

AGREEMENT FOR ACCEPTANCE OF ART BETWEEN THE CITY OF CORPUS CHRISTI AND SOUTH TEXAS ALLIANCE OF INDIGENOUS PEOPLE

WHEREAS, the South Texas Alliance of Indigenous People of Corpus Christi (STAIP), operating under The Center for Progressive Studies, a 501(c)(3) non-profit organization, desires to commissioning sculptures, shade structures, gathering circles, and related structures, commemorating the Native Americans in Corpus Christi, Texas,

NOW, THEREFORE, the City and STAIP, for and in consideration of the covenants and agreements set out in this Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

Section 1. Agreement. This agreement ("Agreement") is entered into by and between the City of Corpus Christi, Texas, a home-rule municipal corporation ("City"), acting through its duly authorized City Manager or the City Manager's designee ("City Manager") and STAIP.

Section 2. Contract Administrator. The City's contract administrator for this Agreement is the City's Director of Parks and Recreation ("Director").

Section 3. Structures. STAIP shall commission professionals to provide professional services in designing, constructing, finishing, transporting, and installing sculptures, shade structures, gathering circles, and related structures which commemorates the Native Americans in Corpus Christi, together known herein as the Artwork ("Structures"). A representative design of the Structures, including details of the Structures and plan location, is attached to this Agreement as Exhibit A and incorporated herein by reference.

Section 4. Term of Agreement. The term of this agreement shall be for five years ("Initial Term") commencing on upon final approval of this Agreement by the Corpus Christi City Council and execution by the City Manager or his designee ("Effective Date").

Section 5. Compensation. STAIP is responsible for all payments for the Structures, including construction, installation, and repair and maintenance. Repair and maintenance is provided in Section 6 of this Agreement. The City has no obligation for the installation, repair, or maintenance of the Structures.

Section 6. Repair and Maintenance. STAIP shall provide a maintenance bond, in a form approved by the City Attorney, in an amount sufficient to cover six months of routine maintenance on the Structures, as determined by the approved maintenance schedule. Such maintenance bond must be provided prior to the installation of the Structures and renewed annually with the amount updated based on inflation and the approved maintenance schedule.

Section 7. Gift of Structures. STAIP will gift the Structures to the City upon completion and complete installation at Hans Suter Park.

Section 7. Location of Structures. The exact location for Structures at Hans Suter Park shall be determined by the Director ("Project Premises").

Section 8. Construction of the Structures. STAIP shall comply with all applicable City codes regarding construction and installation of the Structures.

Section 9. Installation of the Structures. Upon completion of the Structures, STAIP shall send notice to the Director at least 45 days prior to the projected date of installation. STAIP shall not commence any work until all insurance is obtained as required by Risk Manager. STAIP shall provide plans and specifications for installation of the Artwork. STAIP shall be contractually responsible for all completion costs associated with construction and installation of the Structures. STAIP shall be contractually responsible for the physical installation of the and all completion costs associated with the installation of the Structures at the Project Premises.

Section 10. Taxes. STAIP is solely responsible for the payment of any and all taxes that may become due to any taxing authority, agency, or entity with respect to services provided by STAIP or with the Structures that are the subject of this Agreement. This provision survives the expiration or earlier termination of this Agreement.

Section 11. Insurance. At least 14 days prior to delivery of the Structures to City property, STAIP shall notify the City Risk Manager and obtain Insurance as described In Exhibit B required by the City Director of Risk Manager.

Section 12. Independent Contractor; Lack of Contractual Authority.

- A. STAIP shall perform all work and services under this Agreement as an independent contractor and not as an agent, representative, or employee of the City.
- B. This Agreement does not establish STAIP as the agent or legal representative of the City for any purpose whatsoever, and STAIP is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, the City or to bind the City in any manner whatsoever.

Section 13. Title; Copyright and License to Reproduce.

