aggregate of items donated to one or more institutions. The Act requires that if the value is more than \$5,000, the donor must supply an appraisal summary to the museum. The museum is subject to a \$50 fine if the preceding is not adhered to.

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

**VI. Required Documentation**

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

**LOANS**

Whether objects are being brought into the Museum (borrowed) or sent out of the Museum (loaned), they are loans and subject to the laws pertaining to bailment. The Collections Committee must approve all conditions and terms associated with loans. The Corpus Christi Museum of Science and History Collections Committee is composed of the Museum Director, the Collections Manager, and



Librarian and other individuals as appointed by the Director. The Executive Director of the Texas Historical Commission or his designee is included as a member of the Corpus Christi Museum of Science and History Collections Committee in all matters pertaining to the use of the *La Belle* Collection.

### **Incoming Loans**

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

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

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

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

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

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

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

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

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

- 1) Objects may never be appraised by Museum staff members.
- 2) The Collections Manager supplies a receipt of delivery which outlines the terms of this special type of loan.
- 3) The Museum and its employees are held blameless in the event of loss, damage or deterioration of the item(s).
- 4) Any item(s) not claimed within 30 calendar days becomes the property of the Museum.
- 5) In cases where the owner is unknown, public notice must be given before the item is accessioned. Only the Advisory Committee, with the advice of legal counsel, may approve the accession of such unclaimed loans.
- 6) Proper notice will be given to owners in cases where the owner is known. This will notify



them that the Museum will claim the item unless it is removed from the Museum premises.  
7) Until the item is retrieved, it will be stored and maintained at the owner's expense.

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

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

### **Outgoing Loans**

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

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

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

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

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

A request for any variation in the above conditions must be made in writing by the institution for review



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

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

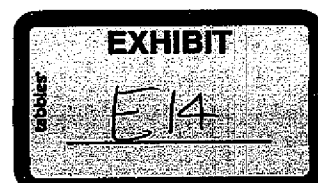
D) Fine arts insurance for all objects sent out on loan is required. Insurance coverage shall be provided by the borrowing institution, unless the institution provides an acceptable bond. Current and reasonable insurance valuations are the responsibility of the Museum. With regard to the *La Belle* collection,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

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

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

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

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



must comply with the physical description.

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

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

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

#### **Loan Contract Conditions**

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

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

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

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

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

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

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



8) The Borrower agrees to provide insurance, or provide a bond, acceptable to the Museum. Insurance is fine arts, all risk, and "wall-to-wall". A Certificate of Insurance or acceptable bond must be received by the Museum before the loan is placed in transit. The Museum (or, in the case of *La Belle* artifacts, the Texas Historical Commission) shall be named as an insured party and the insurer must be required to notify the Museum prior to cancellation or reduction of the amount of the policy.

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

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

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

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

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

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

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

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

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

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

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



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

21) The object(s) loaned to the Corpus Christi Museum of Science and History must be promptly reclaimed. Under State Law a lender is considered to have donated loaned property to a museum if the lender fails to file an action to recover the property on loan to the museum within two years.

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

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

#### **MUSEUM ETHICS POLICY**

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

#### **Governance**

**City of Corpus Christi:** The chief executive officer of the City under the voter approved City Charter and the City Council adopted Ordinance Code is the City Manager. The City Ordinance Code is the





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

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

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

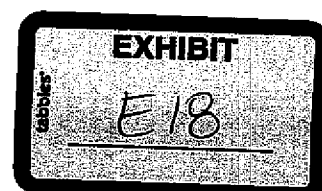
*The advisory board shall serve as an advisor to the museum department and to the city council in matters of support and development of the museum. The board may adopt comprehensive policies relating to the:*

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

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

The Friends of the Museum, although not a City entity, provides significant funding to support the mission of the Museum. Because of this role, review and revision of the Museum's mission is done jointly by the Museum Advisory Committee and the Friends Board of Directors. Subsequently, the Museum Advisory Committee adopts the mission statement which is then subject to review and approval by the City Manager.

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



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

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

### Collection

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

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

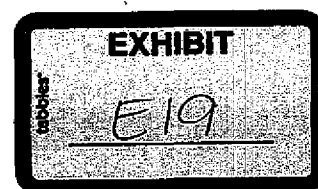
Strategic Objective B. The Museum will collect and preserve unique specimens, artifacts, and ephemera which illuminate our three basic themes and support innovative programming.

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

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

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

- supports the Museum mission;
- objects receive the highest standards of care;
- is properly managed, documented, and accounted for;
- objects and associated information are publicly accessible within appropriate limitations;
- acquisition, disposal and loan activities conform to the Museum's mission and public trust



- responsibilities;
- disposal through sale, trade, or research activities is solely for the advancement of the Museum's mission;
- sale proceeds from nonliving collections are to be used consistent with the established standards of the Museum's disciplines, but in no event shall they be used for anything other than acquisition of collections;
- related activities are used to promote the public good rather than individual financial gain.

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

### **Programs**

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

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

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

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

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

### **CLEAR TITLE**

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

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



showing title. It must make sure that the object is truly as it is presented and that the documents are sufficient to insure title to the object.

A. Determining the Owner

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

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

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

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

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

B. Stolen Objects

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

C. Smuggled or Illegally Acquired Objects

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

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



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

D. Restrictions

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

E. Copyright

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

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

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

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

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



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### Appendixes:

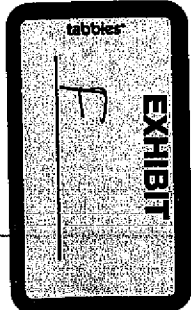
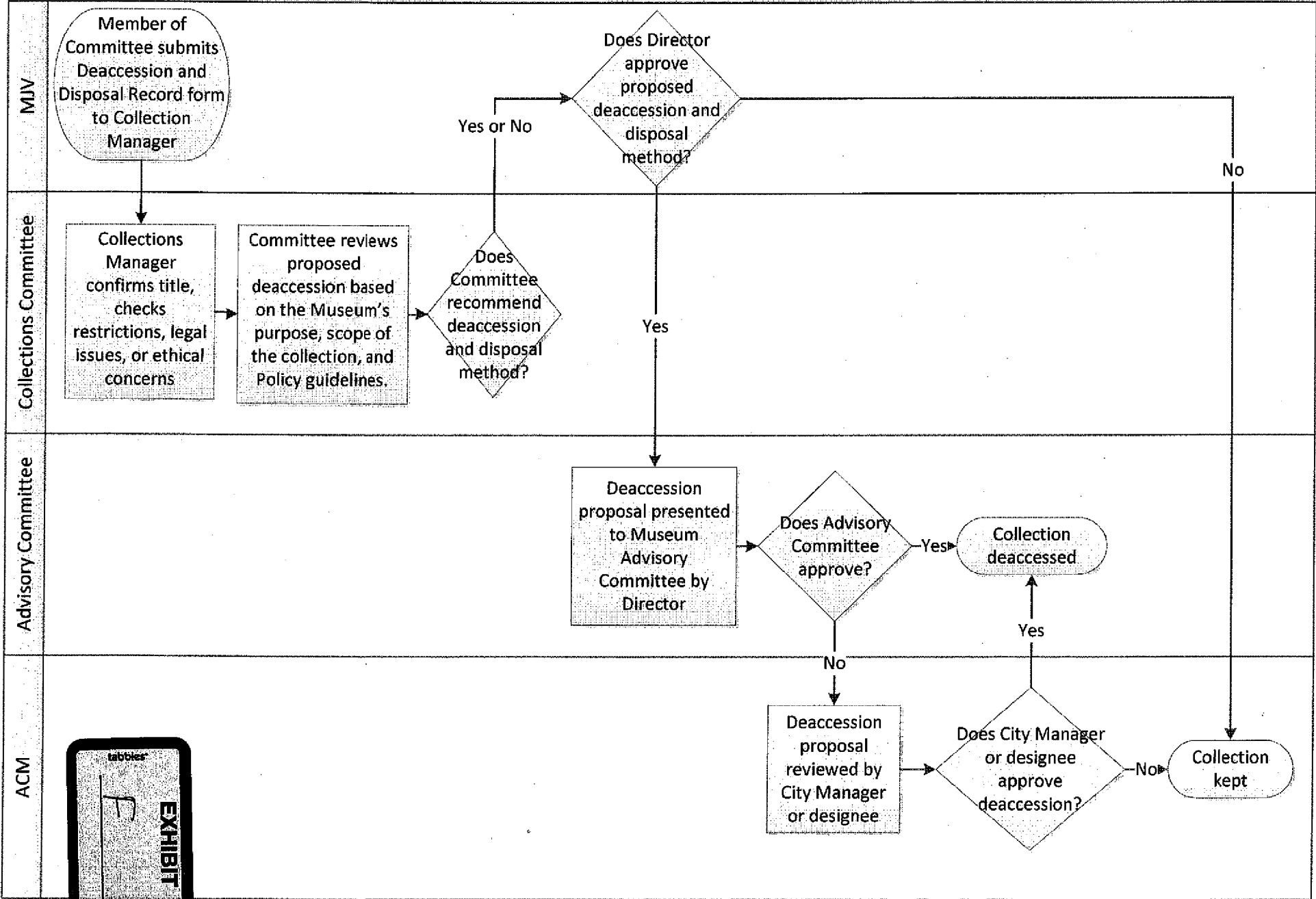
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### Attachments:

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

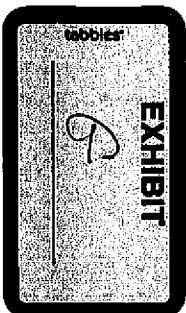
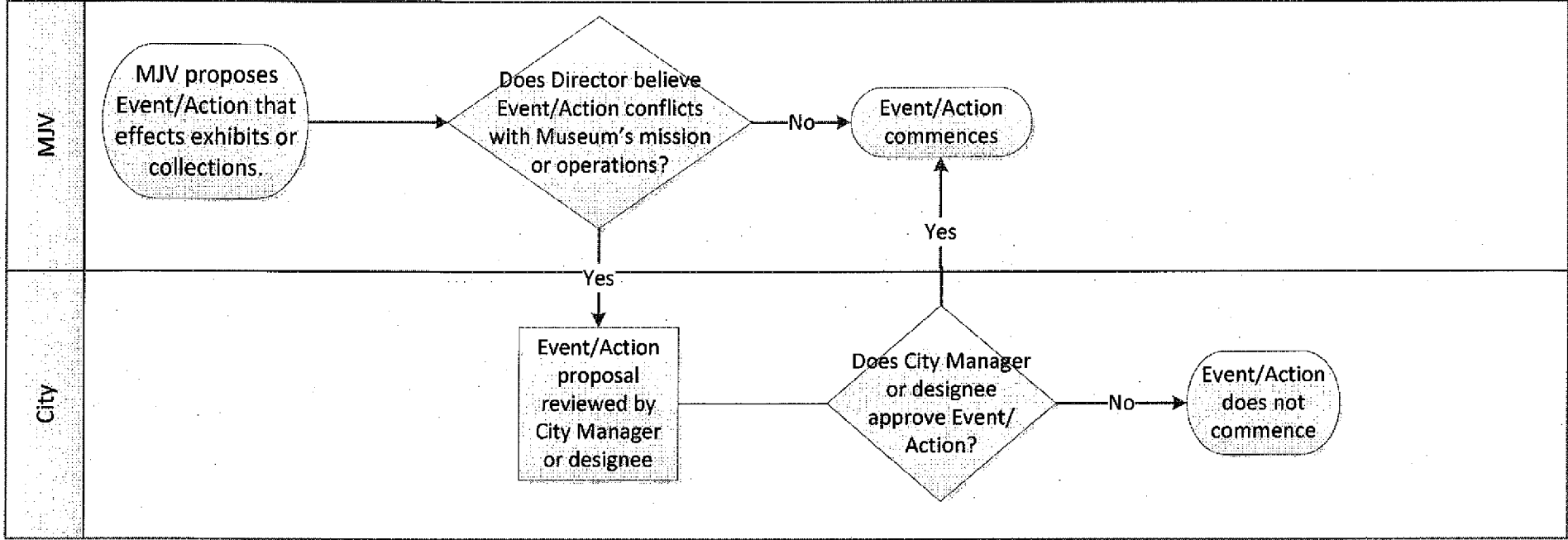


# Museum Collection Deaccession Process





# Technical Appeal Process



City of Corpus Christi

August 16, 2010

**To:** Ángel R. Escobar  
City Manager

**From:** Rick Stryker *[Signature]*  
Museum of Science and History

**Subject:** Proposed Changes to Policies

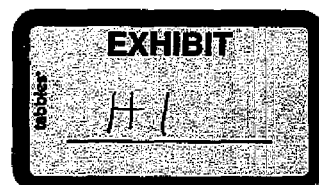
On May 6, 2010 the Museum Advisory Committee adopted changes to Museum policies that require City Manager approval.

