BUC DAYS 2021 SPECIAL EVENTS AGREEMENT

State of Texas §

Know All By These Presents:

County of Nueces §

Whereas, City Council has previously authorized agreements for use of City property for the Buc Days events;

Now, therefore, this Special Events Agreement ("Special Events Agreement") is entered into between the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), acting through its duly designated City Manager, and the Buccaneer Commission, Inc. ("Commission"), a Texas non-profit corporation, acting through its duly designated agent, is in consideration of the covenants contained herein.

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings.

A. American Bank Center Grounds -means the American Bank Center complex and parking lots managed by the City's contractor.

B. City - means the City of Corpus Christi, a Texas home-rule municipality.

- **C. City Attorney -** means the City of Corpus Christi's City Attorney or designee.
- D. City Council means the City Council of the City of Corpus Christi, Texas.

E. City Manager - means the City of Corpus Christi's City Manager, or the City Manager's designee.

F. City Secretary – means the City of Corpus Christi's City Secretary, or designee.

G. Commission – means the Buccaneer Commission, Inc., a Texas non-profit corporation.

H. Commission's Agent - means a duly authorized representative of the Buccaneer **Commission**.

I. Corpus Christi - Nueces County Health District – means a joint entity between the City of Corpus Christi and Nueces County which provides health services to residents of both political subdivisions.

J. Buc Days Events - means the annual Buccaneer Days Festival ("**Buc Days**"), including carnival, parade, rodeo, Wings over South Texas Air Show, and other activities sponsored by the Commission. The dates are described in *Exhibit A*.

K. Fire Chief – means the Chief of the City of Corpus Christi's Fire Department, or designee.

L. Special Events Agreement – means this document, as approved by the City Council and executed by the City Manager.

M. Parade – means the annual Buccaneer Days Illuminated Night Parade.

N. Parks Director - means the Director of the City of Corpus Christi's Parks & Recreation Department, or designee.

O. Police Chief - means the Chief of the City of Corpus Christi's Police Department, or designee.

P. Premises - means the sites for the Buc Days Events identified herein.

Q. Risk Manager - means the Director of the City of Corpus Christi's Risk Management Division, or designee.

R. Street Operations Director – means the Director of the City of Corpus Christi's Street Operations.

S. Wings Over South Texas or Air Show Event - means the air show to be performed by the U.S. Navy Blue Angels along the Corpus Christi bayfront on May 1 and May 2.

2. TERM. This **Special Events Agreement** takes effect upon execution by the **City Manager**. The **Commission** will be entitled to use of the **Premises** described below, for the Buc Days Events in calendar year 2021 for the dates identified on **Exhibit A**.

3. PREMISES AND PERMITTED USES.

A. For the Wings Over South Texas Event: use of Shoreline Boulevard, between IH 37 and Resaca as well as the barge dock and circle drive adjacent to the American Bank Center, as depicted in attached *Exhibit B*.

B. For the Buc Days Carnival, Rodeo and Parade events to be conducted at the American Bank Center Grounds, Commission is responsible to obtain a separate agreement with the City's General Manager of the American Bank Center.

4. <u>**PREMISES REVISIONS.**</u> Premises may be revised in coordination between the Parks Director and Commission's Agent if necessary due to emergency City operations.

5. FINAL EVENT LAYOUT DIAGRAM. The **Commission's Agent** must provide the **Parks Director** a diagram explaining the final layout for all related activities at least two weeks prior to the **Buc Days Events**.

6. <u>PLANNING MEETINGS</u>. Prior to Buc Days Events, the Premises will be reviewed with regard to the areas of set-up, parking, traffic control, barricades, traffic signs, security, fire lanes, and fencing.

7. <u>ADMISSION FEE</u>. Commission may charge an admission fee. Special Events connected with Commission may charge another fee to help defray the cost of entertainment.

8. <u>COMMISSION'S OBLIGATIONS</u>.

A. <u>Permit Fees.</u> The Commission must pay City all applicable City permit fees as established by City ordinance, including but not limited to the following: one-time Parks and Recreation Special Event Permit fee, Health Permit/Vendor Fees, Development Services Permit Fees, Animal Permit Fee, Traffic Engineering Street Closure Permit Fees and Parade Permit Fees.

B. <u>Costs of City Services.</u> City agrees to provide the following services in 2021 for the 2021 **Buc Days Events** for the not to exceed costs shown below:

- 1) *Public Works:* Street Sweeping and Inlets Cleaning; not to exceed \$1,337.
- 2) Solid Waste: Street cleanup before the initial opening day of Buc Days Events and after final closing of Buc Days Events; not to exceed \$0.
- 3) Parks and Recreation: Daily trash pick up on streets depicted on the Traffic Control Plan attached as Exhibit E in accordance with schedule of hours provided on Exhibit F; deliver and pick up trash receptacles for Air Show Event; not to exceed \$4,374.
- 4) *Traffic Control:* Traffic Control Plan development and delivery/pickup of traffic control barricades; not to exceed \$12,312.
- 5) *Police:* Security at Buc Days Carnival; and traffic control for the Parade and the Air Show Event; not to exceed \$18,184.

6) Fire/EOC: Medical support and emergency management operations support at the Air Show Event and Buc Days Parade; in accordance with schedules provided on **Exhibit G**, not to exceed \$3,242.

The **Parks Director** will invoice the **Commission \$39,449** within thirty (30) calendar days after the conclusion of the **Buc Days**. Upon receipt of written request of the **Commission's Agent**, the **Parks Director** will furnish reasonable supporting documentation of the charges within ten (10) calendar days.

Commission's failure to pay the undisputed charges on **City**'s invoice within 30 days after submittal to **Commission** shall result in a late payment fee being assessed against **Commission**. The late payment fee shall be calculated to be 5% of the amount due, as shown on **City**'s invoice, less any disputed amounts, and said fee will be added to the net amount payable to the **City**.

C. <u>Weather Considerations</u> If there is a hurricane or other weather activity, or event outside the control of the parties that eliminates the **Event** or that reduces attendance at the **Event** by more than 50% from the prior year's attendance levels, the **City Manager** is delegated the authority to adjust the amount and billing of **City**'s Costs.

D. <u>**City Sponsorship Recognition</u>** As additional consideration for City services, the **Commission** will name the **City** as a sponsor of the Buc Days Events. The **City** logo will be placed on the sponsor section of the website. Four (4) banners will be placed on the fence of the Festival site for its duration, to be designed by the **City** and provided by</u>

Buc Days. The Police Department will be provided booth space in the Festival for their recruitment effort. The **Commission** will provide a scholarship(s) in fields beneficial to the **City** work force.

E. <u>Deposit.</u> The Commission must pay a deposit of \$4,000 at least one month in advance of the Event, made payable to the City. The deposit will be used to reimburse City for any costs incurred for repairs and damages to City property. If no costs are incurred and all invoices for City costs are paid, the deposit will be returned to the Commission within 30 days after the Event.