- A. Title to the Structures will pass to the City upon final written acceptance from the City Director.
- B. STAIP shall ensure that the City is granted the right by the artist(s) for an irrevocable license to graphically reproduce all artwork associated with the Structures through photography or otherwise, including, but not limited to, the Structures proposal and all preliminary studies, and to authorize third parties to graphically reproduce, through photography or otherwise, any and all of the same as are desired by the City for any purpose deemed appropriate by the City Manager. The rights granted by this subsection survive the termination of this Agreement.

Section 14. Identification Label. STAIP shall prepare, at its own expense, an identification label indicating STAIP's name, the artist's name, the artwork's title, and year of completion for all artwork submitted as part of the Structures. This identification label will be placed near or adjacent to the artwork whenever the artwork is publicly displayed by the City.

Section 15. Warranties. STAIP shall ensure that the art for any and all artwork submitted as part of the Structures are warranted by the artist(s) to be designed to last for at least 20 years.

Section 16. Risk of Loss. STAIP is responsible for risk of loss or damage regarding the Structures until STAIP has completed installation and the Director has provided STAIP with Director's final written acceptance of the Structures.

Section 17. Indemnification. **STAIP ("Indemnitor") shall fully indemnify, save, and hold harmless the City and its officers, employees, and agents (collectively, "Indemnitees") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injury (including, without limitation on the foregoing, premises defects, workers' compensation, and death claims), property loss, or damage of any kind whatsoever, which may arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the design, fabrication, installation, repair, restoration, maintenance, or removal of the Structures and any act or omission of the Indemnitor or of any agent or employee of Indemnitor pursuant to performance under the terms of this Agreement. The Indemnitor covenants and agrees that, if the Indemnitee is made a party to any litigation commenced by any party other than Indemnitor relating to this Agreement. Indemnitor shall, upon receipt of reasonable notice regarding commencement of litigation and at his/her own expense, investigate all these claims and demands, attend to their settlement or other disposition, defend Indemnitee in all actions based thereon with counsel satisfactory to the Indemnitee, and pay all charges of attorneys and all other costs and expenses of any kind arising from any said ability, damage, loss, claim, demand, or action. This provision survives the expiration or earlier termination of this Agreement.**

Section 19. Collection Management. The City reserves the right to manage its collection of art, including any artwork included with the Structures, for public purposes and, in doing so, may determine that it is necessary to relocate or remove any artwork or part of the Structures or modify the site in or on which they are located. This reservation of rights by the City survives the expiration of this Agreement.

Section 20. Force Majeure. No party to this Agreement will be liable for failures or delays in performance due to any cause beyond their control including, but not limited to, any failures or delays in performance caused by strikes, lock outs, fires, acts of God or the public enemy,

common carrier, severe inclement weather, and riots or interference by civil or military authorities.

Section 21. Venue. All actions brought to enforce compliance with this Agreement must be brought in Nueces County, Texas, where this Agreement was executed and will be performed.

Section 22. Interpretation. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Section 22. Notice.

- A. All notices, demands, requests, or replies provided for or permitted under this Agreement by either party must be in writing and must be delivered by one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; (3) by fax transmission.
- B. Notice deposited with the United States Postal Service In the manner described above shall be deemed effective two business days after deposit with the United States Postal Service. Notice by fax is deemed effective upon proof of delivery to the receiving party. All communications must only be made to the following:

IF TO CITY:

City of Corpus Christi
Attn: Director of Parks & Recreation
P.O. Box 9277
Corpus Christi, TX 78469

IF TO STAIP:

South Texas Alliance of Indigenous People
Attn: Larry Running Turtle Salazar
1929 Yale St.
Corpus Christi, TX 78416

- C. Either party may change the address to which notice is sent by using the method set out above. STAIP shall notify City of an address change within ten days after the address is changed.

Section 23. Modification or Amendment. Modification or amendment of any of the terms of this Agreement is effective upon written authorization of each of the parties to this Agreement.

