

**AGREEMENT FOR SHOE SHINE CONCESSION AND LEASE
AT THE
CORPUS CHRISTI INTERNATIONAL AIRPORT**

This **CONCESSION AND LEASE** agreement ("Agreement") is made and entered into by and between the City of Corpus Christi, a Texas municipal home-rule corporation ("City") acting through its City Manager or his designee ("City Manager") and Carl Walker, a sole proprietor doing business under the tradename "Whatchamacaller's Place" ("Concessionaire").

WHEREAS, the City owns and operates the Corpus Christi International Airport located in Corpus Christi, Nueces County, Texas ("Airport");

WHEREAS, the City has determined that the operation of a shoe shine concession ("Service") and associated lease of terminal space at the Airport is desired; and

WHEREAS, the Concessionaire has offered to provide this Service at the Airport under the terms and conditions stated in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants expressed in this Agreement, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon execution by the City Manager and continues for a period of 12 months, unless terminated earlier as provided in this Agreement.

Section 2. Premises. In order for Concessionaire to provide the Service, the City leases to Concessionaire the necessary space inside the Airport terminal building, as shown in the floor plan attached as **Exhibit "A"** to this Agreement ("Premises"), the content of which exhibit is incorporated by reference into this Agreement as if fully set out in its entirety. The Director of Aviation or his designee ("Director") may relocate the Premises to a reasonably comparable location, upon 10 days advance written notice to Concessionaire, in the event such relocation is deemed necessary by the Director. Concessionaire agrees and acknowledges that one or more relocations may occur during the term of this Agreement. In the event a relocation of the Premises occurs, a new Exhibit "A" will be attached to and incorporated into this Agreement and is deemed to replace the previous Exhibit "A" without the necessity of a formal executed amendment to this Agreement.

Section 3. Concession and Rental Fee; Payment; Books and Records.

A. Concessionaire must remit a monthly concession and rental fee ("Rent") to the City during the term of this Agreement. Rent, as further delineated below, is either (1) a percentage of the gross revenues derived from operation of the Service conducted by Concessionaire under this Agreement, as follows: 5% of gross revenues, (2) is a fractional 1/12th share of an established minimum annual guarantee ("MAG"), to be set at

the beginning of the seventh month of the term of this Agreement, or (3) is the greater of 5% of gross revenues or the MAG, as may be applicable.

B. "Gross revenues" as used in this Agreement means the aggregate amount of all sales made, money received, and Services performed by Concessionaire for cash or credit regardless of when and whether or not paid for by Concessionaire's customers and excludes federal and state taxes, including sales taxes where billed to the customer by Concessionaire as a separate item.

C. For the first six months of this Agreement, Concessionaire shall remit 5% of gross revenues as Rent. By the 10th day of the seventh month of the term, the amount of Rent paid for the previous six months will be averaged by the Director to establish a MAG amount for the remainder of the term of the Agreement, and the Concessionaire shall be promptly notified of the MAG amount. Rent due from the Concessionaire beginning with month seven and for the remainder of the term (a total of six months) will be 5% of gross revenues or the MAG amount, whichever is greater.

D. Concessionaire must file with the Director on or before the 5th day of each month a monthly report of gross revenues for the previous month and pay the City its monthly Rent as stated in the report. This statement of gross revenues must be certified as to its truthfulness by Concessionaire. The City will provide the format required for monthly reporting, which Concessionaire must use.

E. Concessionaire must keep true and accurate accounts, records, books, and data showing all gross revenues of its business. The City Manager or Director may, at all reasonable times, inspect and audit such accounts, records, books, cash registers (if any), and other data relating to Concessionaire's business to confirm Concessionaire's gross revenues as defined in this Agreement.

Section 4. Concession and Premises Use.

A. Concessionaire may use the Premises for the following purposes and no other use without the specific prior written permission of the Director: For the operation of a shoe shine stand.

B. Concessionaire must furnish all equipment and tools necessary to perform the Services at the Premises. Any improvements to the Premises necessary to operate the concession must be provided to and approved by the Director prior to installation in the Airport. Title to all improvements constructed, installed, or attached to the Premises pass to the City upon the termination or expiration of this Agreement. Title to all trade fixtures, tools, equipment, and expendable goods furnished by Concessionaire at all times during the term of this Agreement remains with Concessionaire.