F. Reimbursement for Damages to City Property. During the course of the Buc Days Events, damages may occur to City property. This includes, but is not limited to, damages to the turf, utility infrastructure, water and/irrigation lines and related equipment caused by negligent acts or omissions of the **Commission**, its employees, volunteers, vendors, contractors, or subcontractors. City will give the Commission an opportunity to rectify these damages, prior to utilizing the Deposit and finally invoicing the Commission for any additional cost of repair. Parks Director will provide the Commission's Agent a punchlist of damages to City property, within seven (7) days after the **Commission** has vacated the property, following the conclusion of the Buc Days Events. Commission will have the opportunity to restore all items on the punchlist to original condition within ten (10) days after receipt of the punchlist. If Commission does not timely restore the items on the punchlist, the City may use the Depost for cost of repairs and invoice the Commission for the balance of the repairs. Commission will pay City's invoice for damages, within 30 days after City tenders the invoice to Commission's Agent, less any amount(s) the Commission has disputed. If Deposit is not needed for repairs, then City shall return Deposit to Commission within 30 days after end of Buc Days Events.

9. <u>**GENERAL PERMITS.</u> Commission** shall obtain and pay for necessary permits for the Buc Days Events from **City** Departments, including but not limited as outlined below.</u>

A. <u>Temporary Street Closure Permit.</u> The City street closure process will govern any necessary street closures. Commission must provide the Street Operations Director and Parks Director its site plan for the Buc Days Events, application for the requested street closure, and proof of all affected property owners' approval of the proposed temporary street closure, in accordance with City Ordinance. All street closures on a temporary basis are subject to the requirements of City Code of Ordinances. The temporary street closure permit is part of the Special Event Permit application process.

B.<u>Special Event Permit.</u> Commission will obtain a Special Event Permit from the Parks & Recreation Department for use of any Park property.

C. <u>Temporary Promotional Event Permit</u> Commission will obtain a Temporary Promotional Event Permit from Development Services in order to install electrical service for the **Event**. Further, a Certificate of Occupancy, which involves inspections, must be completed by the proper inspector, to have all temporary services, such as, food, electrical, plumbing, tents, and structures, inspected. It is the responsibility of the **Commission** to call each inspector for an appointment to inspect and get approval for

each temporary service before the **Event** begins. **Commission** may obtain an Electrical Permit and Tent Permit in lieu of the Temporary Promotional Event Permit to satisfy this requirement.

D.<u>Parade Permits.</u> Parade Permits are not required for 2021 unless parade is held on City streets.

E. <u>Animal Permit</u>. Commission must obtain an Animal Permit from Animal Control for the Rodeo, as specified in City Code of Ordinances.

F. <u>Vendor Permit.</u> Commission must ensure all mobile food units and temporary food service establishments comply with all requirements of the **Corpus Christi-Nueces County Health District** for the sale of foods and the protection of the public welfare. **Commission** shall be responsible for payment of all City Health Permit /Vendor and related fees. (For example, the Temporary Food Service Establishment Permit Fees established in City Code of Ordinances § 19-33.)

G. <u>Alcohol and Food Vendors.</u> Commission must require all vendors to obtain and comply with appropriate permits, including permits from the Alcoholic Beverage Commission for the sale of alcohol, from the City for consumption and sale of alcoholic beverages on park land, and must comply with all requirements of the Corpus Christi - Nueces County Health District for the sale of foods and the protection of the public welfare. Commission shall be responsible for payment of all City Health Permit /Vendor and related fees. (For example, the Temporary Food Service Establishment Permit Fees established in City Code of Ordinances § 19-33.) Any vendor that sells alcoholic beverages must furnish proof of *Liquor Liability Insurance* in the same amounts set out in *§18 INSURANCE.* Said Certificate of Insurance must be furnished to the Risk Manager at least two weeks prior to the starting date of the Event, annually.

H.<u>Fireworks Permit.</u> If Fireworks are being hosted, **Commission** must obtain Fireworks Permit from the Fire Department.

I. <u>Water Events.</u> For any water events, **Commission** must obtain necessary permits from the United States Coast Guard.

J. <u>Additional Permits</u>. Commission's Agent shall notify the Parks Director of any special conditions imposed by any permitting agency.

K.<u>Music Licenses.</u> Commission is solely responsible for obtaining licenses and permission from copyright owner(s) prior to the performance of music at the **Event**.

10. ADDITIONAL PREMISES REQUIREMENTS

A.<u>Barricades, Traffic Signs.</u> The Commission must comply with traffic control plan approved by City Traffic Engineer. Street access to **Premises** may not be blocked or partially blocked without detour signage and alternate street access

B.<u>**Parking.**</u> The **Commission** will provide parking and signage for people with disabilities in close proximity to the entrances of the **Event** and its related activities.

C.<u>Signage and Advertising</u>. All signage on City property outside of the Premises must be pre-approved by the Director of Parks and Recreation. On all advertising for the **Event**, Lessee shall recognize the City as a major contributor to the **Event**.

D.<u>Rest Rooms, Drinking Water and First Aid.</u> The Commission must provide adequate portable rest rooms, including restrooms for people with special needs, and drinking water for the public as determined by the **Parks Director**. A First Aid station must also be provided at each site throughout the duration of the **Event** and its related activities

E. <u>Fence</u>. **Commission** may provide a temporary six-foot (6') chain link fence, with gates for access, on City-managed property, upon prior approval of the **Parks Director**. The fence will help improve security, crowd control, litter control, and keep bicycles, skateboards, animals, and personal coolers out of the Buc Days **Events** area. Request for fence for any property of the American Bank Center Grounds will be coordinated by Commission with the manager of the American Bank Center.

F. <u>Storm Water System Protection.</u> Commission must install screens, approved by City's Executive Director of Public Utilities, across all storm water inlets along Shoreline and within any closed streets within the **Premises**. Drainage must not be blocked. Commission must remove the screens immediately after the close of the Event. However, Commission must remove screens (along with any trash that has accumulated over the screens) immediately if heavy rain is imminent, or upon the direction of the City's Executive Director of Public Utilities.

G.<u>Construction</u>. The construction work for displays and stages must be conducted in accordance with **City** Building Codes and restrictions. Construction that causes damages will only be allowed if **Commission** provides the **Parks Director** prior written assurances that **Commission** will remedy said damages in accordance with **§8 COMMISSIONS FINANCIAL OBLIGATIONS** above and **Parks Director** approves the construction in writing.

H. <u>Temporary Buildings.</u> Commission must receive prior written approval from the **Parks Director** to place any Temporary Buildings on any grounds used for the **Premises**. All these buildings must be removed at the end of the use period established each year.

I. <u>Pavement, Curbs, Sidewalks, Seawall.</u> Any work which involves holes or other changes in any of the **Premises** including but not limited to, the pavement, curbs, sidewalks, or seawall, requires the prior written approval by **City Director of Engineering Services**, provided however, that no approval will be given if the work will require subsequent repairs by the **City**.

J. <u>Permissible Vendor Location Markings.</u> No paint or semi-permanent markings will be permitted which in any way obliterate or deface any pavement markings or signs heretofore existing for the guidance of motor vehicles or pedestrians. Chalk markings or removable sidewalk decals may be used to pre-mark locations on the sidewalk or street. (Painted markings of any type will only be permitted in grassy areas).

K. <u>Landscaping</u>. Landscaped areas within the **Premises** or utilized for the Buc Days **Events** must be protected by the **Commission**.

L. <u>COVID-safety protocols</u>. Commission protocols for the Buc Days Events, attached as an Exhibit, have been reviewed with the Corpus Christi – Nueces County Public Health District. Changes to these protocols must be reviewed and approved by the Director or Assistant Director of the Corpus Christi – Nueces County Public Health District.