Signatures on next page.

CITY OF CORPUS CHRISTI

ATTEST:

Peter Zaroni, City Manager

Rebecca Huerta, City Secretary

Approved as to legal form: _____

Adelita Cavada, Assistant City Attorney

SOUTH TEXAS ALLIANCE OF INDIGENOUS PEOPLE

By: _____

Printed Name: _____

Title: _____

Date: _____

**STATE OF TEXAS
COUNTY OF NUECES**

This instrument was acknowledged before me on _____, 2024, by
_____ (name) as the _____ (title) for
the South Texas Alliance of Indigenous People, a _____ (type of organization)
on behalf of said organization.

Notary Public, State of Texas

Seal:

My Commission Expires

Notary's Printed Name

Exhibit List:

Exhibit A: Representative Design of the Structures

Exhibit B: Insurance

Exhibit A

The Ishka Project

Corpus Christi, Texas

Purpose, Structures and Specifications

6/24/2024

The Ishka Project

The **Hans and Pat Suter Wildlife Refuge** lies on sacred ground connected to Texas's 2nd largest Native American burial site.

The Project consists of a Gathering Circle, 5 Shade Circles, a Statue, and an Entrance Sign.

The vision for the **Ishka Site** is to create spaces in this natural setting in which to

- honor the First People of the Coastal Bend,
- increase public awareness of indigenous culture,
- offer unique experiences and recreational opportunities,
- be an inclusive space
- show the connection between Native American spirituality, well-being, and nature.



Hans and Pat Suter Wildlife Refuge

Structures – Gathering Circle and Shade Circles

The Structure walls are composed of panels and posts of Corten Steel which support the Rafters and Circular Supports.

Corten steel is self-rusting, extremely strong, and doesn't require maintenance.

The Rafters, made of Timber Tech (or similar), are supported by parallel Circular Supports. The Lower Circular Support rests on the Corten steel posts.



30 Ft. Gathering Circle



10 Ft. Shade Circles – 5 each

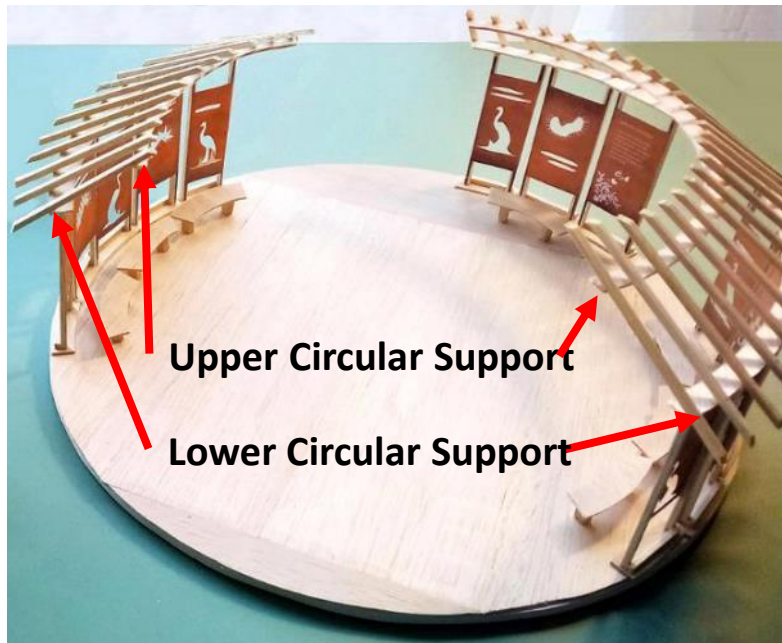
The laser-cut wall panels tell the Ishka story. With the rafters, they provide spaces with shade and seating in which to linger or to hold ceremonies.

The largest structure, the **Gathering Circle** would be located across the field from the medicine wheel and near the areas where there is space for dancing and teepees.

The Structures include recycled plastic benches installed in the cement base.