C. Maintenance of Premises. Concessionaire must maintain the Premises in a clean condition at its sole expense. The Concessionaire shall provide for the adequate sanitary handling and disposal, away from the terminal, of all trash, garbage and other refuse caused as a result of the Services and operation of its business. Concessionaire shall provide and use a suitable covered metal receptacle for all garbage, trash and

other refuse generated on or in connection with the Premises. The piling of boxes, cartons, barrels, or other similar items on or about the Premises by Concessionaire is prohibited. As the Premises is located within the Airport terminal maintained by the City, any repair requests related to the Premises must be forwarded in writing to the Director upon observation by Concessionaire but in no event later than the end of the same business day.

D. The Director may, at all reasonable times and without notice, enter upon the Premises to determine if satisfactory maintenance is being performed. If the maintenance does not meet the reasonable standards of the City, the Director will notify Concessionaire in writing. If corrective maintenance is not performed by Concessionaire within three days following receipt of written notice, the Director or the Director's agent may enter upon the Premises, perform the required maintenance, and charge the cost plus 10% administrative expense to the Concessionaire. If the required corrective maintenance is a safety issue, the three-day written notice is waived, and the corrective maintenance to be performed must be completed immediately upon oral or written notification to the Concessionaire.

E. Concessionaire must present a clean and neat personal appearance and provide courteous and efficient Service to Airport customers. Concessionaire is prohibited from using obscene language and from personally acting or conducting Services in a loud, boisterous, or otherwise unprofessional manner.

F. Concessionaire's Work Schedule for Services. For the first six months of the Agreement, Concessionaire may exercise flexibility in determining the number of hours and day(s) each week to provide Services based on pedestrian 'traffic' in the terminal, peak business times, and seasonality of travel by passengers; however, in no event, may the number of hours in which Services are provided be less than one hour each week. Concessionaire may not arrive at the Premises any earlier than one and one-half hours before the first arrival or departure of any airline on a given day, whichever occurs earlier in time, nor may remain in the terminal any later than one hour after the last arrival or departure of any airline on a given day, whichever occurs later in time. At the end of the first six months of the Agreement, Concessionaire must establish regular work days and hours during which Services will be provided and submit a written copy of the schedule to the Director, such schedule being subject to the final approval of the Director based on the business needs of the Airport. The schedule must be submitted by Concessionaire no later than the third business day of the seventh month, and such schedule will become effective on the day following written acceptance by the Director. In the event changes to any approved schedule are desired by either party during the remaining period of the Agreement, the parties shall meet to mutually discuss and resolve any requested schedule changes and commit the changes, if any, to a signed writing.

G. Quality; Reasonable Price for Services. In entering into this Agreement, the City has foremost in mind the traveling public with quality commodities and services at a reasonable price. To accomplish this, Concessionaire must provide quality Services at competitive prices. Exhibits B and C, which are attached to this Agreement, include the equipment and prices Concessionaire will provide and charge, respectively, to

produce the Services and such exhibits are incorporated by reference as if the content were set out here in its entirety. Concessionaire may adjust its prices upon 60 days advance written notice to the Director, with the Director's concurrence to such concession changes not to be unreasonably withheld.

H. Operational Costs. Concessionaire must pay for all costs of operating under this Agreement including, but not limited to, maintenance of the Premises, insurance, supplies, and the payment of all taxes, permits and licenses required by law.

I. Laws, Ordinances, Rules, and Regulations. Concessionaire shall observe and obey all federal, State, and local laws, rules, and regulations which are applicable to its operation at the Airport. The Director may adopt and enforce reasonable rules, regulations, and directives with respect to the use of the Airport, terminal building, and related facilities, which Concessionaire agrees to obey and observe.

Section 5. Cancellation and Termination by the City. Without limiting any other rights and remedies to which City may be entitled at common law, statutory law, or as elsewhere provided in this Agreement, this Agreement may be terminated by the City if Concessionaire:

- (a) Is in arrears in paying the rent, fees, or other charges due under the Agreement for 10 business days following written notice from the City;
- (b) Makes a general assignment for the benefit of creditors or if a proceeding in bankruptcy, receivership, or insolvency of any nature is instituted by or against Concessionaire, then the City may, at its option, cancel this Agreement;
- (c) Abandons the Premises ["abandon" shall mean failing to provide Services at the Premises for a period in excess of 10 days]; or
- (d) Otherwise defaults in the performance of any other material covenant of this Agreement and continues the default for 10 days, or such other time as may be provided herein, after receipt of written notice from the Director of the default. If the default cannot reasonably be cured within said 10 days or within any other time as set out in the notice of default, Concessionaire shall not be deemed in default if Concessionaire commences the remedy process within the applicable period and thereafter diligently prosecutes the same to completion within a reasonable time period as agreed to by the Director; otherwise, Concessionaire will be determined to be in default.