- 1) Reduce the number of free admission days from 14 to 10. The new policy will eliminate the free days in September, October, April and May. This would increase admission revenue for the Museum (1020-308471) by \$1,356.75 and the Ships (1020-308550) by \$1,014.75.
- 2) Increase the charge for birthday party attendees over the 20 person limit from \$5 to \$7. In 2009 1,336 people attended 78 birthday parties in the Museum. It is not really possible to estimate the amount of money earned from this policy change because the data is not available. The primary purpose of this policy change is to limit the number of participants in a birthday party event to the capacity of the room. The revenue earned from this policy change would not be significant.
- 3) Impose a \$7/person charge for rental event participants over the 50 person limit. In 2009 there were 16 social events during normal business hours to which this fee would have applied. It is not really possible to estimate the amount of money earned from this policy change because the data is not available. The primary purpose of this policy change is to limit the number of participants in an to the capacity of the room. The revenue earned from this policy change would not be significant.

With your approval, these policy changes will go into effect.

Approved: Margie C. Rose  
Margie C. Rose

Ángel R. Escobar 8/19/10  
Ángel R. Escobar



AUG 24 2010

# Corpus Christi Museum of Science and History

## Admission Fee Policy

Advisory Committee Adoption: 1/07/2010

Approval:   
Angel R. Escobar  
City Manager

Date: 2/24/10

### Fee Schedule:

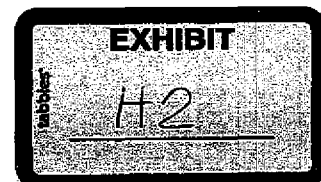
Adults (ages 18 and over)	\$12.50
Senior Citizens (age 65 and older)	\$10.00
Military (with ID)	\$ 9.00
Students (with ID, age 13 and older)	\$ 9.00
Children (ages 5 - 12)	\$ 6.00

### Free Admission:

- Children through age 4
- Students on group school tours (a \$3.00 per student fee is still charged for students wishing to visit the ships)
- Children under age 13 on Saturdays, 10 a.m. to Noon (a \$3.00 per child fee is still charged for children wishing to visit the ships)
- All visitors will be admitted to the Museum exhibits free on the first Thursday of each month from September through May and on the first Sundays in November, December, January, February, and March. (a \$3.00 per person fee is still charged for those wishing to visit the ships)
- Members of the Friends of the Corpus Christi Museum of Science and History
- Museum Auxiliary volunteers

Unaccompanied Children are not admitted

Visitors under age 18 must be accompanied by an adult. At least one adult chaperone is required for every 10 children.




# Corpus Christi Museum of Science and History

## Birthday Party Policy

Advisory Committee Adoption: January 7, 2010

Approval:

  
Angel R. Escobar  
City Manager

Date: 2/24/10

### Fee Schedule:

\$90 Members  
\$150 Non-Members

Rental fee includes use of Junior League Lecture Hall for two hour period. Parties are scheduled Tuesday through Saturday at 10:00 A.M. to 12:00 noon or 1:00 to 3:00 P.M. Sunday parties are scheduled only from 1:00 to 3:00 P.M. Host is allowed 30 minutes prior and 30 minutes after for setup and take down.

Up to 20 guests are included (any combination of adults and/or children) with a \$5.00 fee per person over 20. That fee, if applicable, is collected at the end of the party. Cash, check, Visa or Mastercard is accepted for payment.

- Reservations are only made with full payment.
- Cancellation with a full refund takes 4 to 6 weeks.

Scavenger Hunt is available for an additional charge of \$15.00

Themed gift shop bags are available at \$3.00 each.

#### Museum provides:

- Tables and chairs and cleans the room and takes out trash after the party.
- Special recognition of birthday child with a foil crown and announcement over PA system.
- Guests are encouraged to participate in any Museum activities such as Saturday Craft Program or Treasure Hunt on Saturdays. (The Museum does not provide staff host or facilitator.)

#### Host provides:

- Host is responsible for decorations and refreshments. Food may be brought from home, from a deli, or pizza from an outside source. We have the phone number of a Pizza Hut that delivers to the Museum. (No helium balloons are allowed.)
- Host may use mesquite trees behind the Museum for a piñata. Host is to provide the piñata, rope and stick.

EXHIBIT

H3

# Corpus Christi Museum of Science and History

## Education Program Fee Schedule

Adopted by the Museum Advisory Committee: September 6, 2007

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

### Program Fees

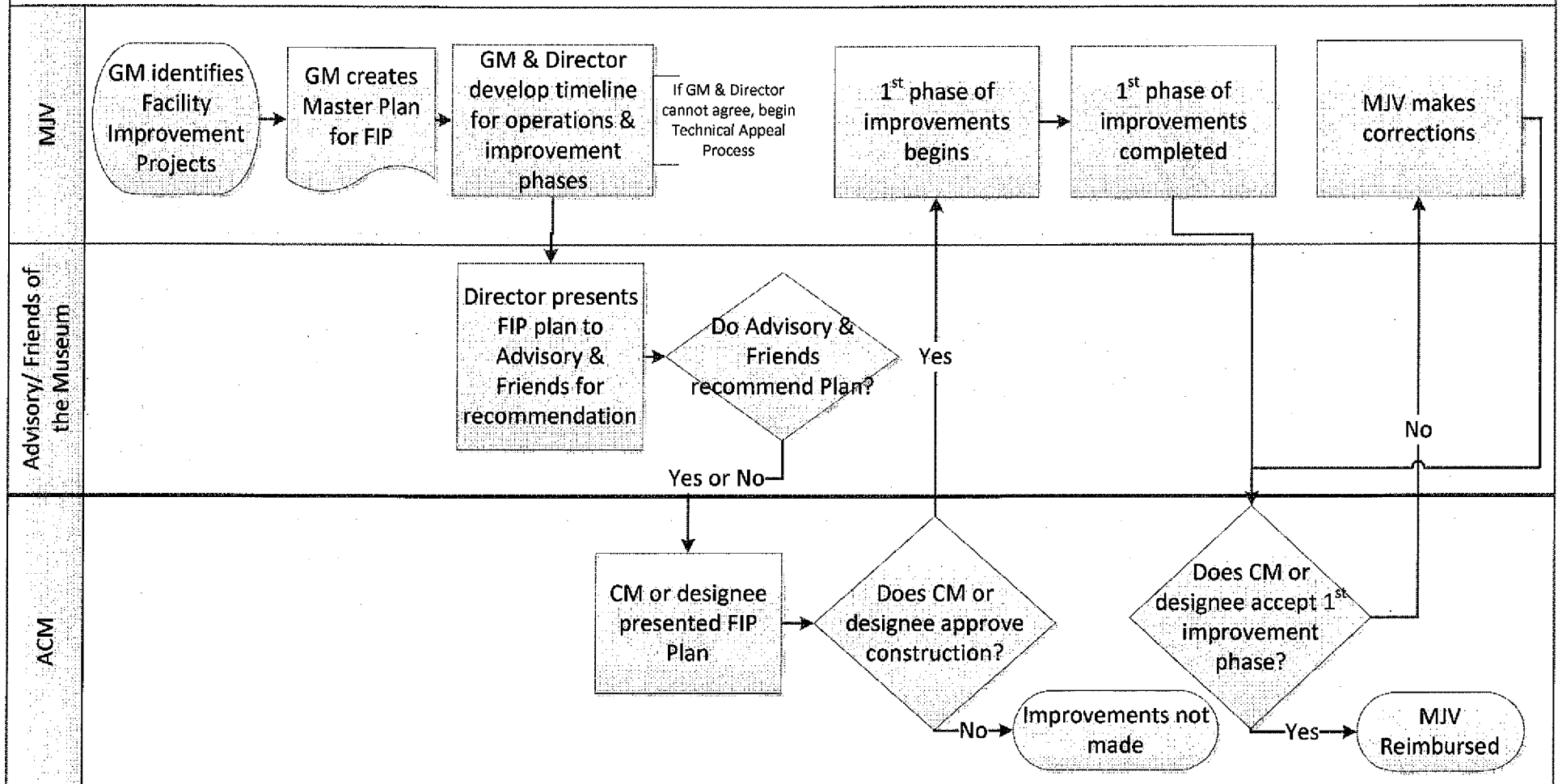
Fact Hunt	\$15 per group of 25 (Includes one pencil per child)
Focus Program	\$25 for group of 25 (for schools and scouts)
Scavenger Hunt	\$15 for birthday party held Sunday through Friday (Includes small prize and pencil)

### Loan Kit

Traveling Trunk	\$40 for 5 days (for schools only) Reservations via telephone.
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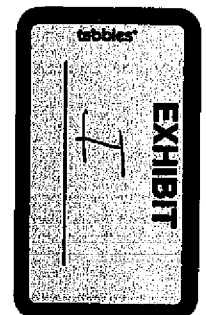


