

## **MANN STREET PARKING LOT LEASE AGREEMENT**

WHEREAS, the City of Corpus Christi, Texas, ("City") is the owner of real property known as the Mann Street Parking Lot, located at the intersection of Mann Street and Mesquite Street, Corpus Christi, Texas, together with all improvements thereon ("Premise"); and

WHEREAS, the City has prioritized downtown revitalization and growing existing businesses; and

WHEREAS, The Results Companies, ("Lessee") desires to lease a portion of the Premise, to accommodate the hiring of an additional 150 employees over the coming years.

Lease agreement is made between *City of Corpus Christi*, a Home Rule Municipal Corporation ("City"), and *The Results Companies LLC*, of *100 NE Third Ave, Suite 200, Ft. Lauderdale, FL 33301* ("lessee").

The parties agree as follows:

### **SECTION ONE. DESCRIPTION OF PROPERTY**

City leases to Lessee that certain property owned by City located at the intersection of Mann Street and Mesquite Street described as follows: *portion of parking lot as described in exhibit A*, for use as a parking lot. The portion of the lot leased contains 85 parking spaces.

### **SECTION TWO. USE**

City does hereby lease, let, and demise to Lessee the Premise, together with all improvements located thereon. Lessee shall operate the Premise exclusively for the purpose of an employee parking lot. The parking lot usage will be limited to employee passenger vehicles.

### **SECTION THREE. RENT AND CONSIDERATION**

(A.) Payment. Lessee shall pay as rental to City \$2,000 per year, payable in advance upon execution of the lease and each subsequent year.

(B.) Local Employment. Lessee over the term of this Agreement shall hire an additional 150 employees as described in the schedule below.

| Year | Minimum Number of New Jobs Created Yearly | Minimum Total Number of Jobs Created pursuant to Lease Agreement |
|------|---|--|
| 1    | 50  | 50   |
| 2    | 50  | 100  |
| 3    | 50  | 150  |

Failure to meet the Performance Standards in any one year is cause for termination

of this lease.

Lessee agrees to confirm and document to the City that the minimum number of jobs created is maintained throughout the term by the lessee.

Lessee agrees to provide the City with a sworn certificate certifying the number of employees employed by the lessee at the effective date of this lease and each subsequent year.

- (C.) Maintenance. Lessee will maintain the Premise at its own expense. Lessee will maintain, at its sole expense, any improvements on the Premise, all fixtures connected therewith, all personal property thereon. Maintenance shall be of such quality as to maintain the Premise in a first-class condition.

#### **SECTION FOUR. DURATION; QUIET ENJOYMENT**

- (A.) This agreement takes effect upon execution by the City Manager or his designee.
- (B.) The term of this lease shall be for a period of three (3) years. Lessee may request to extend the lease for an additional two (2) years where local employment conditions are met and 150 employees are maintained during the extension.
- (C.) City covenants to keep lessee in quiet possession and enjoyment of the premises during the term of this lease.

#### **SECTION FIVE. INDEMNITY**

**Lessee shall assume all risks incident to the use of the leased premises as a parking lot and shall fully indemnify, save, and hold harmless the City, their respective officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims demands, and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with Lessee's activities or incidental to this Agreement, including any injury, loss or damage caused by the contributory negligence of any or all of the Indemnitees. Lessee must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based on those claims and demands with counsel satisfactory to Indemnitees, and pay all reasonable charges of attorneys and all other cost and expenses of any kind arising from the liability, damage, loss, claims, demands, or actions.**

#### **SECTION SIX. SUBLEASE OR ASSIGNMENT**

The leased premises shall not be sublet, in whole or in part, or this lease assigned or transferred without the prior, express, and written consent of City.

#### **SECTION SEVEN. SIGNAGE FOR PROPERTY**

Lessee shall, at the sole expense of lessee, identify the portion of the parking lot leased by way of painting curbs, parking surfaces and/or erection of parking signs indicating the spaces leased by Lessee.

#### **SECTION EIGHT. TOWING ENFORCEMENT**

All parking spaces on the leased Premise must have proper signage and identifying paint before towing can commence. Lessee will be responsible for the towing of unauthorized vehicles on leased Premise. Any towing conducted must be in compliance with State law.