Section 6. Cancellation by Concessionaire. Without limiting any other rights and remedies to which Concessionaire may be entitled by common law, statutory law, or as elsewhere provided in this Agreement, this Agreement may be terminated by Concessionaire at any time upon the occurrence of one or more of the following events:

- (a) The City's permanent abandonment of the Airport;

(b) The lawful assumption by the U. S. Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or of any substantial part or parts thereof, which substantially restricts the Concessionaire from operating at the Premises for a minimum of 180 calendar days;

(c) The issuance by any court of competent jurisdiction of an injunction that prevents or restrains the use of the Airport or the Premises that continues for at least 180 days; or

(d) The default by the City in the performance of any covenant or obligation to be performed by the City and such failure to remedy the default continues for a period in excess of 10 days after receipt from Concessionaire of written notice to remedy the same.

Section 7. Right to Amend. If the FAA or its successor agency requires modifications or amendments to this Agreement as a condition precedent to the granting of funds to the City for Airport improvements, Concessionaire agrees to consent to the modifications or amendments to the Agreement as may be reasonably required, provided, however, Concessionaire will not be required to pay any increased rent, change the use of the Premises, or accept a relocation or reduction in size of the Premises until Concessionaire and Airport have fully executed an amendment to this Agreement that is mutually satisfactory to both parties regarding any terms or conditions of this Agreement affected by said actions of the FAA.

Section 8. Subordination to US/FAA Requirements. This Agreement is subordinate to the provisions of any existing or future agreement between the City, acting through the Airport, and the United States of America relating to the operation or maintenance of the Airport, where the execution of said agreement(s) is required as a condition to the expenditure of federal funds for the development of the Airport. If the effect of said agreement(s) with the United States, either under this Section 8 or under Section 7 above, is to remove any or all of the Premises from the control of Airport or to substantially destroy the value of the Premises, then this Agreement shall terminate immediately without any further obligation on part of City to Concessionaire.

Section 9. Security. Concessionaire, its officers, employees, agents, contractors, and invitees must comply with all applicable federal and local security regulations, as the same may be amended. **To the extent allowed by law, Concessionaire covenants to indemnify and hold harmless City, its officers, and employees from any charges, fines, or penalties that may be assessed or levied by the FAA or Transportation Security Administration by reason of the negligent or intentional failure of Concessionaire, its officers, employees, agents, contractors, or invitees to comply with security regulations, regardless of whether the fine, charge, or penalty is levied against the City or the Concessionaire.**

Section 10. Nondiscrimination/Affirmative Action.

A. Nondiscrimination—General. Concessionaire for itself, and as a requirement for any sublessee, and their personal representatives, successors in interest, and assigns, as a

part of the consideration of this Agreement, covenants that: (1) no person on the grounds of race, creed, color, religion, sex, age, national origin, handicap, or political belief or affiliation will be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of the Premises; (2) in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, age, national origin, handicap, or political belief or affiliation will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (3) Concessionaire will cause to the best of its ability the Premises and improvements to be in compliance with all other requirements imposed by or pursuant to 14 CFR Part 152, Subpart E Non Discrimination in Aid Program and Title VI of the Civil Rights Act of 1964 and 49 CFR, Subtitle A, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Title and Regulations may be amended, and with other applicable state or federal laws or regulations, as amended.

B. Nondiscrimination—Business Owner. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Concessionaire for itself, and as a requirement for any sublessee, agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award of performance or any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

C. Remedy for Breach. If the Concessionaire is found by a final verdict of a court of competent jurisdiction to have deliberately breached a non-discrimination covenant, or to have permitted any sublessee to deliberately breach a non-discrimination covenant, the City may immediately enforce the remedies directed by the Court's decision, which may include the City's right to reenter the Premises, retake possession thereof, and terminate this Agreement, including the concession and lease of the Premises. This provision is not effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are completed, including exercise of any rights to appeal.