Roof Structures - Circular Supports, Rafters

The Roof system for the Structures is composed of **Rafters** and upper and lower **Circular Supports**. The **Circular Supports** are parallel to the base.



Gathering Circle

The **Lower Circular Support** rests on the Corten Steel Posts, following the contour of the structure's perimeter, and support the lower end of the **Rafters**. One segment of a Lower Circular Support covers a spaced opening in a Panel wall.

The **Upper Circular Support**, which holds the upper end of the rafters, is narrower than the **Lower Circular Support**.

Roof Structures – Rafters



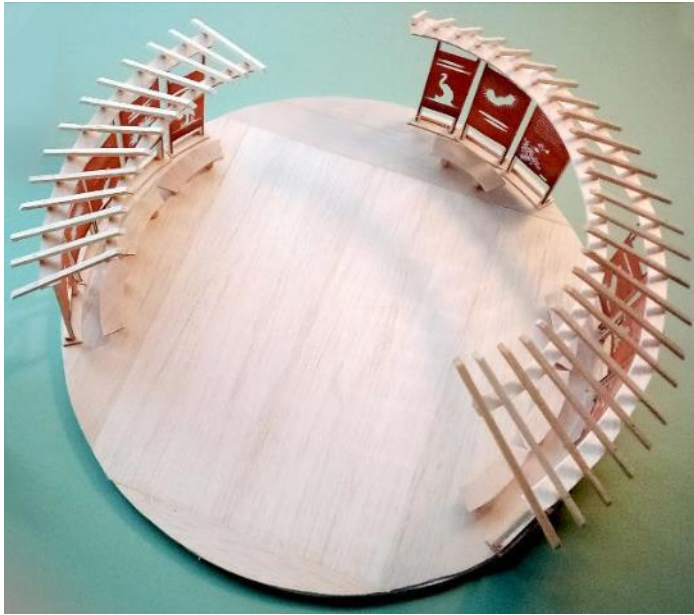
Gathering Circle

Rafters on the **Gathering Circle** are graduated in length and project 12 in. beyond the **Lower Circular Support**.

The rafters project above the **Upper Circular Support** at graduating lengths.

Roof Structures should extend by one rafter on each end beyond the Post supports. (This is not indicated on the models).

Roof Structures – Spiral Design

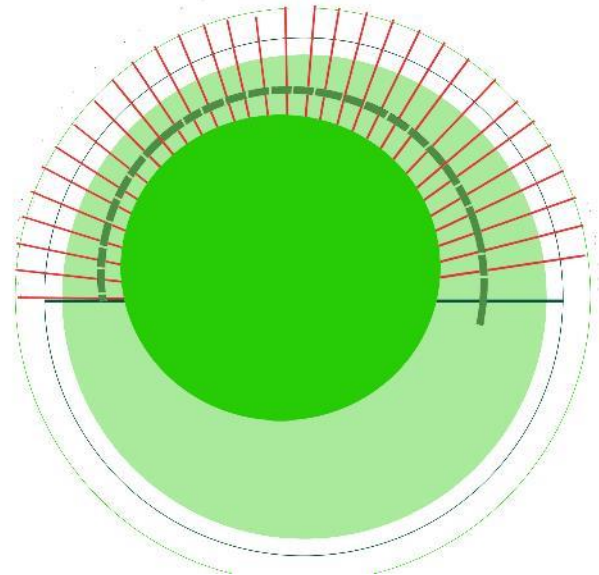


Gathering Circle

The two roof structures on the **Gathering Circle** form opposing spiral curves based on centers that are offset from the center of the 30 Ft. Circle.

The **Upper Circular Supports** curve inward at the same time the rafters get longer.

As a result, the longer rafters are higher at their upper ends.



Roof System - Shade Circles

The 5 **Shade Circles** use 6 Ft. Rafters (14 in total) which are supported by an Upper and Lower Circular Support. Circular Supports are parallel to the ground.