11.<u>VENDORS AT THE AMERICAN BANK CENTER GROUNDS</u>. For the 2021 Buc Days Events, the City's manager of the American Bank Center will coordinate the vendors with the Commission's Agent. All vendors will be required to comply with all requirements of the **Corpus Christi - Nueces County Public Health District**, and all other local, State or Federal laws, rules, and regulations regarding the sale and storage of food.

12. WINGS OVER SOUTH TEXAS EVENT

A. **Commission** may set up viewing tents and general viewing areas no earlier than April 24, 2021 hours prior to the start of the Air Show at locations depicted on attached Exhibit B. Commission may charge fees and authorize use of the viewing tents and viewing areas. Commission shall ensure that tents are placed in compliance with all applicable City codes. All tents must be removed and property restored to original condition within 24 hours after the conclusion of the Air Show.

B. **Commission** shall ensure that all food and beverage vendors at the Air Show comply with all requirements of the **Corpus Christi - Nueces County Public Health District**, and all other local, State or Federal laws, rules, and regulations regarding the sale and storage of food. **Commission** has exclusive authority to administer and issue Airshow Vendor Permits to permit vending on the public sidewalks where any street closure is made for the event.

13. <u>CLEAN UP</u>. Commission must require all vendors to clean a designated zone adjacent to their respective booths at regularly scheduled intervals. Commission may designate the zone, but it will not be less than 10 feet by 20 feet in the immediate area around each food and beverage booth. The cleanup will be hourly and immediately after closing the **Events** each day. All trash cleaned up must be properly deposited in a trash bag provided by the **Commission** and taken to a location designated by the **Commission**. **Commission** is responsible to hire and work cleanup crews during and after the **Buc Days Event**.

14. <u>RIGHT OF COMMISSION TO USE PUBLIC STREETS</u>. Commission acknowledges that the control and use of public streets is declared to be inalienable by the **City** and except for the use privilege granted herein, this **Special Events Agreement** does not confer any right, title, or interest in the public property described herein. The privilege to use the **City** property granted herein is subject to the approval of the **City Council** as required by ordinance and the compliance by **Commission** with the terms and conditions contained within this **Special Events Agreement**.

15. <u>EMERGENCY VEHICLE LANES</u>. Commission must at all times maintain Emergency Vehicle Lanes upon the **Premises** as may be designated by the **Fire Chief**. These lanes must be kept clear of all obstructions.

16. <u>SECURITY</u>. During Buc Days Carnival Event, the Commission agrees to utilize CCPD officers to provide security, to be coordinated through a CCPD-designated liaison. Costs for the CCPD officers are as detailed in *§8 COMMISSIONS FINANCIAL OBLIGATIONS*, above. However, the full costs for the liaison are to be invoiced separately to the Commission.

Commission may provide additional security officers during the Buc Days **Events**, and after the **Event** closes each night, until it opens the next day. **Commission** will assign the security officers duties. If the **City Police Chief** determines it is necessary, the Police Chief will assign Police Officers to provide off-site crowd and traffic control for the **Event** as needed and include costs of police officers in the costs, **§8 COMMISSIONS FINANCIAL OBLIGATIONS**, above. The Police Officers will be assigned duty stations by the **Police Chief**, or designee.

17.<u>SAFETY HAZARDS</u>. The Commission, upon written notice of identified Safety Hazards by the Police Chief, Fire Chief, Parks Director, Street Operations Director, or Risk Manager, must correct the Safety Hazard, within six hours or other time frame included in the written notice of Safety Hazards. The Commission will provide safety consultant to coordinate safety issues with the City.

18.INSURANCE. Commission's Agent must furnish to the Risk Manager, Commercial General Liability Insurance for the length of the Buc Days Event and its related activities protecting against liability to the public. The insurance must have a minimum policy limit of \$1,000,000 Combined Single Limit per occurrence for personal injury, death and property damage. **Commission** is required to provide a \$1,000,000 Combined Single Limit Automobile Liability Policy, providing coverage for owned, non-owned and hired vehicles. Subcontractors and vendors who will be loading or unloading equipment, temporary structures, carnival rides, stages, bleachers, and any other associated materials to be utilized for the Event must have comparable insurance policies, which must be filed at least two weeks prior to each Event. Commission must also furnish insurance in the form of an accident policy for volunteers with minimum limits of \$10,000 for death or dismemberment and minimum limits of \$5,000 for medical expenses. If alcohol is served at any of the Commission's Events on Premises then Liquor Liability Insurance in the amount of \$1,000,000 Combined Single Limit must be provided by the entity serving the alcohol. The City must be named as an Additional Insured on all liability policies. Commission must furnish the Certificates of Insurance in at least the above minimum amounts to the City's **Risk Manager** two weeks prior to the non-exclusive use period each year. Commission must provide insurance as detailed in the attached Insurance Requirements Exhibit.

Commission must require all volunteers to sign an accident waiver form that **Commission** must keep on file. The **City Attorney** will approve the final form. In the event of accidents of any kind, **Commission** must furnish the **Risk Manager** with copies of all reports of the accidents at the same time that the reports are forwarded to any other interested parties. In addition, **Commission** must provide copies of all insurance policies to the **City Attorney** upon **City Manager**'s written request. Said insurance must not be canceled, non-renewed

or materially changed without 30 days prior written notice to the **Parks Director**. The **Risk Manager** may increase the limits of insurance upon two (2) months written notice to **Commission**.

19. <u>INDEMNITY</u>. Commission shall indemnify, defend and hold City, its officers, agents and employees ("Indemnitees") harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against Indemnitees on account of injury or damage to person or property arising out of or related to the Buc Days Events and associated activities, or when any injury or damage is the result, proximate or remote, of the violation by Indemnitees or by Commission, its officers, contractors, vendors, employees or agents, ("Indemnitors") of any law, ordinance, or governmental order of any kind, or when the injury or damage arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence, or misconduct on the part of the Indemnitors under this Agreement.

It is intended that the Commission will indemnify Indemnitees for Indemitors proportionate fault, including, but not limited to, negligence, which causes such damages or injury, but not if the damage or injury results from gross negligence or willful misconduct of Indemnitees.

Commission covenants and agrees that if City is made a party to any litigation against Commission or in any litigation commenced by any party, other than Commission relating to this injury or damage defined in this indemnity provision of this Agreement, Commission shall defend City upon receipt of immediate and diligent notice regarding commencement of the litigation.

20. <u>NOTICE</u>. Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. **Notice must be sent as follows:**

If to City:

If to Commission:

Director of Parks and Recreation	Event Manager
City of Corpus Christi	The Buccaneer Commission, Inc.
P.O. Box 9277	P.O. Box 30404
Corpus Christi, TX 78469-9277	Corpus Christi, TX 78463-0404
(361) 880-3461	(361) 884-8331 or 882-3242
FAX (361) 880-3864	FAX (361) 882-5735

21. <u>DISPUTE RESOLUTION</u>. City and the Commission agree that any disputes which may arise between them concerning this Special Events Agreement, such as determining the amount of damage to City property occurring as a result of the Event, or regarding an invoiced amount, will be submitted for determination and resolution, first to the Parks Director, with a right to appeal to the City Manager. The decision of the City Manager will be final, unless that decision is appealed to the City Council by giving written notice of appeal to the City Secretary within ten (10) days after the written decision of the City Manager has been sent to the Commission. In the Event of appeal, the decision of the City Council will be final. Upon a resolution of the dispute, either by agreement of the

parties or as the result of an appeal, the disputed amount will be considered due and payable to the **City** within ten (10) calendar days of the resolution. This **Special Events Agreement** in no way waives the **Commission**'s rights to seek other legal remedies during the appeals process.