D. Affirmative Action. Concessionaire shall cause to be implemented an affirmative action program as required by 14 CFR Part 152, Subpart E, to provide (i) that no person on the grounds of race, creed, color, religion, sex, age, national origin, handicap, or political belief or affiliation is excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E; (ii) that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that subpart; (iii) that third parties otherwise retained by Concessionaire shall provide similar assurances to Concessionaire to undertake affirmative action programs and to require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E. Concessionaire, at no expense to the City, shall comply with any applicable requirements of the Americans with Disabilities (ADA) as it may be amended, with respect to the Premises and its improvements.

Section 11. Acceptance of Premises Disclaimer.

CONCESSIONAIRE ACKNOWLEDGES THAT IT IS LEASING THE PREMISES "AS IS, WHERE IS" IN ITS PRESENT CONDITION WITH ALL FAULTS INCLUDING, BUT NOT LIMITED TO, ANY AND ALL POLLUTANTS, ASBESTOS, UNDERGROUND STORAGE TANKS, AND ANY OTHER HAZARDOUS MATERIALS AS MAY EXIST ON THE PREMISES AND THAT NEITHER CITY NOR ANY EMPLOYEE OR AGENT OF CITY HAS MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF SUCH PREMISES. CONCESSIONAIRE ACKNOWLEDGES AND AGREES THAT CONCESSIONAIRE HAS BEEN PROVIDED, TO ITS SATISFACTION, THE OPPORTUNITY TO INSPECT THE PREMISES FOR ANY DEFECTS AS TO THE SUITABILITY OF SUCH PROPERTY FOR THE PURPOSE TO WHICH THE CONCESSIONAIRE INTENDS TO PUT THE PREMISES AND IS RELYING ON ITS OWN INSPECTION. THIS AGREEMENT IS SUBJECT TO ALL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER MATTERS OF RECORD AND NOT OF RECORD APPLICABLE TO THE PREMISES.

Section 12. Fiscal Year. By execution of this Agreement, Concessionaire acknowledges that the continuation of this Agreement or any concession and lease contract with Concessionaire after the close of any fiscal year of the City, which fiscal year ends on September 30 annually, is subject to budget approval and sufficient appropriations by the City Council for such contract item as an expenditure in the next fiscal budget. The City does not represent nor warrant to Concessionaire that a budget item providing for this Agreement or any other concession and lease contract in any future fiscal budget will be actually adopted, as that determination is within the sole discretion of the City Council at the time of adoption of each fiscal budget.

Section 13. City's Obligations.

A. City agrees to operate the Airport as a public airport during the term of this Agreement, subject to the assurances given by the City to the United States Government.

B. In exchange for Concessionaire's promise to maintain the Premises on a regular basis and subject to sufficient annual appropriations in the City's annual Airport budget, the City agrees to pay utility usage charges for electricity supplied to the Premises during the term of this Agreement. Concessionaire must procure and pay for all other utility usage, such as gas, wastewater, cable, Internet, and telephone charges, if applicable, that are supplied to the Premises during the term of this Agreement as the charges become due and payable. IN NO EVENT WILL THE CITY BE LIABLE TO CONCESSIONAIRE FOR ANY INTERRUPTION OR FAILURE IN THE SUPPLYING OF ANY UTILITIES TO THE PREMISES, INCLUDING THOSE WHICH THE CITY HAS AGREED TO FURNISH.

Section 14. Insurance. Concessionaire must provide insurance in the amounts and types of coverages required by the City's Risk Manager or the Risk Manager's designee ("Risk Manager") as are set out in the attached Exhibit C, the content of which is incorporated into this Lease as if set out herein in its entirety. Concessionaire must cause certificate(s) of insurance to be provided to the Aviation Director and Risk

Manager not less than 30 days prior to the annual anniversary date of the Effective Date of this Lease. The Risk Manager will annually assess the level and types of insurance required by the Concessionaire. The Risk Manager may increase or decrease the level or types of insurance by giving Concessionaire notice not less than 60 days prior to the annual anniversary date of the Effective Date of the Lease. Concessionaire shall have 30 days to procure the changed insurance and provide written proof of insurance to the Aviation Director and Risk Manager.