# Facility Improvement Process



## Questions to consider:

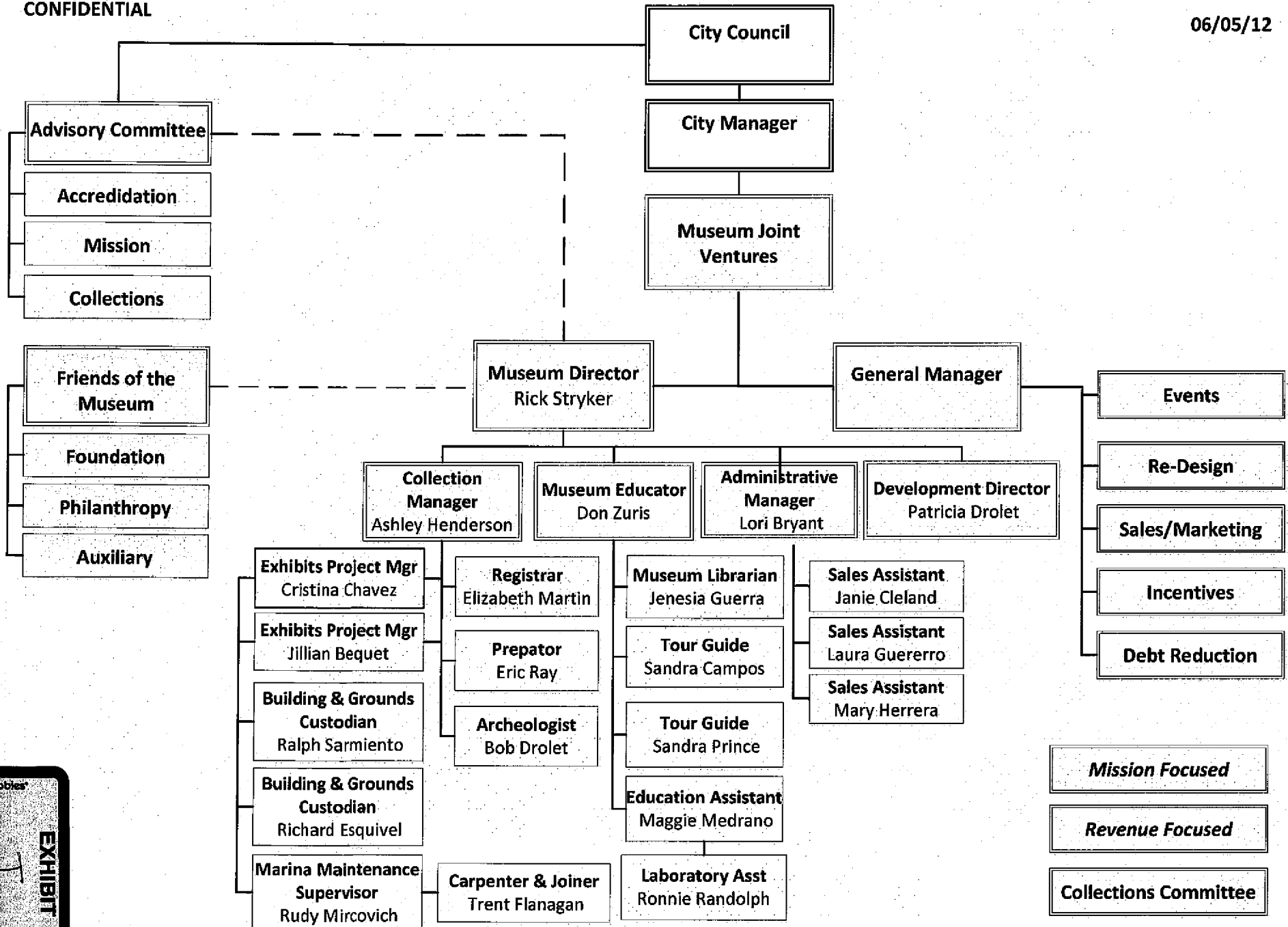
- What constitutes Plan for FIP? Does it need to include architectural plans?
- Will a draft complete plan be required?
- How will exhibits be effected? What will construction do to operations?
- At what point during construction are reimbursements approved? Who confirms construction is satisfactory?
- How often will MJV be reimbursed for investments?



# Corpus Christi Science & History Museum – Governance & Organizational Structure

CONFIDENTIAL

06/05/12



City of Corpus Christi Purchased Insurance as of January 10, 2011

CONFIDENTIAL

Coverage	Insurance Carrier / Expiration Date	Coverage limits	Deductible	Types of Claims	Premium Cost
Airport Liability - Primary layer	Texas Municipal League (TML) 11-4-2012	\$25 Million per occurrence	\$5,000 per occ/ \$10,000 aggregate	Liability claims occurring at the Airport	\$ 29,193.00
Airport Liability - Excess Layer	ACE - Illinois Union Ins. Co./ 11-4-2012	\$50 Million per occurrence	\$25 Million primary limit	Airport liability claims in excess of primary limit	\$ 36,185.56
General Liability for CCPD Substation Flint Hills agreement	Texas Municipal League (TML) 11-4-2012	\$1,000,000 per occ. /\$2,000,000 annual aggregate	\$- 0 -	Bodily injury or property damage claims	\$ 859.00
TB Clinic Van - Liability & Physical Damage	Texas Municipal League (TML) 11-4-2012	Liability \$1,000,000 per occ/ \$25,000 Med Pay / Physical Damage - ACV	0--Liability/ \$250-Physical Dmg. per occ.	Auto liability & physical damage claims involving TB Clinic Van	\$ 662.00
Auto Physical Damage -CCPD Special Services Leased Vehicles / SWS transfer trailers/ scheduled Higher Valued units	Texas Municipal League (TML) 11-4-2012	Physical Damage- ACV	Private pass. vehs. \$250. per occ./ Transfer Trailers - \$500 per occ. / Higher Valued units - \$2,500 per occ.	Comprehensive and or collision damage to the leased units; scheduled SWS transfer trailers/ scheduled higher value units	\$ 113,993.00
Fleet Catastrophic- Physical Dmg.	Texas Municipal League (TML) 11-4-2012	\$15,000,000 per occurrence	\$250,000 per occ.	Catastrophic damage to fleet vehicles in excess of deductible such as hail, hurricane, fire, explosion, etc.	\$ 12,000.00
Mobile Equipment	Texas Municipal League (TML) 11-4-2012	\$2,737,270 per occurrence	\$2,500 per occurrence	Comprehensive and or collision damage to the scheduled mobile equipment	\$ 10,297.00
Animal Mortality	Texas Municipal League (TML) 11-4-2012	\$12,500 per canine		0 Canine coverage for LaRoy and Kimbo- CCPD	\$1,139.00
Excess Gas Utility Liability- General Liability & Auto Liability	Texas Municipal League (TML) 11-4-2012	\$10 Million per occurrence/ annual aggregate	\$250,000 per occ.	Auto and general liability claims in excess of deductible	\$ 36,643.83
Employee Dishonesty/ Crime Coverage	Texas Municipal League (TML) 11-4-2012	\$1Mil per occ for employee theft, faithful performance, forgery or alteration, theft of money & securities inside premises; robbery or safe burglary inside premises; outside premises; computer fraud; funds transfer fraud; money orders counterfeit paper currency/ \$25,000 Credit Card Coverage	\$10,000 ded. Per occ / \$250 ded.- credit card cov.	Employee theft, faithful performance, forgery or alteration, theft of money & securities inside premises; robbery or safe burglary inside premises; outside premises; computer fraud; funds transfer fraud; money orders counterfeit paper currency	\$ 9,134.00



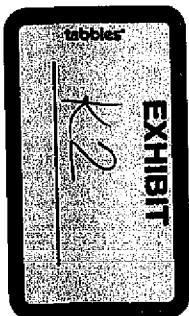


City of Corpus Christi Purchased Insurance as of January 10, 2011

CONFIDENTIAL

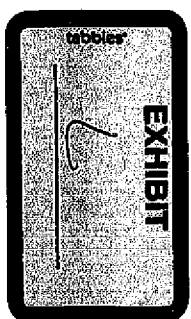
Coverage	Insurance Carrier / Expiration Date	Coverage limits	Deductible	Types of Claims	Premium Cost
Excess General Liability, Automobile Liability, Public Officials, Employment & Law Enforcement Liability / Excess Workers Compensation	Star Insurance Co. 3-1-2013	\$5 Mil each acc. per occ / \$10 Mil Aggregate / Workers Compensation Statutory	\$500,000 SIR for Liability other than WC / \$350,000 SIR for WC	Monetary threshold of reserve that exceeds 50% of SIR or severe injury claims such as fatality, spinal cord, brain injury, 2nd or 3rd degree burns > 50% of body, amputation, vision impairment > 50%, nerve damage causing paralysis or loss of sensation in a limb, internal injuries, significant shattering or non-union of limb, WC claims involving total disability	\$ 360,000.00
Primary Flood - specific locations	Selective Insurance Co. Majority on 11-4-2011	varies per location	\$2000 per building/ \$2000 per contents	flood / rising water/ storm - tidal surge damage to specified buildings	various amounts
Commercial Property / Wind Coverage -/ Excess Flood	Multiple carrier/ layers 5-4-2013	Property - \$250 Million Blanket limit / Wind - \$100 Million Blanket Limit / \$20 Million Flood limit / EDP \$10 Million, Fine Arts \$1Million/ unscheduled locations \$1Million 10% margin clause on locations excess of \$3Million	\$2Million Named Storm w/ \$250K minimum/ \$1Million max, \$250K all other wind / \$100,000 Excess Flood except flood zone A excess of maximum NFIP / \$50,000 per occurrence - All other perils/ \$10,000 EDP deductible	Fire, lightning, smoke, damage caused by vehicles or aircraft, riot or civil commotion, theft, vandalism, explosion, wind, excess flood	\$ 2,717,910.52
Boiler & Machinery	Travelers Ins. 5-4-2013	\$100 Million Property Damage Limit	\$2,500 property damage deductible per occ.	Mechanical equipment breakdown or failure of systems such as electrical, HVAC etc.	\$ 19,113.00

Insurance Broker	Contract Expiration Date:
Texas Municipal League	11/4/2014
McGriff, Seibels & Williams	5/4/2015



Insured CC Museum of Science and History property

Property Statement of Values											County:		Nueces		
Item	City of Corpus Christi			Protection Class:	4	100% Values					Flood (NFIP)		Area	Year	
#	Address	Zip	Dept.	Occupancy	Const.	Roof	Stories	Total Insured Value	Buildings	Contents	Flood Zone	Building	Contents	(Sq/Ft)	Built
1	1900 N Chaparral	78401	Museum	Museum	Masonry	Steel/Cover	1.5	\$22,750,000	\$12,750,000	\$10,000,000	B	\$500,000	\$500,000	85,000	1965
2	1900 N Chaparral	78401	Museum	Museum Mechanical Bldg	Masonry	Steel/Cover	1.5	\$347,400	\$97,400	\$250,000	B	\$95,000	\$210,000	1,200	1967



# Facility Rental Policy - Corpus Christi Museum of Science and History

Advisory Committee Adoption: January 7, 2010

City Manager Approval: Angel R. Escobar Date: 2/24/10  
 Angel R. Escobar

Museum/Plaza Facility rental is possible during non-public hours, for purposes that are consistent with the Museum's purpose and policies. Museum Room rental is available during public hours and evening hours. Prices are applicable to a maximum of 4 hours of event time. The Museum may not be used as a forum for promotion, commercial sales, religious services, fund raising activities, or political gatherings. The Museum reserves the right to refuse rental of the facility for any event inconsistent with the Museum's purpose and policies.

## Rates - Museum

Area	Seated Capacity	Rental Fee	W/Cultural Gallery	Addit. Hourly	Per Person
Entire Museum	(400)	\$ 2,200	\$ 2,700	\$300	\$2.00
North wing	(150)	1,000	1,500	\$300	\$2.00
South wing	(100)	700		\$300	\$2.00
Center wing	( 80)	500		\$300	\$2.00
Cultural Gallery for Wedding			500	\$300	

Capacity of the Museum is 2,500 people. Seating capacity varies with type of tables used and set-up area. Cost to remove exhibits from Children's Wharf \$200 and from Cultural Gallery \$280.

## Rates - Santa Maria Plaza

Area	Rental Fee	W/Cultural Gallery	Addit. Hourly	Per Person
North wing and Ships Plaza (Capacity: seated 500/outside, 150/inside)	\$ 1,500	\$ 2,000	\$300	\$2.00
Ships Plaza	\$ 500		\$300	\$2.00
Ship Tours (per hour)	100			

Ship tours are available as part of Museum rental.

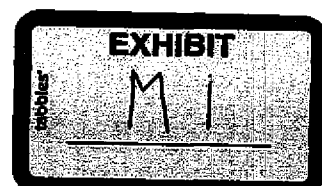
## Additional Rental Information

Prices are applicable to a maximum of 4 hours of event time. Rentals over 4 hours will be charged \$300 per additional hour and \$500 for each hour after midnight. Wedding rehearsal 1 hour, wedding day 2 hours. Set-up may begin 1 hour before Museum/Plaza closes at 5 p.m. All equipment and supplies brought in for an event must be removed by 8 a.m. the following morning.