22. <u>ASSIGNMENT</u>. Commission may not assign or transfer this Special Events Agreement in whole or any part of the **Premises** or make any alteration therein without the prior written consent of the **City**.

23. <u>BREACH, TERMINATION</u>. Any failure on the part of **Commission** to perform any of the covenants contained in this **Special Events Agreement**, or any breach of any covenant or condition by **Commission** entitles **City** to terminate this **Special Events Agreement** without notice or demand of any kind, notwithstanding any license issued by **City** and no forbearance by **City** of any prior breach by **Commission** is a waiver by or estoppel against **City**. In case of termination **City** is entitled to retain any sums of money theretofore paid by **Commission** and the sums inure to the benefit of **City** as a set-off against any debt or liability of **Commission** to **City** otherwise accrued by breach hereof.

24. <u>NOT PARTNERSHIP OR JOINT VENTURE</u>. This Special Events Agreement may not be construed or deemed by the parties hereto as a partnership, joint venture, or other relationship that requires the **City** to cosponsor or incur any liability, expense, or responsibility for the conduct of the **Event** or associated activities. Payments received from **Commission** by the **City** are compensation for provision of **City** services as described herein and for the right of **Commission** to use public property for the limited purpose described herein.

25. <u>CITY SERVICES SUBJECT TO APPROPRIATION</u>. The Commission recognizes that the services provided by the City pursuant to this Special Events Agreement are subject to the City's annual budget approval and appropriation. The continuation of any contract after the close of any fiscal year of the City, which fiscal year ends on September 30 of each year, is subject to appropriations and budget approval. The City does not represent that the expenditures required by the City for the provision of services required by this Special Events Agreement will be adopted by future City Councils, said determination being within the sole discretion of the City Council at the time of adoption of each fiscal year budget.

26. <u>COMPLIANCE WITH LAWS</u>. Commission must comply with all applicable federal, state, and local laws and regulations, including without limitation compliance with Americans with Disabilities Act requirements, all at **Commission**'s sole expense and cost.

27. <u>NON-DISCRIMINATION</u>. Commission warrants that they are and will continue to be an Equal Opportunity Employer and hereby covenants that no employee, participant, invitee, or spectator will be discriminated against because of race, creed, sex, handicap, color, or national origin.

28. <u>ENTIRETY CLAUSE</u>. This Special Events Agreement and the incorporated and attached Exhibits constitute the entire Special Events Agreement between the City and Commission for the use granted. All other Special Events Agreements, promises, and representations, unless contained in the Special Events Agreement, are expressly

revoked, as the parties intend to provide for a complete understanding within the provisions of this **Special Events Agreement** and its **Exhibits**, of the terms, conditions, promises, and covenants relating to **Commission**'s operations and the **Premises** to be used in the operations. The unenforceability, invalidity, or illegality of any provision of the **Special Events Agreement** does not render the other provisions unenforceable, invalid, or illegal. This Agreement takes effect on date of last signature.

CITY OF CORPUS CHRISTI

Name			
Title:			

Approved as to form:

By: _____ Lisa Aguilar, Assistant City Attorney For the City Attorney THE BUCCANEER COMMISSION, INC.

By: ______ Johnny Philipello, President/Chief Executive Officer

Date: 4/25/2021

EXHIBIT A – EVENT DATES

EXHIBIT B - BUC DAY EVENTS SITE EXHIBIT

EXHIBIT C - INSURANCE

EXHIBITS D1 and D2 – COVID SAFETY PROTOCOLS (incorporated by reference)

EXHIBIT E – TRAFFIC CONTROL PLAN (incorporated by reference)

EXHIBIT F – SCHEDULE OF HOURS FOR PARKS & RECREATION

EXHIBIT G – SCHEDULE OF HOURS FOR CCFD AND EOC

EXHIBIT A Event Dates

Buc Days Carnival

Commission shall contract directly with third party management company for use of American Bank Center Grounds

April 29 - May 9, 2021

Night Parade

May 2, 2021

Rodeo & PBR

April 30 – May 1, 2021 May 6 - 9, 2021

Wings Over South Texas

May 1 and 2, 2021



EXHIBIT C

INSURANCE REQUIREMENTS

I. COMMISSION'S LIABILITY INSURANCE

- A. Commission must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Commission must not allow any subcontractor Agency to commence work until all similar insurance
- B. Commission 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:	\$1,000,000 Per Occurrence
1. Commercial Broad Form	
2. Premises – Operations	
3. Products/ Completed Operations	
4. Contractual Liability	
5. Independent Contractors	
6. Personal Injury- Advertising Injury	
AUTO LIABILITY (including)	\$1,000,000 Combined Single Limit
1. Owned	
2. Hired and Non-Owned	
3. Rented/Leased	
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

PROPERTY INSURANCE	Vendor, at their own expense, shall be
	responsible for insuring all owned, leased or rented personal property.
LIQUOR LIABILITY	Vendor, at their own expense, shall be
	responsible for insuring all owned, leased or rented personal property.
If Applicable	

C. In the event of accidents of any kind related to this agreement, Commission 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, Commission 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 Commission will be promptly met.
- B. Commission shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Commission'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. Commission 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. Commission 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. Commission 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, Commission shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Commission'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 Commission'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 Commission to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Commission hereunder until Commission demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Commission may be held responsible for payments of damages to persons or property resulting from Commission's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Commission'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.

EXHIBITS D1 and D2

COVID SAFETY PROTOCOLS

Exhibit D1: Wade Shows Mitigation Strategy

Exhibit D2: American Bank Center Venue Safety Protocol

WADE SHOWS MITIGATION STRATEGY

WADE SHOWS INC.





WADE SHOWS MITIGATION STRATEGY

The health and safety of our guests is our top priority. We have implemented many measures that you will see on the midway which are each designed to protect Fair guests and employees from potential exposure to SARS CoV(2). By minimizing contacts, promoting social distancing and increasing cleaning protocols and sanitation, we can welcome Fair guests back to the midway experience that has created generations of memories.

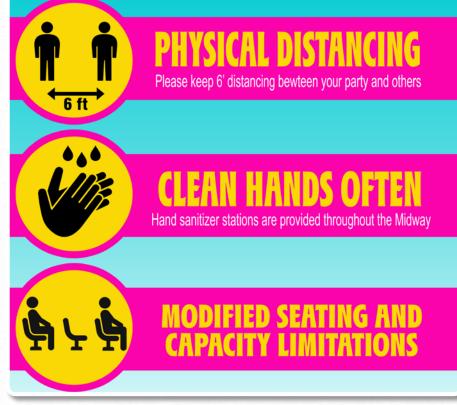
Our rules and procedures include the best elements of mitigation plans from amusement parks, carnivals, fairs and festivals as well as guidance from the CDC and state health organizations. Coupled with our own ideas and innovations, we can bring the Fair the best the industry has to offer.