Section 15. Indemnification.

A. CONCESSIONAIRE SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, "INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, LIENS, JUDGMENTS, FINES, PENALTIES, AWARDS, LAWSUITS, CAUSES OF ACTION, AND EXPENSES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY CLAIMS AND ALL EXPENSES OF LITIGATION (INCLUDING MEDIATION AND ARBITRATION), COURT COSTS, REASONABLE ATTORNEYS' FEES, AND EXPERT WITNESS FEES, ON ACCOUNT OF PERSONAL INJURIES (INCLUDING WORKERS' COMPENSATION AND DEATH CLAIMS), PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF DAMAGES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH, OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR PARTY. CONCESSIONAIRE MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM OR OUT OF ANY OF SAID LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, OR DAMAGES. THE INDEMNIFICATION OBLIGATIONS OF CONCESSIONAIRE UNDER THIS SECTION SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

B. Notice of Claim or Action. Notwithstanding the above indemnifications, Concessionaire must give the Aviation Director and Risk Manager written notice of any accident or

other matter covered under this section and forward to the Aviation Director and Risk Manager copies of every notice, demand, claim, summons, or other process communication received within 10 days of Concessionaire's receipt of same.

Section 16. City's Right to Entry upon Termination. If the Agreement is terminated, the City may enter upon the Premises. In the event of termination, the Director may enter onto the Premises to remove any and all persons or property from the Premises and place any property in storage for the account of and at the expense of Concessionaire. **Excluding any personal property owned by the City that may be provided at the Premises by the City, all personal property on the Premises is hereby subjected to a contractual landlord's lien to secure payment of delinquent rent and other sums due and unpaid under this Agreement, any and all exemption laws are hereby expressly waived in favor of said landlord's lien; and it is agreed that said landlord's lien is not a waiver of any statutory or other lien given, or which may be given, to City but is in addition thereto.** In the case of termination of this Agreement by either party, if Concessionaire fails to remove any of its furniture, fixtures, equipment, or other personal property from the Premises within ten (10) days following the termination of this Agreement, the Director may, at his option, take title to said personal property, remove the same, and sell the property found on the Premises at a public or private sale with proceeds of the sale applied first to the cost of the sale, then to the cost of storage of the property, if any, and then to the indebtedness of Concessionaire, with the surplus, if any, to be mailed to Concessionaire at the address herein designated. **To the extent allowed by law, Concessionaire further agrees to hold harmless and indemnify City, including its officers, agents, and employees, against, from any loss or damage or claim arising out of City's action in collecting monies owed to it under this paragraph, except for any loss, damage, or claim caused by the gross negligence or willful misconduct of the City or its employees.**

Section 17. Notice of Termination. If an event of material default occurs, and after due written notice the defaulting party has failed to cure or failed to commence to cure, the complaining party may, at any time after the expiration of any such cure period, terminate this Agreement by providing written notice of termination to the defaulting party. The Agreement will be terminated on the date specified in the notice but not sooner than ten (10) business days after the postmarked date of the notice.

Section 18. Notices.

A. With the exception of notices to be provided to the City under the indemnification provisions of Section 15 of this Agreement, all notices required to be sent under this Agreement are deemed sufficient if in writing and sent by (1) certified mail, return receipt requested, postage prepaid, (2) by overnight delivery service with proof of delivery, or (3) delivered in person, and properly addressed as below:

If to City: Director of Aviation
Corpus Christi International Airport
1000 International Drive
Corpus Christi, TX 78406

If to Concessionaire: Carl Walker
4822 Blackjack Place
Corpus Christi, TX 78416

B. Either party may change the address to which notice must be addressed under this section by providing the other party with notice of the new address under any of the methods set out in this section.

Section 19. Disclosure of Interest. The City's Code of Ordinances, Section 2-349, as amended, requires all persons seeking to do business with the City to complete and provide a "Disclosure of Interest" form of the type attached to this Agreement as Exhibit E. The content of the completed Exhibit E by Concessionaire is incorporated into this Agreement by reference as if fully set out in this section. Concessionaire is obligated to provide an updated Disclosure of Interest should any information submitted in Exhibit E and incorporated into this Agreement by reference change prior to approval of the execution of this Agreement by the City Council. Concessionaire must also ensure that it complies with the requirements of the Texas Ethics Commission and files Form 1295 and also complies with the provisions of Chapter 176 of the Texas Local Government Code and files a Conflict of Interest Questionnaire if required to do so. More information on this requirement may be found by accessing the City's website.