Museum will provide: 10 - 8 ft. tables and 100 chairs (Inside use only)  
 Plaza rental will include: 14 tables and 32 benches.

Renter will provide: Additional electronic equipment (laser microphone, overhead projector, slide projector, and TV/VCR) and any additional tables and chairs. A 10% catering fee is charged to food and beverage service providers.

Additional security at renter's expense might be required from an approved contract security provider depending upon the size of the event and whether alcohol is served.



# Corpus Christi Museum of Science and History

1900 N. Chaparral, Corpus Christi, TX 78401  
(361) 826-4664, Fax (361) 884-7392, e-mail [bonniel@cctexas.com](mailto:bonniel@cctexas.com)

## Room Rental Policy

Museum Facility rental is possible during non-public hours, for purposes that are consistent with Museum's purpose and policies. Museum Room rental is available during public hours and evening hours. The Museum may not be used as a forum for promotion, commercial sales, religious services, fund raising activities, or political gatherings. The Museum reserves the right to refuse rental of the facility for any event inconsistent with the Museum's purpose and policies.

### Room Rental

<u>Area</u>	<u>Seating Capacity</u>	<u>Rate</u>	<u>Hrs. Available</u>	<u>Meetings after 5 p.m.</u>
Watergarden Room	50-175	\$150	8am-5pm	\$275
Lecture Hall	50-75	125	8am-5pm	250
Conference Room	16-25	75	8am-5pm	175
Dome Room	70	200	3 hours	500

Rooms may be used for meetings, and luncheons. For evening functions dinner or receptions ask to see the Facility Rental Policy.

**The Museum will provide:** Tables and chairs for room set-up, screen and projector, connectors for computer presentations, podium and microphone.


Museum Gift Shop will provide coffee and soft drinks for an additional fee.



**Corpus Christi Museum of Science and History**

**Piano Recital Policy and Fee Schedule**

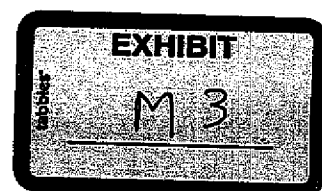
Advisory Committee Adoption: December 4, 2003

Approval:  Date: 1/31/04  
City Manager

**Fee Schedule:**

\$100 for 2 hour use of the Front Porch area, Tuesday evenings, September – May  
\$40 food and beverage set-up and custodial services

The piano is tuned annually at Museum expense.  
Programs are provided by the Recital sponsor.



**"Doc" McGregor Photograph Collection Policy**

Advisory Committee Adoption: January 7, 2010

Approval: Angel R. Escobar Date: 2/24/10  
 Angel R. Escobar

**Fiber Base & Archival Mat**

5 x 7.....25.00  
 8 x 10.....55.00  
 11 x 14.....65.00  
 16 x 20.....80.00  
 20 x 24.....110.00

**Resin Coated Paper (Matte or Glossy Finish)**

5 x 7.....15.00  
 8 x 10.....20.00  
 11 x 14.....30.00  
 16 x 20.....50.00  
 20 x 24.....75.00  
 24 x 36.....200.00

**Sepia Tone Prints**

Flat rate per image: \$10

**Digital Images**

100 dpi.....\$10  
 300 dpi.....\$25

Website use: Non-Profit \$50 in addition to cost of picture printing  
 Commercial \$100 in addition to cost of picture printing

**Copies**

Archival Materials: \$0.10 each  
 McGregor Scanned Copy: \$1.00 each

**Publication Use**

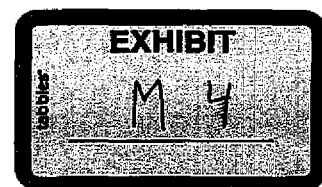
Text use of Image in addition to cost of picture printing: Non-Profit \$30  
 Commercial \$50

Cover use of Image in addition to cost of picture printing: Non-Profit \$50  
 Commercial \$100

Re-use Fee for the use of same image: 1/2 of the original usage fee

**Fee Policies:**

- \*Fees must be paid in advance
- \*No refunds or exchanges
- \*All sales are final



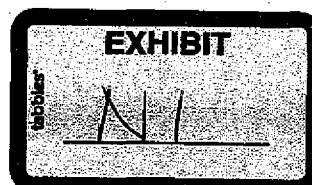
# 3. Energy Cost Savings Guarantee

## 3.1 Guarantee Overview

- a. **Philosophy:** McKinstry is prepared to guarantee any portion of a project over which it has direct control.
- b. **This Project:** For this project, McKinstry is prepared to guarantee the performance of the installed initiatives to reduce energy consumption. The target energy reductions for the initiatives that will be implemented can be found in Table 3.1 of this section. Based upon the stipulated conditions as enumerated by the City of Corpus Christi, TX personnel and the utility rates as described below, the associated utility cost savings are also shown in Table 3.1.
- c. **On-going Services:** On-going Performance Assurance is optional for the city of Corpus Christi, TX. The cost of On-going Performance Assurance in years after the first year is at the discretion of the city of Corpus Christi, TX. McKinstry is prepared to continue the guarantee as long as the city of Corpus Christi, TX continues the on-going services as described herein. When the city of Corpus Christi, TX chooses to cancel the ongoing services, the guarantee will also be terminated at the same point in time.

## 3.2 FIM Specific Performance Assurance Methodology

- a. **Guarantees:** Table 3.1 - "Energy Savings Guarantee Summary" provides the specific energy consumption savings for each facility improvement measure and the guarantee that McKinstry will provide associated with that measure. Savings calculations are based upon both baseline operating characteristics and proposed operation criteria:
  - i. **Baseline:** "Baseline" refers to the existing operating characteristics that were used to calculate energy cost savings. The baseline operating characteristics, including system performance and operational expenditures, which were used for this project are provided in Table 3.1. In general, all parties acknowledge the baseline associated with any specific measure has been derived from the following sources:
    - 1) Actual operating information gathered through field observation, measurement, micro-data loggers, and owner's operating log books.
    - 2) Owner provided information concerning stipulated factors such as run times, burn hours, occupancy, or operational expenditures.
    - 3) In some instances, a modified baseline may have been developed to address areas whereby pre-retrofit conditions do not reflect a system that is operating per current code or what the City of Corpus Christi, TX may deem as normal operation.
  - ii. **Proposed:** The proposed operating criteria, including system performance and operational expenditures, which were used for savings calculations are provided in Table 3.1. Systems must be operated per the proposed criteria to ensure energy cost savings are realized. McKinstry will provide the initial start-up, commissioning, and programming of the system to ensure that the systems operate per the proposed operating criteria. The City of Corpus Christi, TX acknowledges its responsibility to ensure that these criteria are maintained and associated energy savings are realized. Energy Savings Guarantees are predicated on the City of Corpus Christi, TX maintaining its responsibilities as provided below in "On-Going Owner Responsibilities."
- b. **Performance Assurance (PA):** Table 3.2 - "Performance Assurance Plan Outline" provides the specific on-going reporting tasks that McKinstry will perform to verify that the systems are performing as specified. The intent of the verification is to measure and verify leading indicators on which the energy savings are based. Once these leading indicators are measured and are verified to be in accordance with the proposed criteria, the savings due to the performance of the equipment or measure shall be deemed as met. McKinstry has proposed measurement of these indicators. The site specific Performance Assurance Program encompasses the following elements:
  - i. **Initial Commissioning Report:** McKinstry will provide an Initial Commissioning Report during the one-



# 3. Energy Cost Savings Guarantee cont.

month period starting three months after the Notice of Commencement of Energy Savings. The scope of this report consists of the tasks outlined under the "Post-Retrofit" stage of Table 3.2.

- ii. **First Year On-going Reporting:** For this project, McKinstry proposes reporting of the first year PA tasks as provided in Table 3.2 on a one-time basis. The scope of this report consists of the tasks outlined under the "Annual Task" stage of Table 3.2. The first report shall be provided no later than one year after last date of Notice of Commencement of Energy Savings. However, if additional phases of work are involved, a single PA Report may be provided at regular interval(s) that reports across all relevant phases of work.
- iii. **Post Year 1 On-going Reporting:** This proposal includes a 10-Year Guarantee. This guarantee is only valid if the City purchases on-going Performance Assurance services for years 2 through 10. Cost of those services is \$30,000 for year 2, escalated at 2.5% per year for each year thereafter.

## 3.3 Whole Facility (Option C) – M&V Plan

Details of the FIMs to be installed and their proposed method of savings verification, specifically those FIMs proposed for the Airport, are detailed in Table 3.2. This section covers FIMs proposed to be verified using Option C.

McKinstry proposes to install and implement extensive efficiency measures including: lighting improvements, computer power management, vending power management, HVAC controls and retro-commissioning, and replacement of HVAC equipment. These measures will be implemented at the following buildings:

- American Bank Center  
Arena and Convention Center
- Central Library
- City Hall
- Health Department
- Selena Auditorium
- Municipal Courts and Police Department
- Museum of Science and History

### OPTION C: WHOLE FACILITY ANALYSIS

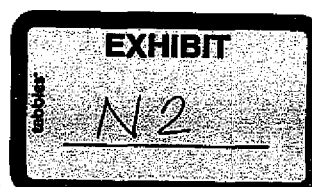
Because the proposed FIMs are expected to reduce building utility consumption by more than 10%, McKinstry will determine energy savings described in this section by following International Performance Measurement and Verification Protocol (IPMVP) Option C Whole Facility Analysis protocol to demonstrate the overall reduction in energy usage.

Energy savings will be measured by comparing the guarantee period's total energy consumption and demand to the total energy consumption and demand for the same area in the base year period. Base year energy and demand will be adjusted for differences in weather, facility operation, and facility modifications. This method will provide an estimate of how much energy would have been used in the guarantee period if the FIMs had not been implemented. Specific savings will be determined in the following manner:

- Energy Saved — the difference between the adjusted base year consumption and the guarantee period consumption.
- Demand Saved — the difference between the adjusted base year demand and the guarantee period demand.
- Energy Cost Savings — the difference between the cost of the base year consumption and demand and the guarantee period consumption and demand.

This process will be followed for each fuel type involved in the guarantee.

In support of the Whole Facility Analysis, the M&V process may include FIM specific review and analysis. This closer look into individual systems is often referred to as "retrofit isolation" and relies on the physical assessment of equipment change-outs to ensure that the installation is to specification. The potential to generate savings is





# 3. Energy Cost Savings Guarantee cont.

verified through observations, inspections, and spot/short-term/continuous metering of energy or proven proxies of energy use. Following the collection of the measure specific data, the data will then be incorporated, if appropriate, into the computer simulation to account for energy impacts resulting from deviation from the project's performance assumptions.

## ENERGY BASELINE DEVELOPMENT

### Baseline Definition

The base year is the period of time, as agreed to in this document, which establishes the pre-retrofit conditions used as the point of reference for determining guaranteed savings. The guarantee period is any one or more billing periods during the term of the guarantee during which guaranteed savings are measured.

The baseline is that set of parameters that describes both the energy consumed in the base year and the conditions that caused that consumption to occur. This set of parameters includes utility consumption, facility use information, weather data, and other information as may be necessary to describe the base year conditions. In addition, the baseline includes certain mathematical values calculated by a model that is used to correlate the base year energy consumption with the factors that caused that consumption. The baseline to be used for this project is fully defined in Section 5 – Exhibit 2 – Utility Data Assessment (UDA).