As new information becomes available, we will adjust this document to reflect best practices given the most up to date information. While the midway experience will change and it will not be the "same as normal", we believe we can strike a prudent balance between safety and family fun if we all work together to provide a safe, healthy environment.

Our SARS CoV(2) Health and Safety Plan highlights are included below:

WADE SHOWS COMMITMENT TO SAFETY PLEASE READ BEFORE ENTERING THE MIDWAY

Wade Shows is committed to the health and safety of all our guests and employees. We have instituted increased health and safety measures, including enhanced cleaning and disinfectant procedures in response to COVID-19. In addition, our employees will be wearing facial coverings for continued safety. We ask that you read and adhere to the following items while on our midway.



GENERAL

All guests are expected to abide by the posted rules and procedures. Guests should maintain proper social distancing at all times, follow instructions and information from midway employees and respect the health and safety of others.



EMPLOYEE SCREENING & PROTOCOLS

- All employees will receive mandatory training in operations with new health and safety protocols;
- Each employee's temperature will be checked before work shifts and they will not be allowed to work should they register a fever above 100.4 degrees;
- Employees will be provided with Personal Protective Equipment such as masks and/or shields to be worn during all interactions with the public;
- Wherever possible, we will minimize contact between employees and the public, most notably with our digital ticketing system described below;
- When appropriate, following CDC guidelines, shields and temporary barriers will be used between employees and the public;
- Employees will clean rides and frequently touched areas on games and equipment on a regular basis using materials that combat virus spread and rides will be deep cleaned at the end of each day;
- Employees are to encourage social distancing guidelines at their work station and throughout the midway at all times;
- Depending upon the Phase of opening defined by the Governor and the CDC, employees over the age of 65 or those with co-morbidities will be given the option of furlough until conditions permit them to work again;
- All employees will be tested for Covid 19 prior to arriving at the event.







MIDWAY RIDE OPERATIONS & CLEANING

- The midway will feature less attractions, freeing up more space for distancing;
- Midways/Walkway areas will be widened to allow more space between people;
- Rides will be selected with social distancing and contact points in mind;
- Touchless hand sanitizing areas will be introduced throughout the fair, giving ample opportunity for safe hygiene practices;
- Sanitizing wipes will be provided at each ride and attraction; Each guest can use their wipe to sanitize their personal space as an added measure of protection;
- Queue lines for rides, games and food stands will include markers that are 6ft. apart so distancing can be maintained;
- Waiting lines for rides will be "pre-grouped" so that we can minimize contact with others not in a family group;
- Separate guests on rides and attractions to minimize contact between parties and follow social distancing guidelines. Strategies for separating guests include empty rows and leaving empty seats between guests in ride vehicles;
- Use cleaning teams to disinfect common areas and frequent traffic spots;
- Wade Shows, in partnership with the fair, will develop promotions and strategies to incentivize the spread of crowds throughout the day.





FOOD & GAMES

- Food stands will follow the most current CDC and health department guidelines as issued;
- Commonly used areas around food stands will be cleaned and sanitized throughout the day;
- Food stands will separate payment handling employees from food handling employees;
- Open access condiments will be eliminated and replaced with singleuse packets or portions available upon request;
- Self-service drink stations will be eliminated;
- Wherever possible, barriers will be erected between food service employees and the public;
- Self service napkins and cutlery dispensers will be eliminated and items provided to guests with meals;
- Games will be reconfigured whenever possible and/or strategies employed to maintain social distancing and minimize contact;
- Game equipment touched by the public will be wiped after each use;
- Prizes will be sanitized and quarantined before being placed into service in a game;
- Social distancing between players not in the same family/group will be maintained at all times;











- Wade Shows will deploy new signs to inform guests of health and safety protocols throughout the midway;
- All sanitizing stations will be clearly marked for public use;
- All queue lines will have large spacing icons so distancing can be clearly understood;
- The Wade Shows website will include health and safety protocols for guests to read prior to visiting the midway;
- Announcements on rides and attractions will include reminders about midway safety and social distancing;
- The Wade Show midway app will include notifications and reminders about the importance of personal hygiene and social distancing;



FOR YOUR SAFETY

All employees will receive mandatory training in operations with new health and safety protocols

Each employee's temperature will be checked before work shifts and they will not be allowed to work should they register a fever above 100.4 degrees

Employees will be provided with Personal Protective Equipment such as masks and/or shields to be worn during all interactions with the public

Employees will clean rides and frequently touched areas on games and equipment on a regular basis using materials that combat virus spread and rides will be deep cleaned at the end of each day

Employees are to encourage social distancing guidelines at their work station and throughout the midway at all times

Touchless hand sanitizing areas will be introduced throughout the fair, giving ample opportunity for safe hygiene practices

Queue lines for rides, game and food stands will include markers that are 6ft. apart so distancing can be maintained

lade Shows cares about your health and so

We ask that all Guests and Employees comply with the following:

In accordance with CDC guidelines we have enhanced sanitation procedures and implemented additional measures for distance spacing.

Please note that the CDC advises that older adults and people of any age who have serious underlying medical conditions might be at a higher risk for severe illness from COVID-19. If they are infected, any interaction with the general public poses an elevated risk of being exposed to COVID-19, and we cannot guarantee that you will not be exposed during your visit. We appreciate your cooperation during this unprecedented time.

For more information please visit CDC.gov/coronavirus



MAINTAIN & DISTANCING

- Wash your hands often and avoid touching your face
- Maintain your distance from others
- Cover your mouth and nose
- Avoid touching surfaces
- If you're sick, please don't participate and encourage your family not to participate until you are well.

We are committed to keeping you healthy and safe, and we encourage you to follow these guidelines. We are all in this together.





CASHLESS PAYMENTS & MOBILE APP

Wade Shows will be introducing our digital ticketing system and Phone APP which uses NFC (Contactless) technology. The system will be a very positive tool in helping to stop the spread of disease on the midway. With the new app, you can download tickets right to your phone, bypass the tickets boxes, and use your phone directly at the attraction as your ticket. Benefits of the system include:

- Digital phone app that can be scanned as a ticket no handling of ticket media by guests/employees;
- Purchases and access to rides are available using our contactless technology which works like Apple Pay;
- Using the digital platform, we can spread crowds by selling access to rides by the hour instead of use anytime throughout the day;
- Automated kiosks lessen contact between employees and guests. They also help to keep lines to a minimum;
- Facilitation of advance sale purchases allow crowds to be spaced and lines for purchase kept to a minimum;
- System can be used for push notifications on site, through the APP, reminding users of mitigation guidelines such as social distancing, hand sanitizing locations etc;
- APP will enable us to gather data and reconnect with guests throughout the year.

Wade Shows has been active in developing mitigation strategies based upon "best practices" released by industry organizations as well as those promoted by similar industries such as amusement parks and large venues. Working under CDC guidelines and the directives of local governments, we believe we have one of the most comprehensive strategies for protecting guests and employees alike so we can all enjoy another fantastic fair under these trying circumstances.