#### **SECTION NINE. TERMINATION**

- (A.) Lessee shall have the right to terminate this Lease Agreement by giving City ninety (90) days prior written - notice of the date of termination, in which case all obligations on the part of Lessee shall also terminate as of the date of termination, so long as the Property is returned in same or better condition as upon the effective date of the Lease, normal wear and tear excepted. If the Property is not in such condition, Lessee shall repair the Property to such condition within sixty (60) days after termination of this Lease.
- (B.) If there is noncompliance with one or more of the provisions contained herein, either party may give written notice to the other party to cure or begin curing the default(s) within ten (10) days of receipt of notice. If there is not compliance or substantial compliance with each provision identified within ten (10) days of receiving said notice, the complying party may terminate this Agreement for cause by providing written notice of termination to the noncomplying party and listing one or more areas of continued noncompliance.

#### **SECTION TEN. ADDITIONS OR ALTERATIONS**

- (A.) Lessee shall not construct or erect any buildings or structures on the leased Premises without prior written approval of the City's Director of Facilities and Chief of Police , except for the required signage and curb markings.
- (B.) If construction is approved, Lessee must obtain clearance, in writing, from the City's Risk Manager that the proposed addition or alteration will be covered under the insurance policy in force during the term of the Agreement before proceeding with any type of addition or alteration to the Premises or to the Improvements.
- (C.) All construction must be made at Lessee's sole expense. All construction installed by Lessee must be repaired and/or replaced at Lessee's expense and may be removed by Lessee at the expiration or termination of the Agreement if they may be removed without damaging the Premises or any Improvements. All additions or

alterations made by the Lessee which are not removed at the expiration or termination of this Agreement become the property of City without necessity of any legal action.

- (D.) If constructing New Improvements, Lessee shall ensure that the plans and specifications shall be prepared by state-licensed architects or engineers. The plans and specifications are subject to prior written approval of the City Director of Facilities and Chief of Police, and subject to execution of a separate agreement between the parties.

**SECTION ELEVEN. PROPERTY OF CITY.**

Upon expiration of this Lease Agreement, or upon termination thereof for any reason, all buildings, improvements, and fixtures placed on the Property by Lessee shall become property of City.

**SECTION TWELVE. LANDLORD/TENANT.**

It is specifically agreed and understood that the parties intend and do hereby create a landlord/tenant relationship, and this Lease Agreement shall be construed conclusively in favor of that relationship. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein, nor any of the acts of the parties hereto, shall be deemed to create any relationship between the parties herein other than that of Landlord and Tenant.

**SECTION THIRTEEN. GOVERNING LAW AND VENUE**

This lease shall be governed by, construed, and enforced in accordance with the laws of The State of Texas. Venue for any legal action related to this Agreement is in Nueces County, Texas.

**SECTION FOURTEEN. ATTORNEY'S FEES**

If any action is filed in relation to this lease, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the attorney's fees of the successful party.

**SECTION FIFTEEN. ADVERTISING AND SIGNAGE.**

The City Director of Facilities and Chief of Police have the right to prohibit any advertising and/or signage by Lessee at the Premises which impairs the reputation of the Premises or the City.

**SECTION SIXTEEN. NON-DISCRIMINATION.**

Lessee shall not discriminate nor permit discrimination against any person or group of persons, as to employment and in the provision of services, activities, and programs related to this Agreement, on the grounds of race, religion,, national origin, sex, physical or mental disability, or age, or in any manner prohibited by the laws of the United States or the State of Texas.

**SECTION. SEVENTEEN. COMPLIANCE WITH LAWS.**

Lessee must comply with all applicable Federal, State, County, and City laws, rules, regulations, and ordinances which may be applicable to its operation at the Premises and its performance under this Agreement. This Agreement is also subject to applicable provisions of the City Charter.

**SECTION EIGHTEEN. INSURANCE.**

Lessee must secure and maintain at Lessee's expense, during the term of this agreement, a Commercial General Liability insurance policy with the limits and requirements shown on Exhibit "B," which is attached to this Agreement and incorporated in this Agreement by reference.

**Section NINETEEN. NO DEBTS.**

Lessee must not incur any debts or obligations on the credit each other's behalf during the term of this agreement.

**SECTION TWENTY. NOTICE.**

Any required written notices shall be sent mailed, certified mail, postage prepaid, addressed as follows:

**City:**  
City of Corpus Christi  
Attn: Business Liaison  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

**Lessee:**  
The Results Companies  
Attn: Director of Facilities  
100 NE Third Avenue  
Fort Lauderdale, FL 33301

**SECTION TWENTY ONE. AMENDMENTS.**

No alterations, changes, or modifications of the terms of this Agreement nor the wavier of any provision will be valid unless made in writing and signed by persons authorized to sign agreements on behalf of each party.

**SECTION TWENTY TWO. WAIVER.**

(A.) The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by said party of any its rights hereunder. No waiver of any covenant or condition of this Agreement by either party at any time, express or implied, shall be taken to constitute a waiver of any subsequent breach of the covenant or condition nor shall justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof.