Customer agrees to accept modifications to this baseline that are necessary to account for changes in the facilities and their use which many have occurred prior to the execution of this agreement but come to the attention of McKinstry after the execution of this agreement.

### Determination of Adjusted Baseline

Utility base year consumption will be adjusted to estimate what the current guarantee period consumption would have been had no FIMs been implemented. This is accomplished by adjusting for these factors:

- Changes in the number of days between the base year and guarantee year billing periods
- Changes in weather between the base year and guarantee year billing periods
- Changes in facility use between the base year and guarantee year billing periods
- Modifications to the facility between the base year and guarantee year periods

Adjusted base year consumption is calculated as follows for each fuel type:

$$Q = C_D * (T_1 - T_{1-1}) + C_H * HDD_1 + C_C * CDD_1 + M_1$$

Or,

Adjusted Base Year Consumption = Weather Independent Consumption + Weather Dependent Consumption + Use and Modification Adjustments

Where:

Q = adjusted base year consumption

C<sub>D</sub> = a constant representing units of consumption per billing period day as calculated by model

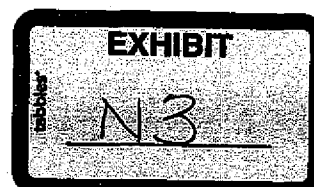
T<sub>1</sub> = ending date of current billing period

T<sub>1-1</sub> = ending date of previous billing period

C<sub>H</sub> = a constant representing units of consumption per heating degree day as calculated by model HDD<sub>1</sub> = heating degree days in the current billing period

C<sub>C</sub> = a constant representing units of consumption per cooling degree day as calculated by model CDD<sub>1</sub> = cooling degree days in the current billing period

M<sub>1</sub> = other adjustments for the current billing period (M<sub>1</sub> is described in detail below).



### 3. Energy Cost Savings Guarantee cont.

Adjusted base year demand is calculated with a slightly different formula as follows:

$$D = D_D * (T_1 - T_{1-1}) + D_H * (HDD_i / (T_1 - T_{1-1})) + D_C * (CDD_i / (T_1 - T_{1-1})) + M_i,$$

Or,

Adjusted Base Year Demand = Weather Independent Demand + Weather Dependent Demand + Use and Modification Adjustments

Where:

D = adjusted base year demand

$D_D$  = a constant representing units of demand per billing period day as calculated by model

$D_H$  = a constant representing units of demand per heating degree day as calculated by model

$D_C$  = a constant representing units of demand per cooling degree day as calculated by model

#### Weather Independent Consumption

This component of consumption can be regarded as base-load, or non-HVAC consumption. As utility meters are not always read on the same day of the month, the number of days in a meter's billing period frequently varies. The term,  $D_D * (T_1 - T_{1-1})$ , in the above equation is used to account for this difference, where  $(T_1 - T_{1-1})$ , gives the number of days in the guarantee year billing period. Thus, Weather Independent Consumption is the base load consumption per day times the number of days in the guarantee year billing period. The approach is identical for demand, except that the term  $D_D$  is substituted for  $C_D$ .

#### Weather Dependent Consumption

Change in weather between the base year and guarantee year periods is accounted for with the terms,  $CH * HDD_i + CC * CDD_i$ . Weather Dependent Consumption is consumption per degree-day times the number of degree-days in the guarantee year billing period. A cooling degree-day is the difference between the average daily temperature and the balance point temperature ( $AvgTemp - BalanceTemp$ ). A heating degree-day is the difference between the balance point temperature and the average daily temperature ( $BalanceTemp - AvgTemp$ ). Degree-days are always greater than or equal to zero. If the degree-day calculation yields a negative number, the period is considered to have zero degree-days of that type. The balance point temperature is different for each building and for each fuel type and will be defined in Section 1.5.

Demand is treated similarly. The exception being that "total degree-days per month" is substituted for "degree-days per day." This provides a measure of average daily weather intensity.

#### Other non-routine Adjustments

Additional non-routine adjustments to the base year may be made to compensate for modifications and additions to a facility and/or changes in how a facility is used. A list of known Causes for Adjustments is shown in Section 1.6 along with means to determine the magnitude of these adjustments.

The total adjustment for any given period will be determined with this equation:

$$M_i = Adj_1 + Adj_2 + \dots + Adj_n$$

Where  $Adj_1$ ,  $Adj_2$  and  $Adj_n$  are all of the adjustments determined to be necessary for the guarantee period. The sign of the adjustment will be positive when the change will cause an increase in utility and the sign of the adjustment will be negative when the change will cause a decrease in utility. Upon request, McKinstry will provide an explanation of the derivation of these adjustments to Customer.

If additional changes occur, other than those listed in the M&V Plan, McKinstry will document to Customer how adjustments will be determined for said changes. Any such adjustment will be added to the term  $M_i$  in the equation above.



# 3. Energy Cost Savings Guarantee cont.

## ENERGY SAVINGS CALCULATION METHODOLOGY

### Determination of Energy Units saved

Energy and demand units saved will be determined by the following equation:

$$E = E_B - E_G$$

Where:

E = Energy (or demand) Units Saved

E<sub>B</sub> = Adjusted Base Year Consumption (or Demand)

E<sub>G</sub> = Guarantee Period Consumption (or Demand)

### Determination of Energy Dollars Saved

For the purpose of this contract's guarantee, energy dollars saved will be determined as follows:

$$\$ = (\$B - \$G) + \$S + \$O + \$M$$

Where:

\$ = Energy Dollars Saved

\$<sub>B</sub> = Cost of Adjusted Base Year Energy, for All Fuel Types

\$<sub>G</sub> = Cost of Guarantee Period Energy, for All Fuel Types

\$<sub>S</sub> = Stipulated Energy Savings

\$<sub>O</sub> = Other Energy Savings

\$<sub>M</sub> = Maintenance/Other Savings

The cost of energy in any period will be determined by applying the energy rates, as defined in table 3.3 or the actual energy rates during the period, at the discretion of McKinstry, to the energy used in a given period for each fuel type.

## BASELINE & SUPPORTING INFORMATION

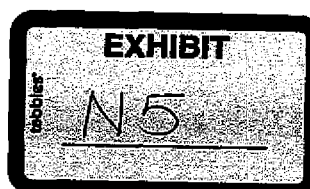
### Meter Tuning Contract

The purpose of meter tuning is to establish a relationship between the weather, or other independent variables, and consumption and demand measured by a particular meter. Tuning consists of identifying relationships between historic utility performance and the relevant independent variables. The end result is a set of coefficients, which will be used in modeling the energy use of a facility to calculate the energy savings or penalty associated with weather normalizing the baseline energy use.

During the project implementation period, McKinstry will select the 12-month baseline period (typically the same period used as the base line for the energy savings guarantee) for each guaranteed meter and will determine the meter tuning coefficients. These coefficients will be included as a part of this contract and will be submitted to Customer for review prior to the start of the guarantee period.

The meter tuning effects will be calculated using Metrix utility simulation software. This software package has been accepted as meeting the requirements of the IPMVP.

### Meter List



### 3. Energy Cost Savings Guarantee cont.

The following meters will be used to measure actual energy consumption for both the base year and guarantee periods.

Building Served	Meter Number	Account Number	Utility Co	Rate	Units
AME	10032789439293451	4995056150	AEP/ Direct Energy	Sec> 10 kW/ STAP - 2009	kWh, kW
AME	10032789490999491	4995056173	AEP/ Direct Energy	Sec> 10 kW/ STAP - 2009	kWh, kW
AME	GA58094		City of Corpus Christi	City Gas	Therms
AME	335494		City of Corpus Christi	City Gas	Therms
AME	GA61012R		City of Corpus Christi	City Gas	Therms
CEN	10032789435610861	4995056160	AEP/Direct Energy	Sec> 10 kW/ STAP - 2009	kWh, kW
CEN	GT59346R		City of Corpus Christi	City Gas	Therms
CIT	10032789494229351	4995056154	AEP/Direct Energy	Sec> 10 kW/ STAP - 2009	kWh, kW
CIT	8514656		City of Corpus Christi	City Gas	Therms
CIT	GT61002		City of Corpus Christi	City Gas	Therms
HEA	10032789412459381	4995056159	AEP/Direct Energy	Sec> 10 kW/ STAP - 2009	kWh, kW
HEA	TBD		City of Corpus Christi	City Gas	Therms
MUN	10032789410525840	4995056169	AEP/Direct Energy	Sec> 10 kW/ STAP - 2009	kWh, kW
MUN	GA76764		City of Corpus Christi	City Gas	Therms
MUS	10032789422995252	4995056173	AEP/Direct Energy	Sec> 10 kW/ STAP - 2009	kWh, kW
MUS	10032789464587390	4995056163	AEP/Direct Energy	City Gas	kWh, kW
MUS	57700		City of Corpus Christi	City Gas	Therms



# 3. Energy Cost Savings Guarantee cont.

## Building List

The following table lists the buildings that were served by guarantee meters during the base year period.

Bldg ID	Building Name	Area (ft <sup>2</sup> )	Comments
AME	American Bank Center	486,342	
CEN	Central Library	78,400	
CIT	City Hall	152,361	
HEA	Health Department	46,876	
MUN	Municipal Courts & Police	102,580	
MUS	Museum of Science & Natural History	85,000	

## Weather Data Source

Data for weather compensation adjustments will be Daily High-Low Temperatures obtained from the National Weather Service Station at Corpus Christi, TX (CRP). In the event the specified weather station is deactivated, weather data will be collected from the nearest weather station with suitable observations. If the data source becomes unavailable or a superior source is identified, McKinstry may select an alternative source with Customer's approval.

## NON-ROUTINE ADJUSTMENTS

### Causes For Adjustment

Cause	Action	Responsibility
Addition of New Building or Renovation/Addition on Existing Building - with Independent Utility and HVAC Service	1. None required. Should have no impact on tracked meters	1. None
Change or Addition of Facilities or service on Existing Utility and HVAC Service	2. Notify McKinstry of planned changes 3. McKinstry will review plans and will determine if change is likely to impact energy use above thresholds 4. If change is expected exceed any threshold, all incoming utilities and HVAC service will be sub-metered 5. If the change's impact is expected to be below threshold, then the change in energy use will be estimated using industry accepted methods	2. Customer 3. McKinstry 4. Customer 5. McKinstry



### 3. Energy Cost Savings Guarantee cont.

Cause	Action	Responsibility
Customer Initiated FIMs	6. If a Customer initiated FIM (CI-FIM) is expected to save less than 5% of this contract's annual guaranteed energy savings, no adjustment will be made to the savings measured under this contract 7. To measure savings from CI-FIM, Customer will develop a separate M&V plan to track the FIMs savings. Pending agreement from McKinstry, the resulting savings from CI-FIM will be removed from this contract's savings 8. In no event will the original M&V plan's current year measured savings be reduced below the immediately preceding year's savings due to CI-FIM	6. N/A 7. Customer 8. N/A
Missing Bills	9. Customer agrees to authorize McKinstry to access the utility information directly from the utility company, or Customer will send complete and accurate copies of utility invoices for meters included in this contract to McKinstry within 10 days of receipt. 10. If McKinstry does not receive Invoices within 60 days of end of service period, McKinstry will estimate savings based on guaranteed savings or previously achieved savings at McKinstry discretion. 11. If McKinstry receives utility data subsequent to above action, McKinstry will incorporate utility data into savings analysis. If such data produces savings results greater than item 10, the greater amount will be used to determine achieved savings.	9. Customer 10. McKinstry 11. McKinstry
Other Causes	12. Other causes for adjustment may occur due to changes in certain baseline conditions and will be investigated and an adjustment will be calculated using industry accepted standards.	12. McKinstry

**Threshold Limits**

- Area: 1% of base year area as described in Building List
- Electricity: 1% of highest annual peak demand resulting from the Meter Tuning Contract
- Natural Gas: 1% of installed base year gas-heating capacity
- Other Fuel: 1% of installed base year maximum capacity
- Air Conditioning: 1% of installed base year air-conditioning capacity

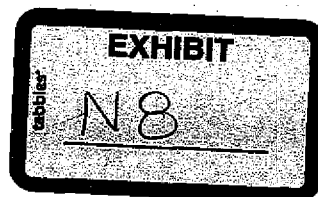
**Calendar & Schedules**

Schedule and occupancy are documented in Table 3.4

**Standards of Service and Comfort**

Customer agrees to operate the conditioned spaces in the facilities listed in the Building List within the temperature ranges as detailed in Section 3.4. McKinstry reserves the right to adjust the baseline for operating conditions outside the range specified in this section.