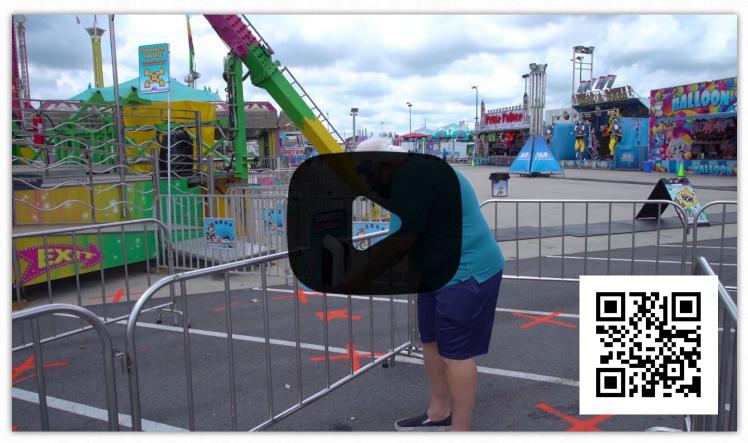






In colaboration with the Delaware State Fair, we put together a safety video to show guests what we are doing to help keep our customers and employees safe.

The video can be viewed on our web site using the URL below or by scanning the QR code.



URLs to video:

Mobile: https://wadeshows.com/m/pageserver/covid19 Desktop: https://wadeshows.com/pageserver/covid19



arena · convention center · selena auditorium

RETURNING TO THE WORKPLACE



Please note: this information is based on the information currently available and may be changed based on the direction or guidance from health officials and governmental agencies. The decision to return team members to the venue should be reviewed in advance with your Regional Vice President.



In an effort to keep employees, partners and guests healthy and to minimize exposure to the venue, American Bank Center has established this Safety Plan effective the date noted above and continuing until further notice. This policy is subject to revision at any time and is based on the most current local, State, and Federal directives as well as CDC guidelines regarding the coronavirus (COVID-19). Failure to comply with this policy could result in an increased risk of exposure to both staff and guests creating an extended closure of the facilities. Therefore, it is incumbent on all to ensure compliance with this policy.

EMPLOYEE SAFETY GUIDELINES

Consider the following guidelines and suggestions to control building ingress and egress, and that promote ongoing safety and precautionary measures at those points. These might include:

Entry Points (Non-event day)

ASM Global Employees, Contractors, Temps and Vendors must enter through the East main entrance or garage stair well

Reception

Training reception personnel on safe interactions with guests. Disposable sticker security tags rather than recycled clips or lanyards

Wellness Checks

All employees MUST self-administer their body temperature prior to entering the building on a daily basis; All ASM Global on-site employees must complete the standard health questionnaire on a weekly basis and are encouraged to stay home if they feel sick

Signage

Install signage at multiple, relevant locations in the entry sequence. Explain building access rules and other protocols that impact how occupants use and move throughout the building

PPE (Personal Protective Equipment)

PPE will be provided to anyone working in the building. Gloves and safety suits are not required but can be provided if necessary, to safely perform your job. Used PPE must be disposed of in the provided PPE receptacles

Social Distancing

All full-time & part-time employees must observe a minimum 6-foot distance at all times

Wash Hands

Wash hands for 20 seconds often. When needed, touch less hand sanitizing stations have been added to the office spaces and high traffic walkways

Meetings

In-Person are discouraged, unless observing social distancing guidelines

Elevators

Elevator Usage is limited to two people at a time

Workspaces

Employees in offices are encouraged to keep office doors open and employees in cubicles verify there is sufficient space to observe proper social distancing

Restrooms

Designated use is limited to the Lobby & WGA locations only and the employee restrooms on the Arena first level back of house by Command; These locations are included as part of the 2x per day cleaning schedule

Daily Cleaning

High touch areas are disinfected frequently and work spaces are professionally disinfected twice daily (morning and midday) with hospital-grade disinfectant



In advance of returning team members to the venue, please review the following information regarding the physical spaces. Note: Public safety codes, building codes, applicable laws and security requirements must not be compromised to reduce the potential for physical contact with items in the workplace.

SHIPPING AND RECEIVING AREAS:

The World Health Organization advises it is safe to receive packages from areas where COVID-19 has been reported. The virus does not survive for long on surfaces and the length of shipment time and other environmental factors should inactivate the virus. If you receive an expedited package from an area where COVID-19 is present, consider these steps:

- Wash your hands frequently with soap and water
 Use hand sanitizer when soap and water are not available
- Avoid touching your face, eyes, nose or mouth.

Before reopening review current processes for inbound and outbound deliveries (parcels, mail, food deliveries, couriers and so forth) and develop a revised plan to align to COVID-19 safety precautions. These might include:

- Routing instructions and plans to avoid deliveries through employee or main entrance and instead route through areas that will minimize contact
- Separating shipping and receiving areas from the general population
- Require personnel handling mail and parcels to wear PPE to receive parcels, mail and other deliveries, and train them in the proper use and disposal of PPE
- Sanitizing the exterior of packing

If appropriate, removing items from boxes and appropriate discard











As an organization, we at ASM Global want to provide you with the best guidance to begin to bring team members back to the workplace, and make the transition as safe, supportive and successful as possible.

MITIGATING WORKFORCE ANXIETY

Developing a plan to mitigate employee concerns must be a top priority. People may be worried about their personal health and the health of those they care about. They have anxieties about their jobs, and the workplace, and we want to do everything possible to calm their anxieties. To help team members through what may be a turbulent, stressful and unpredictable return to work, ASM Global intends to focus on our team members from both a personal and work perspective. It's critical to understand how the pandemic has impacted their personal connection to the culture of ASM Global. It's also important that our team members know that ASM Global cares about how they feel, the personal challenges they may now have, and that we want to ensure that they know we are committed to caring for their wellbeing as they return to their physical workplace.





CHANGE MANAGEMENT

Ensuring team members understand what the workplace will be like upon return is critical. Some team members may expect nothing to change, while others will assume everything will be different. Preparing and reminding them that these changes will help keep them safe ease confusion. Recommended practices for consideration include:

- Re-engagement of team members: Responses to working remotely during turbulent times are varied and unique. ASM Global will provide guidance on managing individual circumstances related to returning to the physical workforce.
- Early communication: As plans are forming, keep the workforce informed as soon as appropriate. We have provided more detailed suggestions on communications on the following page.



COMMUNICATIONS

As we methodically return our Team Members to the workplace, it is important that we communicate our new way of managing our business and how it will impact their day to day routine. The more we communicate and address the details of our new normal, anticipate employee questions, anxieties and concerns, the better our reactivation of the workforce will be. Some of the recommended communications strategies might include:

- Communicate frequently to make team members aware of the details and changes designed to keep everyone safe and healthy
- Educate and team members about new work practices and provide any training that may be needed
- Consider using a wide range of communication channels and materials email, posters/digital displays and others as we will still have team members working remotely or on reduced schedules. We want to make sure they remain connected to the team, and have all the available information they need.

- Share how ASM Global is following government guidelines and reiterate those guidelines for reopening workspaces.
- Overview of some changes team members may see:
 - New entrance protocols for team members visitors
 - The optional or even required use of masks or other PPE
 - Instructions on bringing equipment (laptops, chairs, etc.) back into the workplace and sanitation requirements
 - Changes to the work environment including office and meeting room arrangement, relocation of desks, etc.
 - Modifications to internal and external meeting protocols including hosting of client events, and visitor access









It will be important that we communicate to our team members any changes that we are implementing inside our workplaces. Each venue will have a unique set of circumstances to consider as they return team members to the workplace All areas of the workplace should make every effort to maintain social distancing protocols.