- (B.) If any action by Lessee requires the consent or approval of the City on one occasion, any consent or approval given on said occasion will not be deemed a consent or approval or approval of the same or any other action at any other occasion. Any waiver or indulgence of Lessee's default of any provision of the Agreement shall not be considered an estoppel against the City
- (C.) It is expressly understood that, if at any time Lessee is in default in any of its conditions or covenants hereunder, the failure on the part of the City to promptly avail itself of any rights and remedies which the City may at any time avail itself of said rights and remedies or elect to terminate this Agreement on account of said default.

#### **SECTION TWENTY THREE. FORCE MAJEURE.**

No party to this Agreement will be liable for failures and delays in performance due to any cause beyond their control including, without limitation, any failures or delays in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. The rights and obligations of the parties will be temporarily suspended during this period to the extent performance is reasonably affected.

#### **SECTION TWENTY FOUR. AMENDMENTS.**

No changes or modifications to this Lease Agreement shall be made, nor any provision waived, unless in writing signed by a person authorized to sign agreements on behalf of each party. This Lease Agreement supersedes all previous agreements between the parties.

#### **SECTION TWENTY FIVE. DISCLOSURE OF INTERESTS.**

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

#### **SECTION TWENTY SIX. ENTIRETY CLAUSE.**

This Agreement and the attached and incorporated exhibits constitute the entire agreement between the City and Lessee for the purpose granted. All other agreements, promises, representations, and understandings, oral or otherwise, which reference to the subject matter hereof, unless contained in this Agreement are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Agreement and its exhibits of the terms, conditions, promises, and covenants governing each party's performance hereunder and relating to Lessee's use of the Premises.

Each party to this agreement has caused it to be executed at on the date indicated below, both of which hereby represent that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the PARTIES.

CITY OF CORPUS CHRISTI

ATTEST:

\_\_\_\_\_  
Ronald L. Olson, City Manager

\_\_\_\_\_  
Rebecca Huerta, City Secretary

\_\_\_\_\_  
Date

THE RESULTS COMPANIES LLC

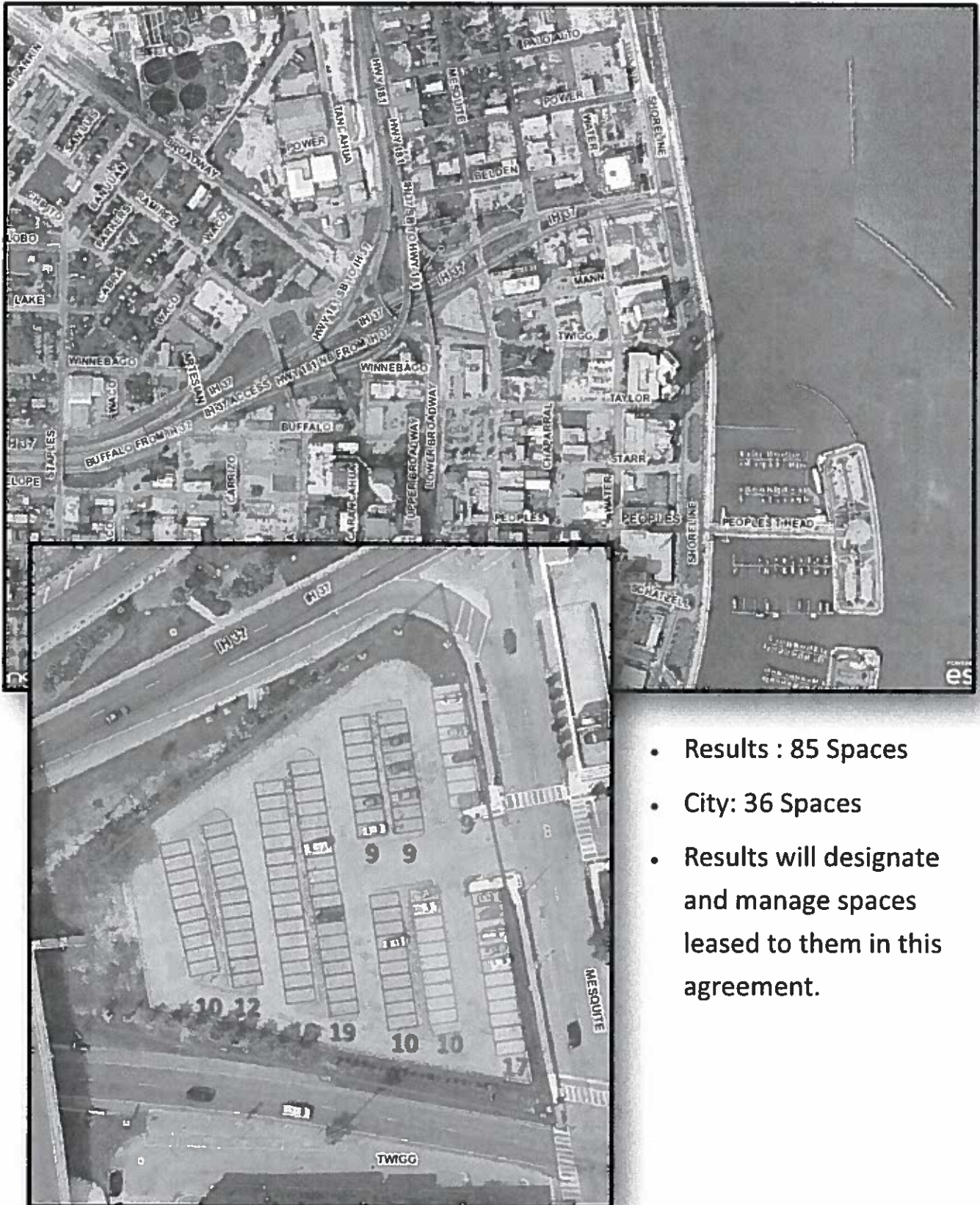
  
\_\_\_\_\_  
Chief Financial Officer  
Angelo A. Gencarelli III

10/8/15  
\_\_\_\_\_  
Date

Approved as to legal form: \_\_\_\_\_, 2015

\_\_\_\_\_  
Buck Brice  
Assistant City Attorney  
For City Attorney

## Exhibit A—Mann Parking Lot Lease



- Results : 85 Spaces
- City: 36 Spaces
- Results will designate and manage spaces leased to them in this agreement.

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### I. LESSEE'S LIABILITY INSURANCE

- A. Lessee must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Lessee must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Lessee must furnish to the City's Risk Manager and Director of Engineering, one (1) copy of Certificates of Insurance 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, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.**

| TYPE OF INSURANCE  | MINIMUM INSURANCE COVERAGE   |
|--|--|
| 30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.  | <b>Bodily Injury and Property Damage</b><br>Per occurrence - aggregate                               |
| COMMERCIAL GENERAL LIABILITY including:<br>1. Commercial Broad Form<br>2. Premises – Operations<br>3. Products/ Completed Operations<br>4. Contractual Liability<br>5. Independent Contractors<br>6. Personal Injury- Advertising Injury | \$1,000,000 Per Occurrence<br>\$2,000,000 Aggregate  |
| AUTO LIABILITY (including)<br>1. Hired and Non-Owned   | \$500,000 Combined Single Limit  |
| PROPERTY INSURANCE   | Lessee shall be responsible to insure all owned, leased and rented property utilized in parking lot. |

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

#### II. ADDITIONAL REQUIREMENTS

- B. Lessee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lessee's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Lessee shall be required to submit renewal certificates of insurance throughout the term of this contract

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

2015 Insurance Requirements  
Engineering Department  
Lease of Parking Lot  
7/7/2015 ds Risk Management



**EXHIBIT C**  
**CITY OF CORPUS CHRISTI**  
**DISCLOSURE OF INTEREST**

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

**COMPANY NAME:** The Results Companies LLC

**STREET ADDRESS:** 100 NE 3<sup>rd</sup> Ave. Suite 200

**CITY:** Fort Lauderdale

**STATE:** FL

**ZIP:** 33301

**FIRM IS:**      1. Corporation ☒      2. Partnership ☐      3. Sole Owner ☐  
                  4. Association ☐      5. Other ☐ \_\_\_\_\_

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

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

| Name  | Job Title and City Department (if known) |
|-------|--|
| NA    |  |
| _____ | _____                                    |
| _____ | _____                                    |
| _____ | _____                                    |

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

| Name  | Title |
|-------|-------|
| NA    |       |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

| Name  | Board, Commission or Committee |
|-------|--------------------------------|
| NA    |                                |
| _____ | _____                          |
| _____ | _____                          |
| _____ | _____                          |

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

| Name  | Consultant |
|-------|------------|
| NA    |            |
| _____ | _____      |
| _____ | _____      |
| _____ | _____      |

## FILING REQUIREMENTS

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

## CERTIFICATION

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

Certifying Person: Angelo A. Gencarelli Title: CFO  
Signature of Certifying Person:  Date: 12/8/15

## DEFINITIONS

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