EXECUTED IN DUPLICATE ORIGINALS this _____ day of _____, 2016

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Ronald L. Olson
City Manager

Approved as to legal form:

Elizabeth Hundley, Assistant City Attorney
for the City Attorney

CONCESSIONAIRE: Carl Walker, doing business as Whatchamacaller's Place

Carl Walker
Carl Walker

Date: March 21, 2016

ACKNOWLEDGMENT

**STATE OF TEXAS §
 §
COUNTY OF NUECES §**

KNOW ALL BY THESE PRESENTS:

This instrument was acknowledged before me on March 21, 2016, by Carl Walker.

Liane Caday
Notary Public, State of Texas

ATTACHED AND INCORPORATED BY REFERENCE:

Exhibit A – Premises
Exhibit B – Equipment
Exhibit C – Services Pricing
Exhibit D – Insurance Requirements; Release and Covenant
Exhibit E – Disclosure of Interests, completed form



Shoe Shine Stand Location

AMERICAN STD.

CONTINENTAL

SOUTHWEST STD.

1st FLR LEVEL

Shoe Shine Stand Location

1st FLR LEVEL

AMERICAN STD

CONTINENTAL

SOUTHWEST STD

Shoe Shine Stand Location

1st FLR LEVEL

AMERICAN STD

CONTINENTAL

SOUTHWEST STD

Shoe Shine Stand Location

1st FLR LEVEL

AMERICAN STD

CONTINENTAL

SOUTHWEST STD

EXHIBIT B

Equipment List – Whatchamacaller's Place – CCIA Terminal

Shoe Shine Stand

2 chairs

One stool

One trash can

Dust Pan

One coat rack

One floor mat

EXHIBIT C

Service Price List – Whatchamacaller’s Place – CCIA Terminal

Mens Shoes and Boots

Calf Skin Shoes	Regular Shine	\$6
Cowboy Boots-Wellington Boots		\$8
Belts – Wallets	Plain Finish	\$4
Designer Belts – Designer Wallets		\$6
Alligator – Snake Skin – Lizard – Ostrich Shoes		\$8
Alligator – Snake Skin – Lizard – Ostrich Boots		\$10
Suede – Buckskin Shoes		\$10
Nubuck Cowboy Boots – Wellington Boots (Suede)		\$12
	Sole Dressing	\$2
Boots – Shoes – Two Tone	Extra	Variable based on Color

Ladies Shoes and Boots

Shoes (Dress) Smooth Skin (one color)		\$3
High Tops or Ankle Tops		\$6
Above the calf		\$8
Two Tone	Extra	Variable based on Color
Alligator – Snake – Lizard – Ostrich Skin Shoes		\$5
Alligator – Snake – Lizard – Ostrich Skin Boots		\$10
Suede – Nubuck Shoes		\$8
Suede – Nubuck Over the calf Boots		\$14
Belts & Wallets		\$4
Designer Belts & Wallets		\$6
Shoulder Bags, Handbags		Variable based on Size and Color

EXHIBIT D

INSURANCE REQUIREMENTS

I. CONCESSIONAIRE'S LIABILITY INSURANCE

- A. Concessionaire must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Concessionaire must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Concessionaire must furnish to the City's Risk Manager and Director of Aviation within five days of the execution of the contract 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.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Concessionaires 6. Personal Injury- Advertising Injury	\$300,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned and Non-Owned	State of Texas minimum limit: \$30,000/\$60,000/\$25,000
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	For Paid Employees Statutory and complies with Part II of this Exhibit.
Employer's Liability	\$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, Concessionaire 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, Concessionaire 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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Concessionaire is not domiciled in the State of Texas.
- B. Concessionaire shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Concessionaire'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. Concessionaire 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. **Concessionaire 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;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, 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, Concessionaire shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Concessionaire'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 Concessionaire'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 Concessionaire to stop work hereunder, and/or withhold any

payment(s) which become due to Concessionaire hereunder until Concessionaire demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Concessionaire may be held responsible for payments of damages to persons or property resulting from Concessionaire's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Concessionaire'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