WORKPLACE HYGIENE PRACTICES

Encourage good **personal hygiene** and infection control practices when team members are in the workplace, including:

Respiratory etiquette:

- Encourage covering coughs and sneezes into a tissue and immediately throwing tissue away
- Turn away from others when coughing or sneezing

Hand hygiene:

- Promote frequent and thorough hand washing
- Make hand sanitizers available in multiple locations adjacent to common touchpoints including break rooms, copier areas, etc.

Avoid touchpoints:

- Provide disposable wipes so that common touchpoints (e.g., doorknobs, light switches, desks, desktop peripherals, remote controls, and more) can be disinfected by employees before each use
- Discourage the use or borrowing of other people's phones, desks, offices or equipment
- Maintaining a **clean workplace will** assist in minimizing risk to employees.

Kitchen Areas:

Develop new practices on kitchen and meal preparation areas, which may include some temporary measures such as:

- Encourage occupants to bring food and beverage items from home and manage them individually
- Minimize touchpoints by removing coffee pots and the like
- Eliminate open food items
- Increase frequency of cleaning appliances such as refrigerators and microwaves

Individual desks:

- Implement a strict clean-desk policy so that non-essential items are not stored on the desk, but rather enclosed in cabinets or drawers
- Supply disposable daily paper placemats for use at each desk
- If desks or work areas are shared, advise individuals to sanitize all surfaces upon arrival at that seat. Supply disinfectants in the immediate proximity (or on each desk)
- Unless stringent cleaning protocols are enforced, and if possible, avoid sharing of desks

In-person meetings:

- Coach team members to critically evaluate the requirement for in-person meetings
- Limit the number of attendees at in-person meetings and limit to spaces that accommodate safe distances
- Host large team/staff meetings via video conference rather than in-person
- Eliminate in-person meetings with external guests

Pre-shift briefing:

- Where possible, pre-shift briefings should be conducted in rooms large enough to accomplish social distancing
 - If not possible consider staggering arrival and briefings

ASM Global recommends that each venue review the guidelines and requirements of jurisdiction it is in as well as continuing guidance from the CDC. While it is not ASM Global's policy at this time to require the below listed protocols, we encourage you to follow the direction of the community health officials and the Contract Administrator in these areas. Should it be determined that such protocols are to be implemented, the Regional Vice President should be notified. The following guidance is provided to assist in setting up these protocols:









COMMON AREAS / LOBBIES

Consider guidelines and recommendations that promote safety and guide building occupants through common and amenities areas beyond the entry. These might include:

Hand sanitizer:

Hand sanitizer in stairs, elevator lobbies and all other building common areas

Signage:

Wayfinding signage or floor markings to direct foot traffic and ensure safe social distancing

Casual gathering spaces:

Re-arrange furniture to promote social distancing

Cleaning:

Monitor and review existing cleaning guidelines and adjust or enhance as needed for cleaning paths of travel and high touch areas



BASIC GUIDELINES - PHYSICAL AREAS

SOCIAL DISTANCING TIPS: ELEVATOR ETIQUETTE



- AVOID OVERCROWDING
- LIMIT THE NUMBER OF OCCUPANTS IN THE ELEVATOR TO 2 - 4 PEOPLE



- WEAR A CLOTH FACE COVERING WHEN IN THE ELEVATOR
- STAND NEAR THE FOUR CORNERS OF THE ELEVATOR AND AWAY FROM **OTHER OCCUPANTS**
- AVOID TOUCHING YOUR FACE AFTER **PUSHING BUTTONS**



 WASH YOUR HANDS WITH SOAP **OR SANITIZE YOUR HANDS AFTER** LEAVING THE ELEVATOR

SAMPLE ILLUSTRATION

Thank you for your participation in helping our Community combat the spread of COVID-19.



ELEVATORS / ESCALATORS:

Elevators represent a particularly challenging area to establish social distancing. Methods for managing the use of elevators might include the following:

- Social distancing queue management for waiting passengers
- Instructional signage displaying healthy elevator use protocols including passenger limits and safe distances in the carriage
- Signage inside elevator cars displaying healthy elevator use protocols - this may include floor stickers to establish distancing zones and describe where and how to stand
- Review of elevator cleaning processes, and updates to ensure on-going cleaning of high touch surfaces like elevator panels / buttons
- Escalators pose fewer challenges which may be managed with signage directing passengers where to stand and not to pass.



NON-EVENT DAY VISITOR SAFETY GUIDELINES

Administrative office visitor hours are currently Monday through Thursday, 8:30am - 5:30pm.

Make an Appointment

All administrative office visitors must have an appointment with a staff member before access is granted and Guest Services must be notified

PPE (Personal Protective Equipment)

PPE will be provided to anyone working in the building. Gloves and safety suits are not required but can be provided if necessary, to safely perform your job. Used PPE must be disposed of in the provided PPE receptacles. Masks must be worn when entering an occupied room or a common area. If you are in your office by yourself, you are not required to wear a face mask

Entry Points

All visitors must enter through the must enter through the East main entrance or garage stair well

Social Distancing

All staff and guests must observe a minimum 6-foot distance at all times

Limit Meeting Sizes

If virtual meetings are not an option, all group meetings must be limited to 10 people and must observe social distancing guidelines

Wash Hands

Wash hands for 20 seconds often. When needed, touch less hand sanitizing stations have been added to the office spaces and high traffic walkways

Restrooms

Designated Restroom use is limited to the Lobby & WGA locations only and the employee restrooms on the Arena first level back of house by Command; These locations are included as part of the 2x per day cleaning schedule

Venue Safety Signage

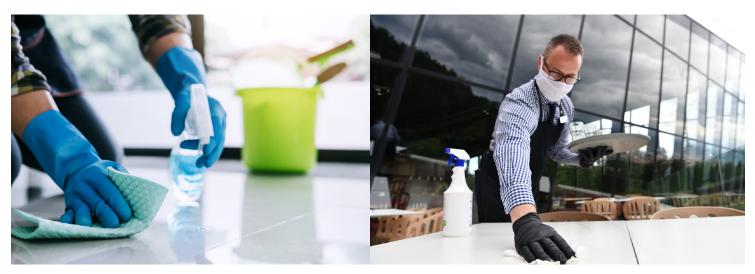
General venue safety and elevator etiquette signs are posted at all entry points and in high traffic areas

Elevators

Elevator usage is limited to two people or one family at a time

Daily Cleaning

High touch areas are disinfected frequently with hospital-grade disinfectant









American Bank Center partners and contractors must take steps to ensure that all employees, visitors and guests are aware of and follow these directives.