**Other Key Baseline Information**



# 3. Energy Cost Savings Guarantee cont.

The following are key baseline conditions and calculation assumptions. Significant deviation from any or all of these conditions constitutes a cause for adjustment. In the event a cause for adjustment occurs, McKinstry will use an appropriate means to estimate the effect of the change and add or subtract the adjustment for the current billing period. All calculations will be made available to the Customer upon request.

- Guaranteed savings assume that no significant increase or decrease in quantity or capacity will occur in installed equipment and plug loads such as fans, pumps, lighting, copiers, computers, printers, kitchen equipment, etc. McKinstry reserves the right to adjust for changes in quantity and/or capacity of any of these items. Customer agrees to provide McKinstry access to Customer's premises and/or records for purposes of determining the occurrence and/or magnitude of any such changes.

## 3.4 Utility Rates

- Utility Rate:** For the purpose of calculating savings, the utility rates used will be the utility rates as paid by the City of Corpus Christi, TX to the utility company during the pertinent period, adjusted for any rate schedule changes made by the utility company, except that the utility rate used for calculation will never go below the Floor Rate, or above the Ceiling Rate, as described below. In the event that a building has multiple meters on different rate schedules, the per-unit cost of the utility will be the average of all the rate schedules in effect at that facility.
  - Base Utility Rate:** Refer to table 3.3 for the Base Utility Rates (including sales tax).
- Floor Utility Rate:** For the purpose of calculation of savings, the utility rate shall never drop below the base utility rates described above. This shall be known as the Floor Utility Rate.
- Ceiling Utility Rate:** For the purpose of calculation of savings, the utility rate shall never exceed 1.5 times the base utility rate described above. This shall be known as the Ceiling Utility Rate.
- Rate Schedule Changes:** When the utility company makes a change to the rate schedule, the new rate will be used for calculating savings realized during a given period. If a rate schedule change occurs partway through a period, an aggregate rate comprised of a weighted average between the old and the new rate will be used. The weighting will be based upon the portion of the period that each rate applied.

## 3.5 Standards of Comfort

The following section provides the standards of comfort, which the City of Corpus Christi, TX must maintain to ensure the comfort of the occupants upon which all energy calculations were based.

### HVAC COMFORT

Heating, ventilating and air conditioning (HVAC) systems provided by McKinstry will provide comfort and indoor air quality in accordance with the Standards of Comfort below. This standard will pertain only to buildings and areas of buildings in which McKinstry is installing HVAC equipment that has direct control over space comfort conditions. HVAC comfort conditions cannot be guaranteed when operable windows or doors are open.

#### Indoor Conditions:

##### Occupied:

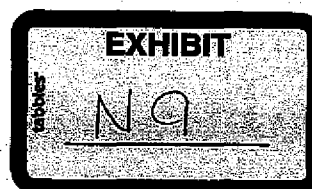
Winter Heating Set Point – 68 degrees F

Summer Cooling Set Point – 74 degrees F (where mechanical cooling systems are employed)

##### Unoccupied:

Minimum - 55 degrees F

Maximum - 85 degrees F (where mechanical cooling systems are employed)



# 3. Energy Cost Savings Guarantee cont.

Unoccupied for Library and Museum:

Minimum – 55 degrees F

Maximum – 75 degrees F

Minimum outside air per occupant:

In accordance with ASHRAE standards

## LIGHTING

Illumination Levels Verification:

Illumination levels shall be as recommended by the Illuminating Engineer's Society of North America (IESNA).

Design calculations shall be made for each space, using an 80% lamp depreciation/maintenance factor.

Illumination Levels Design:

The lighting and illumination levels for lighting systems provided by the McKinstry Co. will meet or exceed current recommended practices by the Illuminating Engineering Society of North America for illumination levels for the various tasks that are conducted throughout the City of Corpus Christi, TX.

## 3.6 On-Going Owner Responsibilities

The City of Corpus Christi, TX shall provide the following services as part of this energy services project. In the event that these services are not provided, energy savings and associated guarantees will be modified to reflect the associated impact.

- 1) Maintain all equipment per manufacturer's recommendations and proposed maintenance schedule.
- 2) Maintain all sequence of operations and performance criteria related to installed systems as proposed and designed.
- 3) Provide other FIM specific on-going responsibilities as provided in Table 3.2 - "Performance Assurance Plan Outline."
- 4) Provide McKinstry access to Energy Management and Control Systems for the purpose of collecting and logging data over time as required for performance verification.
- 5) The City of Corpus Christi, TX shall notify McKinstry in writing with regards to any changes or alterations to buildings that will affect energy usage. This notification must be provided within two weeks of the change. This includes occupancy or use changes, computer load or other load changes, scheduling changes, and sequence of operations changes.

## 3.7 Non-performance

In the event the equipment performance is not met, McKinstry accepts responsibility for additional electricity or gas used by the equipment as a result of the reduced performance. McKinstry may, at its preference, execute any of the following options:

- a. Repair or replace equipment as required to meet required performance.
- b. Make payments for the extra energy consumption to the City of Corpus Christi, TX. In the event that McKinstry chooses the payment option, McKinstry reserves the right to select either an annual payment for the duration of the finance term or a one-time lump-sum payment of the same amount. In either case, the payment will be calculated based upon the quantity of additional electricity used and the Base Utility Rate as described above.

## 3.8 Change of Use





### 3. Energy Cost Savings Guarantee cont.

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In the event that the City of Corpus Christi, TX chooses to make changes to the facility that require set point adjustments, longer operating hours, or continuous equipment operation, the City of Corpus Christi, TX agrees that:

- a. Savings deemed as met described above will continue to be deemed as met.
- b. Additional cost of extended equipment operation is a cost of the change, not due to a failure of McKinstry or its equipment.
- c. McKinstry shall not be responsible for any increase in energy, maintenance, or any other costs incurred as a result of the extended equipment operation.
- d. McKinstry, at its option, may make a baseline energy use adjustment to account for a change-of-use at any facility.

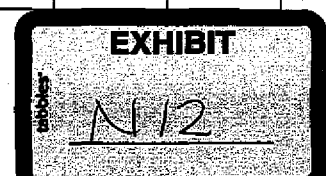




# Table 3.1 - Energy Savings Summary

Project: City of Corpus Christi, TX ESPC  
 Version: Final  
 Date: 9/16/2011

Facility Improvement Measures	Building	Guarantee Multiplier	Electricity				Natural Gas		Total (\$)
			kW	kW (\$)	kWh	kWh (\$)	Therm	Therm (\$)	
AIR-09.01 Lighting Improvements	AIR - Airport	100%	622.0	\$5,712	447,869	\$37,571	-1,284	-\$386	\$42,397
AIR-16.01 Computer Power Management	AIR - Airport	90%	0.0	\$0	6,998	\$587	0	\$0	\$587
AIR-26.01 High Efficiency Hand Dryers	AIR - Airport	90%	0.0	\$0	-1,805	-\$151	0	\$0	-\$151
AME-04.01 HVAC Controls Improvements (Selena Auditorium)	AME - American Bank Center	90%	0.0	\$0	320,513	\$26,884	0	\$0	\$26,884
AME-09.01 Lighting Improvements (Arena)	AME - American Bank Center	100%	573.0	\$4,929	371,632	\$31,172	0	\$0	\$36,100
AME-09.01 Lighting Improvements (Convention Center)	AME - American Bank Center	100%	1,711.0	\$14,717	869,630	\$72,943	0	\$0	\$87,660
AME-09.01 Lighting Improvements (Selena Auditorium)	AME - American Bank Center	100%	100.0	\$860	82,714	\$6,938	0	\$0	\$7,798
AME-16.01 Computer Power Management	AME - American Bank Center	90%	0.0	\$0	7,747	\$650	0	\$0	\$650
AME-16.02 Vending Power Management	AME - American Bank Center	90%	0.0	\$0	8,492	\$712	0	\$0	\$712
AME-25.01 Retro-Commissioning (Convention Center & Arena)	AME - American Bank Center	90%	0.0	\$0	435,984	\$36,569	0	\$0	\$36,569
CEN-04.01 HVAC Controls Improvements	CEN - Central Library	90%	0.0	\$0	232,188	\$19,474	10,664	\$7,358	\$26,833
CEN-09.01 Lighting Improvements	CEN - Central Library	100%	486.0	\$4,180	199,429	\$16,727	-561	-\$387	\$20,520
CEN-16.01 Computer Power Management	CEN - Central Library	90%	0.0	\$0	23,126	\$1,940	0	\$0	\$1,940
CEN-16.02 Vending Power Management	CEN - Central Library	90%	0.0	\$0	3,425	\$287	0	\$0	\$287
CIT-02.01 Primary Chillers & Cooling Tower Improvements	CIT - City Hall	90%	-1,830.6	-\$16,655	-764,707	-\$64,193	107,090	\$73,892	-\$6,956
CIT-02.02 IT Chiller Improvements	CIT - City Hall	90%	0.0	\$0	43,592	\$3,659	0	\$0	\$3,659
CIT-04.01 HVAC Controls Improvements	CIT - City Hall	90%	0.0	\$0	109,301	\$9,175	10,769	\$7,431	\$16,606
CIT-09.01 Lighting Improvements	CIT - City Hall	100%	1,192.0	\$10,845	593,780	\$49,845	-1,749	-\$1,207	\$59,483
CIT-16.01 Computer Power Management	CIT - City Hall	90%	0.0	\$0	132,070	\$11,087	0	\$0	\$11,087
CIT-16.02 Vending Power Management	CIT - City Hall	90%	0.0	\$0	14,948	\$1,255	0	\$0	\$1,255
CIT-26.01 High Efficiency Hand Dryers	CIT - City Hall	90%	0.0	\$0	-2,048	-\$172	0	\$0	-\$172
HEA-09.01 Lighting Improvements	HEA - Health Department	100%	627.0	\$5,393	202,055	\$16,948	-1,700	-\$1,173	\$21,168
HEA-16.01 Computer Power Management	HEA - Health Department	90%	0.0	\$0	24,429	\$2,049	0	\$0	\$2,049
HEA-16.02 Vending Power Management	HEA - Health Department	90%	0.0	\$0	5,864	\$492	0	\$0	\$492
HEA-25.01 Commissioning	HEA - Health Department	90%	0.0	\$0	179,899	\$15,090	0	\$0	\$15,090
MUN-04.01 HVAC Equipment & Controls Improvements	MUN - Municipal Courts and Police	90%	0.0	\$0	381,092	\$31,965	0	\$0	\$31,965
MUN-09.01 Lighting Improvements	MUN - Municipal Courts and Police	100%	775.0	\$6,666	440,953	\$36,986	0	\$0	\$43,652
MUN-16.01 Computer Power Management	MUN - Municipal Courts and Police	90%	0.0	\$0	110,171	\$9,241	0	\$0	\$9,241





# Table 3.1 - Energy Savings Summary

Project: City of Corpus Christi, TX ESPC  
 Status: Final  
 Date: 9/16/2011

Facility Improvement Measures	Building	Guaranteed Multiplier	Electricity				Natural Gas		Total
			kW	kW (\$)	kWh	kWh (\$)	Therm	Therm (\$)	(\$)
MUS-04.01 HVAC Controls Improvements	MUS - Museum of Science and History	90%	0.0	\$0	123,620	\$10,369	38,424	\$26,512	\$36,881
MUS-09.01 Lighting Improvements	MUS - Museum of Science and History	100%	1,011.0	\$8,696	207,788	\$17,429	-1,827	-\$1,261	\$24,864
MUS-16.01 Computer Power Management	MUS - Museum of Science and History	90%	0.0	\$0	2,387	\$200	0	\$0	\$200
<b>Totals ***</b>			<b>5,266.4</b>	<b>\$45,342</b>	<b>4,813,132</b>	<b>\$403,727</b>	<b>159,826</b>	<b>\$110,280</b>	<b>\$559,349</b>

\* The savings shown in this table are less than the calculated savings unless a guarantee multiplier of 100% is shown.