Aviation

Shoeshine Concessionaire Lease Agreement

8/3/2015 ds Risk Management

RELEASE OF LIABILITY AND COVENANT NOT TO SUE

STATE OF TEXAS §

COUNTY OF NUECES §

This RELEASE OF LIABILITY AND COVENANT NOT TO SUE (the "Release") is executed on the date indicated below and is entered into for the purpose of releasing the City of Corpus Christi and its officers, officials, employees, representatives, agents, and volunteers (collectively, the "City") from any and all liability whatsoever arising out of, caused by, or in any way connected with, either proximately or remotely, wholly or in part, participation by CARL WALKER in providing services to the City, which is the subject of the attached contractual agreement ("Agreement") between CARL WALKER and the City.

I, Carl Walker, in exchange for the City allowing me to forego the condition of providing a workers' compensation insurance policy as a requirement of the Agreement, do hereby voluntarily enter into the following covenants:

1. I acknowledge that I, individually, employ no other employees or workers other than myself. I covenant that I will not enter into an employer-employee relationship with any individual or individuals during the term of the Agreement. I acknowledge that the capacity in which I will be participating in the Agreement is that of an independent contractor and not as an employee or agent of the City. I further understand that, as an independent contractor, I will receive no worker's compensation benefits, health benefits, disability benefits, nor other insurance benefits which might be available to full-time employees of the City and that, as an independent contractor, I am fully responsible for incurring the cost of and paying for any medical services that I may require during the term of the Agreement.
2. I understand that I will participate in this Agreement at my own risk and hereby release, waive, and in all ways relinquish any and all present and future claims against the City which I, my heirs, successors, assigns, or any other person or entity (as used hereinafter collectively, "I") may assert, have, or acquire as a result of any injury, death, property damage, or loss whatsoever to myself or my personal property arising out of, resulting from, or in any way connected with my participation in the Agreement between myself and the City.
3. I hereby so release, waive, and relinquish any and all such claims, and I further covenant not to claim against or sue the City for any such claim, loss, damage, or expense regardless of whether the same may arise or result from or be caused by the negligence or gross negligence of the City.
4. I acknowledge and understand that there may be risks involved in participating in the Agreement. I voluntarily and knowingly assume any and all such risks, whether known or unknown to me, and will rely solely on myself and not the City in determining what those risks are.

5. I acknowledge that my services under the Agreement may occur on real property located in the city of Corpus Christi, Nueces County, Texas, and that may be owned, leased, controlled, or managed by the City. Further, I acknowledge that my services under the Agreement may be performed with tools, equipment, and other personal property owned, leased, controlled, or managed by the City. By execution of this Release, it is my express intention to completely absolve the City of all potential liability caused by, arising out of, or incident to my performance of services on City real property and that may be performed with tools, equipment, or other personal property of the City.

6. I desire and agree that this Release shall apply to any and all activities during or in any way connected with my participation in the Agreement and my performance thereunder.

7. I agree that this Release shall be governed by and enforceable under the laws of the State of Texas. Venue shall lie in Nueces County, Texas, where this Release was executed and the services I render will be performed.

8. I hereby acknowledge that I have carefully read the foregoing Release of Liability and Covenant Not to Sue and, intending to be legally bound, accept and agree to each of its terms by my execution of this Agreement below.

EXECUTED IN DUPLICATE, each of which is considered to be an original instrument, on this the 28th day of March, 2016.

Carl Walker
CARL WALKER

STATE OF TEXAS §
COUNTY OF NUECES §

Sworn to and subscribed before me on the 28th day of March, 2016,
by Carl Walker.

Diana Casarez
Notary Public, State of Texas





SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

EXHIBIT E
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: Whatchamacaller's Place

STREET ADDRESS: _____ **P.O. BOX:** _____

CITY: Corpus Christi **STATE:** Texas **ZIP:** _____

FIRM IS:

1. Corporation	<input type="checkbox"/>	2. Partnership	<input type="checkbox"/>	3. Sole Owner	<input checked="" type="checkbox"/>
4. Association	<input type="checkbox"/>	5. Other	<input type="checkbox"/>	_____	

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

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

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

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

Name	Title
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

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

Name	Board, Commission or Committee
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

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

Name	Consultant
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

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: Carl Walker Title: Owner
Signature of Certifying Person: Carl Walker Date: March 28, 2016

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.