The Rafters are of equal length and create a partial oculus at the peak.

The Lower Circular Support rests on the posts of 3 Corten Steel Panels.

Rafters project ca. 12 inches past the Lower Circular Support.

The Shade Circles use the same materials as the Gathering Circles.

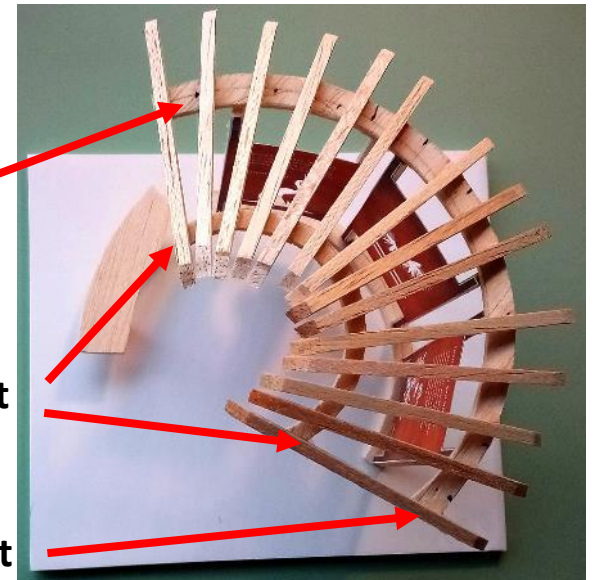


Shade Circle

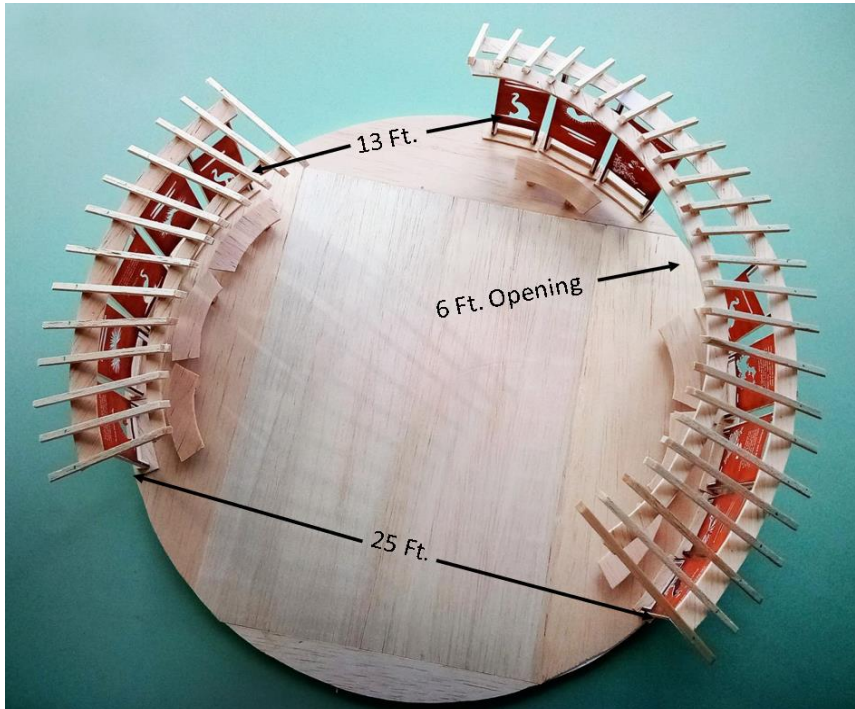
Lower Circular Support

Upper Circular Support

Lower Circular Support



Dimensions



Gathering Circle



Shade Circle

Corten Steel Panels and Posts

Laser-cut Panels

28 – Corten Steel 3 Ft. x 5 Ft.

28 – Laser cuttings

Every Panel will be different

56 – Panel Side Posts

1 - Sign Panel 4 ft. by 7 ft.