\*\* The guarantee is based on Key Performance Indicators shown in Table 3.2. Refer to Section 3 of the ESP for the method of converting Key Performance Indicators to dollars during the M&V period.

\*\*\* The guarantee is based on the aggregate savings for all FIMs, not on individual FIM savings.

Confidential and Proprietary





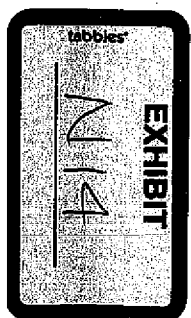
# Table 3.2 - M&V Plan Outline

Project: City of Corpus Christi, TX ESPC  
 Status: Final  
 Date: 9/16/2011

Agreed Upon Criteria for Guarantee

Facility Improvement Measures	Building	IPREP Option	KPI	Key Performance Indicators	Baseline Values	Proposed Values	Stipulated Factors	Audit Stage (Baseline) Tasks	Post-Retrofit Stage (Commissioning) Tasks	Remote Alarming and/or Monitoring	Annual Tasks	Ongoing Owner Responsibilities
AIR-09.01 Lighting Improvements	AIR - Airport	A	1.	Fixture Types and Quantity	Refer to DES	Refer to DES	None	Detailed Lighting Audit	Provide as-built documentation	Collect Light Levels Per EPACT Requirements	None	Notify McKinstry of any changes to lighting system.
			2.	Fixture Input Power	Refer to DES	Refer to DES	None	ANSI Values	Spot Measurements	Instantaneous Spot Input Power Measurements	None	Maintain Equipment per McKinstry and Manufacturer recommendations.
			3.	Burn Hours	Refer to DES	Refer to DES	Burn Hours	Sample Logging	None	Log Burn Hours per Area Type (1-2 Weeks)	None	Notify McKinstry of any changes in operating hours.
AIR-16.01 Computer Power Management	AIR - Airport	A	1.	Quantity of Computer	TBD	Same as Baseline	Quantity of computers	Customer Interview	None	None	None	Notify McKinstry of any significant changes to computer quantities
			2.	Computer Input Power	Average Power Ratings Per ENERGY STAR	Same as Baseline	Average Input Power	Referenced ENERGY STAR	None	None	None	None
			3.	Power Management Settings	Local power management only	Network level power management	Power Management Settings	Customer Interview	Confirm Network Power Management Solution Installed Properly	None	None	Maintain power management strategies per McKinstry recommendations
AIR-25.01 High Efficiency Hand Dryers	AIR - Airport	A	1.	Hand Dryer Power Input	No Existing Hand Dryers	High Efficiency 1.3W Input Power Units	None	Detailed Audit	Provide as-built documentation	None	None	Maintain new equipment per manufacturer and McKinstry recommendations.
			2.	Paper Towel Availability	Paper Towels Available	No paper towels available in selected restrooms	Baseline annual paper towel costs	Customer Interviews	Verify paper towels not available in selected restrooms	None	None	Ensure paper towels are not provided in selected restrooms
			3.	Hand Dryer Use	Usage based on occupancy data provided by customer	Same as Baseline	Occupancy	Customer Interviews	None	None	None	Notify McKinstry of any significant changes in occupancy or use of the facility
CIT-25.01 High Efficiency Hand Dryers	CIT - City Hall	A	1.	Hand Dryer Power Input	No Existing Hand Dryers	High Efficiency 1.3W Input Power Units	None	Detailed Audit	Provide as-built documentation	None	None	Maintain new equipment per manufacturer and McKinstry recommendations.
			2.	Paper Towel Availability	Paper Towels Available	No paper towels available in selected restrooms	Baseline annual paper towel costs	Customer Interviews	Verify paper towels not available in selected restrooms	None	None	Ensure paper towels are not provided in selected restrooms
			3.	Hand Dryer Use	Usage based on occupancy data provided by customer	Same as Baseline	Occupancy	Customer Interviews	None	None	None	Notify McKinstry of any significant changes in occupancy or use of the facility

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# Table 3.3 - Base Utility Rates

Project: City of Corpus Christi, TX ESPC  
 Scenario: Final  
 Date: 9/16/2011

Building_Name	Utility_Provider	Rate_Name	Utility_Type	Dollars_Per_Unit	Units	Published_Date_Effective
AIR - Airport	American Electric Power (AEP)	AIR - Primary Service	Electricity Demand	\$9.183174	kW	12/30/2009
AIR - Airport	City of Corpus Christi (TX)	Enterprise Gas Rate	Natural Gas	\$0.690000	Therms	8/1/2009
AIR - Airport	Direct Energy	AIR - STAP 2009	Electricity	\$0.083888	kWh	12/30/2009
AME - American Bank Center	American Electric Power (AEP)	AME - Sec > 10 kW	Electricity Demand	\$8.601236	kW	12/30/2009
AME - American Bank Center	Direct Energy	AME - STAP 2009	Electricity	\$0.083878	kWh	12/30/2009
CEN - Central Library	American Electric Power (AEP)	CEN - Sec > 10 kW	Electricity Demand	\$8.601236	kW	12/30/2009
CEN - Central Library	City of Corpus Christi (TX)	City Gas Rate	Natural Gas	\$0.690000	Therms	8/1/2009
CEN - Central Library	Direct Energy	CEN - STAP 2009	Electricity	\$0.083873	kWh	12/30/2009
CIT - City Hall	American Electric Power (AEP)	CIT - Sec > 10 kW	Electricity Demand	\$9.097998	kW	12/30/2009
CIT - City Hall	City of Corpus Christi (TX)	City Gas Rate	Natural Gas	\$0.690000	Therms	8/1/2009
CIT - City Hall	Direct Energy	CIT - STAP 2009	Electricity	\$0.083945	kWh	12/30/2009
HEA - Health Department	American Electric Power (AEP)	HEA - Sec > 10 kW	Electricity Demand	\$8.601236	kW	12/30/2009
HEA - Health Department	City of Corpus Christi (TX)	City Gas Rate	Natural Gas	\$0.690000	Therms	8/1/2009
HEA - Health Department	Direct Energy	HEA - STAP 2009	Electricity	\$0.083878	kWh	12/30/2009
MUN - Municipal Courts and Police	American Electric Power (AEP)	MUN - Sec > 10 kW	Electricity Demand	\$8.601236	kW	12/30/2009
MUN - Municipal Courts and Police	Direct Energy	MUN - STAP 2009	Electricity	\$0.083878	kWh	12/30/2009
MUS - Museum of Science and History	American Electric Power (AEP)	MUS - Sec > 10 kW	Electricity Demand	\$8.601236	kW	12/30/2009
MUS - Museum of Science and History	City of Corpus Christi (TX)	City Gas Rate	Natural Gas	\$0.690000	Therms	8/1/2009
MUS - Museum of Science and History	Direct Energy	MUS - STAP 2009	Electricity	\$0.083878	kWh	12/30/2009



**City of Corpus Christi, TX**  
**Table 3.4 EMCS Schedules**



Location		Occupied Schedule														Notes
Facility	Area	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		
		Occupied	Unoccupied	Occupied	Unoccupied	Occupied	Unoccupied	Occupied	Unoccupied	Occupied	Unoccupied	Occupied	Unoccupied	Occupied	Unoccupied	
American Bank Center	Selena Auditorium - All AHUs	6:00 AM	6:00 PM	6:00 AM	6:00 PM	6:00 AM	6:00 PM	6:00 AM	6:00 PM	6:00 AM	12:00 AM	6:00 PM	12:00AM	6:00 AM	6:00 PM	Extended hours and Sunday hours are to allow for performances. All other hours are for show setup, cleanup after shows, and maintenance.
Central Library	Library Area	OFF	OFF	7:00 AM	6:00 PM	7:00 AM	8:00 PM	7:00 AM	8:00 PM	7:00 AM	8:00 PM	7:00 AM	8:00 PM	7:00 AM	8:00 PM	System will be enabled 24 x 7
Central Library	Police Area	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	
City Hall	All Areas	6:00 AM	9:00 PM	6:00 AM	9:00 PM	6:00 AM	9:00 PM	6:00 AM	9:00 PM	6:00 AM	9:00 PM	OFF	OFF	OFF	OFF	
Health Department	All Areas	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	OFF	OFF	OFF	OFF	
Municipal Police and Courts	AHU-1	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	AHU-1 serves evidence area and will be set to 75 degrees in cooling season and 65 degrees in heating season.
Municipal Police and Courts	AHU-5	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	OFF	OFF	OFF	OFF	System will go into unoccupied mode at night, on the weekends, and during holidays.
Municipal Police and Courts	AHU-6	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	OFF	OFF	OFF	OFF	System will go into unoccupied mode at night, on the weekends, and during holidays.
Municipal Police and Courts	AHU-8	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	OFF	OFF	OFF	OFF	System will go into unoccupied mode at night, on the weekends, and during holidays.
Municipal Police and Courts	AHU-9	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	OFF	OFF	OFF	OFF	System will go into unoccupied mode at night, on the weekends, and during holidays.
Municipal Police and Courts	AHU-10	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	OFF	OFF	OFF	OFF	System will go into unoccupied mode at night, on the weekends, and during holidays.
Municipal Police and Courts	AHU-11	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	OFF	OFF	OFF	OFF	System will go into unoccupied mode at night, on the weekends, and during holidays.
Municipal Police and Courts	AHU-12	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	OFF	OFF	OFF	OFF	System will go into unoccupied mode at night, on the weekends, and during holidays.
Municipal Police and Courts	AHU-13	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	OFF	OFF	OFF	OFF	System will go into unoccupied mode at night, on the weekends, and during holidays.
Municipal Police and Courts	AHU-20	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	OFF	OFF	OFF	OFF	System will go into unoccupied mode at night, on the weekends, and during holidays.
Municipal Police and Courts	AHU-20	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	OFF	OFF	OFF	OFF	System will go into unoccupied mode at night, on the weekends, and during holidays.
Municipal Police and Courts	AHU-23	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	OFF	OFF	OFF	OFF	System will go into unoccupied mode at night, on the weekends, and during holidays.
Municipal Police and Courts	AHU-24	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	7:00 AM	6:00 PM	OFF	OFF	OFF	OFF	System will go into unoccupied mode at night, on the weekends, and during holidays.
Municipal Police and Courts	All Other Systems	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	24 hrs	N/A	Systems will be enabled 24 x 7
Museum	All Systems	6:00 AM	7:00 PM	6:00 AM	7:00 PM	6:00 AM	7:00 PM	6:00 AM	7:00 PM	6:00 AM	7:00 PM	6:00 AM	7:00 PM	6:00 AM	7:00 PM	Systems will be enabled during normal working hours when the Museum is closed for employees working in the space.

**Note:**

Setpoints will fall within the standards of comfort set in section 3.

Energy savings calculations allow for extended runtime in areas where irregular use occurs. These events will be scheduled via temporary schedules after which the facility will return to normal operating conditions.

Examples include but are not limited to:

1. Arena
2. Selena Auditorium





Table 3.5 - Operations and Maintenance (O&M) Detail

Project: City of Corpus Christi, TX ESPC  
 Status: Final  
 Date: 9/16/2011

Facility Improvement Measure	Building	Item Number	Category	Line Item	First Year Total Cost Dollars	Cost Occurs Once Every X Years	Annualized Cost Over The Term of General Bond
AIR-09.01 Lighting Improvements	AIR - Airport	1.	Maintenance and Repairs	Lamps & Ballasts	1	1	\$2,427
AIR-26.01 High Efficiency Hand Dryers	AIR - Airport	1.	Paper Towels	Paper Towel Cost Reduction	1	1	\$9,600
AME-09.01 Lighting Improvements (Arena)	AME - American Bank Center	1.	Maintenance and Repairs	Lamps & Ballasts	1	1	\$4,077
AME-09.01 Lighting Improvements (Convention Center)	AME - American Bank Center	1.	Maintenance and Repairs	Lamps & Ballasts	1	1	\$5,172
AME-09.01 Lighting Improvements (Selena Auditorium)	AME - American Bank Center	1.	Maintenance and Repairs	Lamps & Ballasts	1	1	\$304
CEN-09.01 Lighting Improvements	CEN - Central Library	1.	Maintenance and Repairs	Lamps & Ballasts	1	1	\$2,317
CIT-02.01 Primary Chillers & Cooling Tower Improvements	CIT - City Hall	1.	Maintenance and Repairs	Service Contract	1	1	\$155,000
CIT-02.02 IT Chiller Improvements	CIT - City Hall	1.	Maintenance and Repairs	Materials	1	1	\$3,900
CIT-09.01 Lighting Improvements	CIT - City Hall	1.	Maintenance and Repairs	Lamps & Ballasts	1	1	\$4,443
CIT-26.01 High Efficiency Hand Dryers	CIT - City Hall	1.	Paper Towels	Paper Towel Cost Reduction	1	1	\$9,600
HEA-09.01 Lighting Improvements	HEA - Health Department	1.	Maintenance and Repairs	Lamps & Ballasts	1	1	\$1,573
MUN-04.01 HVAC Equipment & Controls Improvements	MUN - Municipal Courts and Police	1.	Maintenance and Repairs	Materials	1	1	\$16,624
MUN-09.01 Lighting Improvements	MUN - Municipal Courts and Police	1.	Maintenance and Repairs	Lamps & Ballasts	1	1	\$3,570
MUS-09.01 Lighting Improvements	MUS - Museum of Science and History	1.	Maintenance and Repairs	Lamps & Ballasts	1	1	\$4,788

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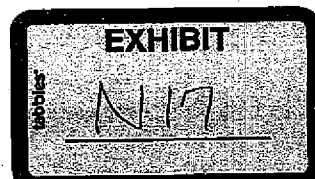




Table 3.6 - Construction Period Energy Savings (Non-Guaranteed)

Project City of Corpus Christi, TX ESPC  
 Scenario Final  
 Date 9/16/2011  
 Estimated Project Completion Date 6/1/2012

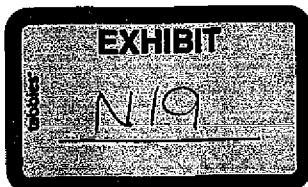
Facility Improvement Measures	Building	Expected FIM Completion Date	= Months Before Project Completion	Yearly Savings	Monthly Energy Savings	Construction Period Energy Savings	Yearly O&M Savings	Monthly O&M Savings	Construction Period O&M Savings
AIR-09.01 Lighting Improvements	AIR - Airport	2/1/2012	4	\$42,397	\$3,533	\$14,132	\$2,427	\$202	\$809
AIR-16.01 Computer Power Management	AIR - Airport	12/1/2011	6	\$587	\$49	\$294	\$0	\$0	\$0
AIR-26.01 High Efficiency Hand Dryers	AIR - Airport	1/1/2012	5	-\$151	-\$13	-\$63	\$9,600	\$800	\$4,000
AME-04.01 HVAC Controls	AME - American Bank Center	4/1/2012	2	\$26,884	\$2,240	\$4,481	\$0	\$0	\$0
AME-09.01 Lighting Improvements (Arena)	AME - American Bank Center	2/1/2012	4	\$36,100	\$3,008	\$12,033	\$4,077	\$340	\$1,359
AME-09.01 Lighting Improvements (Convention Center)	AME - American Bank Center	2/1/2012	4	\$87,660	\$7,305	\$29,220	\$5,172	\$431	\$1,724
AME-09.01 Lighting Improvements (Selena Auditorium)	AME - American Bank Center	1/1/2012	5	\$7,798	\$650	\$3,249	\$304	\$25	\$127
AME-16.01 Computer Power Management	AME - American Bank Center	12/1/2011	6	\$650	\$54	\$325	\$0	\$0	\$0
AME-16.02 Vending Power Management	AME - American Bank Center	12/1/2011	6	\$712	\$59	\$356	\$0	\$0	\$0
AME-25.01 Retro-Commissioning (Convention Center & Arena)	AME - American Bank Center	1/1/2012	5	\$36,569	\$3,047	\$15,237	\$0	\$0	\$0
CEN-04.01 HVAC Controls Improvements	CEN - Central Library	4/1/2011	2	\$26,833	\$2,236	\$4,472	\$0	\$0	\$0
CEN-09.01 Lighting Improvements	CEN - Central Library	2/1/2012	4	\$20,520	\$1,710	\$6,840	\$2,317	\$193	\$772

EXHIBIT

N18



Facility Improvement Measures	Building	Expected FIM Completion Date	Months Before Project Completion	Yearly Savings	Monthly Energy Savings	Construction Period Energy Savings	Yearly O&M Savings	Monthly O&M Savings	Construction Period O&M Savings
CEN-16.01 Computer Power Management	CEN - Central Library	12/1/2011	6	\$1,940	\$162	\$970	\$0	\$0	\$0
CEN-16.02 Vending Power Management	CEN - Central Library	12/1/2011	6	\$287	\$24	\$144	\$0	\$0	\$0
CIT-02.01 Primary Chillers & Cooling Tower Improvements	CIT - City Hall	5/1/2012	1	-\$6,956	-\$580	-\$580	\$155,000	\$12,917	\$12,917
CIT-02.02 IT Chiller Improvements	CIT - City Hall	3/1/2012	3	\$3,659	\$305	\$915	\$3,900	\$325	\$975
CIT-04.01 HVAC Controls Improvements	CIT - City Hall	4/1/2012	2	\$16,606	\$1,384	\$2,768	\$0	\$0	\$0
CIT-09.01 Lighting Improvements	CIT - City Hall	2/1/2012	4	\$59,483	\$4,957	\$19,828	\$4,443	\$370	\$1,481
CIT-16.01 Computer Power Management	CIT - City Hall	12/1/2011	6	\$11,087	\$924	\$5,544	\$0	\$0	\$0
CIT-16.02 Vending Power Management	CIT - City Hall	12/1/2011	6	\$1,255	\$105	\$628	\$0	\$0	\$0
CIT-26.01 High Efficiency Hand Dryers	CIT - City Hall	2/1/2012	4	-\$172	-\$14	-\$57	\$9,600	\$800	\$3,200
HEA-09.01 Lighting Improvements	HEA - Health Department	3/1/2012	3	\$21,168	\$1,764	\$5,292	\$1,573	\$131	\$393
HEA-16.01 Computer Power Management	HEA - Health Department	12/1/2011	6	\$2,049	\$171	\$1,025	\$0	\$0	\$0
HEA-16.02 Vending Power Management	HEA - Health Department	12/1/2011	6	\$492	\$41	\$246	\$0	\$0	\$0
HEA-25.01 Commissioning	HEA - Health Department	6/1/2012	0	\$15,090	\$1,258	\$0	\$0	\$0	\$0
MUN-04.01 HVAC Equipment & Controls Improvements	MUN - Municipal Courts and Police	4/1/2012	1	\$31,965	\$2,664	\$2,664	\$16,624	\$1,385	\$1,385
MUN-09.01 Lighting Improvements	MUN - Municipal Courts and Police	3/1/2012	3	\$43,652	\$3,638	\$10,915	\$3,570	\$298	\$893
MUN-16.01 Computer Power Management	MUN - Municipal Courts and Police	12/1/2011	6	\$9,241	\$770	\$4,621	\$0	\$0	\$0
MUS-04.01 HVAC Controls Improvements	MUS - Museum of Science and History	3/1/2012	3	\$36,881	\$3,073	\$9,220	\$0	\$0	\$0
MUS-09.01 Lighting Improvements	MUS - Museum of Science and History	2/1/2012	2	\$24,864	\$2,072	\$4,144	\$4,788	\$399	\$798
MUS-16.01 Computer Power Management	MUS - Museum of Science and History	12/1/2011	6	\$200	\$17	\$100	\$0	\$0	\$0
						\$158,958			\$30,833



# Table 4.2 - Facility Improvement Measure (FIM) Summary

Project: City of Corpus Christi, TX ESPC  
 Scenario: Final  
 Date: September 16, 2011

Facility Improvement Measures	FIM Description	Building	Budget *	Annual Utility Savings	Annual Operational Savings **	Simple Payback (SPB)	Potential Incentives ***	Non-Guaranteed Net Customer Cost (with Incentives)	Non-Guaranteed Simple Payback (SPB) (with Incentives)
MUS-04.01 HVAC Controls Improvements	Integrate the existing HVAC controls systems onto the new city-wide graphical user interface. Install new variable frequency drives and demand controlled ventilation technology on the air-handling equipment. Provide retro-commissioning of the existing equipment to improve the overall energy performance of the facility.	MUS - Museum of Science and History	\$132,182	\$36,881	\$0	3.6	\$0	\$132,182	3.6
MUS-09.01 Lighting Improvements	Upgrade the existing interior and exterior lighting systems with new more efficient lighting technologies including controls where applicable.	MUS - Museum of Science and History	\$279,866	\$24,864	\$4,788	9.4	\$12,638	\$267,228	9.0
MUS-16.01 Computer Power Management	Install and program a software solution on (20) computers within this facility which will reduce energy consumption during periods of inactivity.	MUS - Museum of Science and History	\$480	\$200	\$0	2.4	\$0	\$480	2.4
<b>MUS - Museum of Science and History (Total):</b>			<b>\$412,528</b>	<b>\$61,945</b>	<b>\$4,788</b>	<b>6.2</b>	<b>\$12,638</b>	<b>\$399,890</b>	<b>6.0</b>

\* Since design cost, audit cost, etc. are distributed among the FIMs, the total project cost will not go up or down by exactly the amounts shown here if a FIM or FIMs are dropped.

\*\* For non recurring operational savings, the values are averaged over the 10 year length of this analysis.

\*\*\* Incentives are contingent on final approval and are not guaranteed. Funds are shown for reference only.

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