2 - Sign Panel Side Posts

Roof Materials - Rafters

Rafters – Timber Tech or Similar

In the Gathering Circle, Rafters graduate in length.
In the Shade Circles, the Rafters are the same length.

5 – Shade Circles

14 – Rafters, 6 Ft. long
C

Gathering Circle

Small Roof Section

13 – Rafters
(length, 6 ½ – 8 1/2 ft.)

Large Roof Section

24 – Rafters
(length, 5½ – 9ft.)

Entrance Sign

The 4 ft. by 7 ft. Entrance Sign is a laser-cut panel, attached to 2 end posts in Corten Steel, similar to the panels used in the Structures.

The Sign would be installed near the entrance to the Park from Ennis Joslin Road, set in cement and surrounded by a setting of cactus or other native plants.



Life-sized Statue of Native American Man

A Bronze Statue will be installed just beyond the Parking Lot. The bronze finish will be allowed to develop a natural patina and will require no maintenance.

The bronze Statue will represent a native man who might have lived by Oso Bay. His clothing would be a loincloth and his hair would be in braids. The statue will face East with the left hand raised to the rising sun.

Slightly larger than life-size and resting on a low pedestal of rocks and plants, the statue would be in a central area and approachable to touch. He represents thousands of years of different tribes who lived in the Coastal Bend.



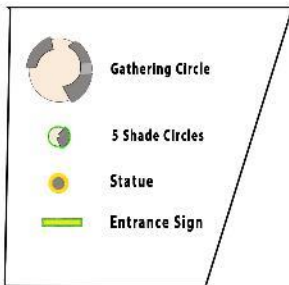
Sketch by sculptor,
Donna Dobberfuhl

Proposed ISHKA Site

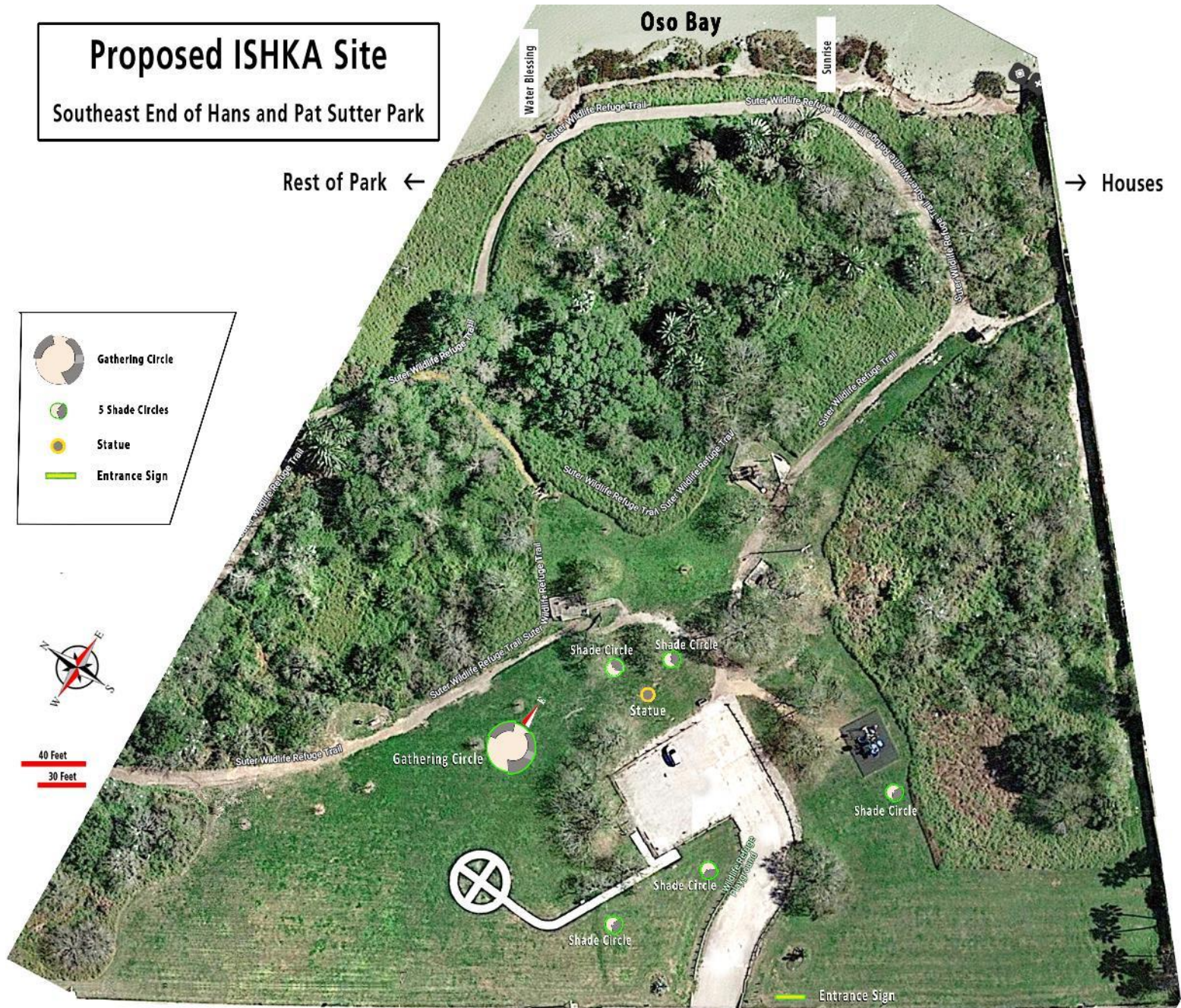
Southeast End of Hans and Pat Sutter Park

Rest of Park ←

→ Houses



40 Feet
30 Feet



Ennis Joslin Road

How ISHKA uses the site

During the Annual March and other ceremonies, the areas shown in teal on the map have been used for:

dancing

setting up teepees

food preparation.

Ishka members have enjoyed seeing other groups performing ceremonies on the site. They believe all are welcome.



Ennis Joslin Road

Orientation is Important

The **Statue** will be oriented facing East with the left hand raised to the rising sun while offering tobacco to the holy people. Larry Running Turtle Salazar tells us, “We get our blessings from the holy people right as the sun is rising”.



One entrance of the **Gathering Circle** will face East, the traditional entrance in Apache and other Nation's cultures.



Panel Topics and Suggested Locations

3-Panel Shade Circles

Location

Topics

Adjacent to Statue

History, Larry Running Turtle

Adjacent to Statue

Native American Practices

Near Driveway

Donor Panels

Walk to Medicine Wheel

Medicine Wheel, Teepees

By Playground

Indigenous Animals, Birds

Gathering Circle with series of Panels, 5, 5, 3

Topics

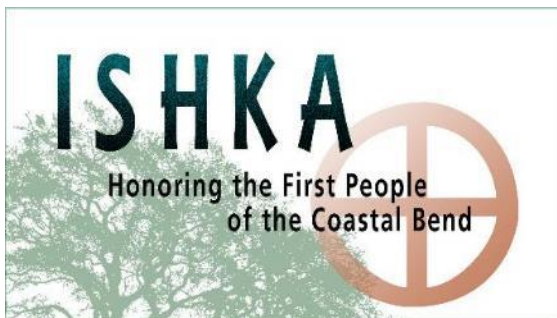
Ceremonies, Oso Bay waterscapes, Spiritual Sayings.



Rendering from Levy Dykema, Architects, for the Ishka Project



Rendering from Levy Dykema, Architects, for the Ishka Project



For more information

Candace Held

860-234-7031

cheld@earthlnk.net

EXHIBIT B

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

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

- D. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor'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 Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.

- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2024 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

01/01/2024 Risk Management – Legal Dept.