BOX OFFICE SAFETY PROTOCOL CHANGES

Reduced Hours of Operation:

Monday - Friday, 10am - 4pm

Access Point

On non-event days, box office windows can be accessed only on the South side of the Arena via Resaca Street

Social Distancing Floor Markers for z Line Queues

Floor markers have been added on the ground outside windows to separate guests by 6-feet while in line

Contactless Payment

Cash is discouraged at box office; peripheral Credit card machines are being procured and soon will be moved outside the box office window. Signatures will be waived. At this time, Credit cards will be accepted and manually utilized as needed. Refunds may require a physical Credit Card at this time. Subject to change

Paperless Tickets

Paperless Tickets at the box office are the preferred mode of delivery at this time. All tickets and receipts can be delivered to the customer via SMS (Text Message). If hard tickets or receipts are needed due to technological limitations, hard tickets or receipts can still be printed for patrons

Will Call

Print-at-home or mobile tickets are available and encouraged

EVENT DAY SAFETY PROTOCOL CHANGES

ADVANCED NOTICES OF SAFETY CHANGES TO THE PUBLIC INCLUDE:

- Designated page with complete list of safety precautions on AmericanBankCenter.com
- Featured changes with a link to the full list included on each event page on americanbankcenter.com and each event page on facebook.com/ AmericanBankCenter
- Detailed safety information included in the venue's "Know Before You Go" eblast sent out to ticket purchasers before each event
- All event announcements to include the following notices:
 - This event is subject to State of Texas and local government guidelines for helping the community stay safe during the COVID-19 pandemic.
 - Social distancing CANNOT be maintained in the arena bowl – MASKS REQUIRED – Enter at your own risk

Social distancing and mask requirement signage posted at parking lot entrances, box office and at entry points







East Entry & Garage Stairwell

Full-time, part-time and event day staff, vendors, working first responders must use East entry and garage stairwell to enter

Loading Dock Gate

Deliveries, event promoters, artists, road crews, stagehand labor, teams, team officials, approved team media; PPE will be handed out at the gate as needed

PARKING

Employee PPE

All parking employees must wear masks and gloves at entry points or when customer facing

Valet Suspended

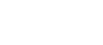
Only self-park lots are available to customers until further notice



Convention/ Selena Auditorium Parking

Arena Parking







GUEST SERVICES & SECURITY CHECKPOINTS

- Extending door times to 90+ minutes to allow plenty of time for guests to enter
- Open all entry points regardless of expected attendance (as possible)
- Adjusting security screening lines to allow for social distancing (as possible)
- PPE all staff are required to wear facemasks and gloves at all times
- Social Distancing Markers added for line queues at all three main entrances
- Bags are discouraged. Bag policy will still be enforced











Hand Santizing Stations

Adding hand sanitizing stations throughout entry points and concourse

Deep Cleaning Between Events

Fully sanitize arena seats and high touch point areas after every event with hospital grade disinfectant

Continuously Cleaning During Events

Add additional housekeeping staff to continuously clean restrooms throughout the event to ensure all soaps and disposables are properly stocked

Signage

Social distancing & elevator etiquette signage posted throughout the building

Floor Markers

Social distancing **floor markers** at every line queuing (Box Office, Security, Restrooms, Concessions, etc.)

Elevator Usage

Limiting elevator usage to one family or two people per ride

Touch Points

Limiting touch points by propping open interior doors when possible

Relocating Merchandise

to team store location to control access for social distancing and to allow more space on the concourse

Merchandise

Adding **additional merchandise** locations outside where applicable



PPE

All employees must wear face masks when social distancing is not possible

Social Distancing

Queue lines with stanchion toppers or floor markers

Credit Cards Only

Cash is no longer accepted at concessions until further notice

Sneeze Guards

Adding sneeze guards at concession points of sale

Condiment Stations

Removing all shared condiment & utensil stations and replacing with single use condiment packets and pre-packaged utensils kept behind the concession stand counters

Portable Bars

Removing relocating some beer portables/ kiosks from concourse to allow for more spacing

Table and Chairs

Removing barstools and chairs from bars and the concourse to deter any gathering and to allow for proper social distancing

Pre-Packaged Food

Offering more pre-packaged concessions

Lids

Using lids on all beverages including soft drinks and draft beers



INSIDE THE WORKPLACE



TEAM MEMBER ENTRANCE / HEALTH SCREENING

- Team members should be reminded regularly that their health and the health of those around them is an important responsibility
- Team members will be asked upon arrival the following questions. If the answer to any of these is yes, the team member should be directed to return home and self-quarantine. A standard template that asks the following questions will be provided.
 - Are they suffering at this time any of the acknowledged symptoms; including dry cough, fever, shortness of breath, chills, headache or sore throat
 - Are they residing with anyone exhibiting any of the acknowledged symptoms; including dry cough, fever, shortness of breath, chills, headache or sore throat
 - Team members may be observed by management personnel and anyone exhibiting any of the acknowledged symptoms; including dry cough, fever, shortness of breath, chills, headache or sore throat should be directed to return home and self-quarantine
 - This questionnaire should be completely weekly, and the HR Department will keep the responses in a confidential secure location.



EMPLOYEE HEALTH QUESTIONNAIRE

ARE YOU EXPERIENCING ANY OF THESE SYMPTOMS? None of the BELOW

- OR ONE OR MORE OF THE FOLLOWING: Fever (>100.4
- Difficulty breathing
- Difficulty breathing Cough Sudden loss of taste and/or smell Sore throat Aching throughout the body Vomiting or Diarrhea

ARE YOU TAKING MEDICATION FOR THE ABOVE SYMPTOMS? Yes

• No

IS SOMEONE YOU LIVE WITH EXPERIENCING ANY OF THESE SYMPTOMS?

• None of the BELOW

- OR ONE OR MORE OF THE FOLLOWING: Fever (>100.4°F), chills, or sweating
- Difficulty breathing
- Cough

*<u>ASM</u>

- Sudden loss of taste and/or smell
- Sore throat Aching throughout the body Vomiting or Diarrhea

IS SOMEONE YOU HAVE COME IN CONTACT WITH AT WORK EXPERIENCING ANY OF THESE SYMPTOMS?

- None of the BELOW
- OR ONE OR MORE OF THE FOLLOWING: Fever (>100.4°F
- Difficulty breathing
- n en loss of taste and/or smell
- Cough
 Sudden loss of taste and/or so Sore throat
 Aching throughout the body
- Vomiting or Diarrhea

IN THE I AST 14 DAYS, HAVE YOU RAVELED OUTSIDE YOUR NORMAL DAILY ROUTINE?

o No

IN THE LAST 14 DAYS, WHAT IS YOUR EXPOSURE TO OTHERS WHO ARE KNOW TO HAVE COVID-19?

ONE OF THE FOLLOWING

- I live with set I've had close contact with someone who has COVID-19
- I've been near someone who has COVID-19
 I've not had exposure

nediately.

VENUE

SAMPLE ILLUSTRATION

PRINTED NAME SIGNATURE & DATE "If any of these answers change over the course of the next week I recognize I need to notify my ma

- Team members may be asked to have a temperature check performed
 - In all cases the check should be conducted with a touchless infrared thermometer

Thank you for your participation in helping our Community combat the spread of COVID-19.

- Where possible, the check should be conducted by a medical professional. In cases where this is not practical, selfadministering is preferred. At no time, however, should ASM Global team members be checking the temperature of others
- In all cases, proper sanitation practices should be observed
- Baseline temperature should be established in accordance with the governing health department officials. Team members who exhibit a temperature above the established baseline should be directed to return home and selfquarantine.

PERSONAL PROTECTIVE EQUIPMENT (PPE):

- The use of PPE in the workplace by team members is encouraged in accordance with the guidelines of the governing health department
- In cases were PPE, such as a face mask, is required by the governing health department then the venue will supply.

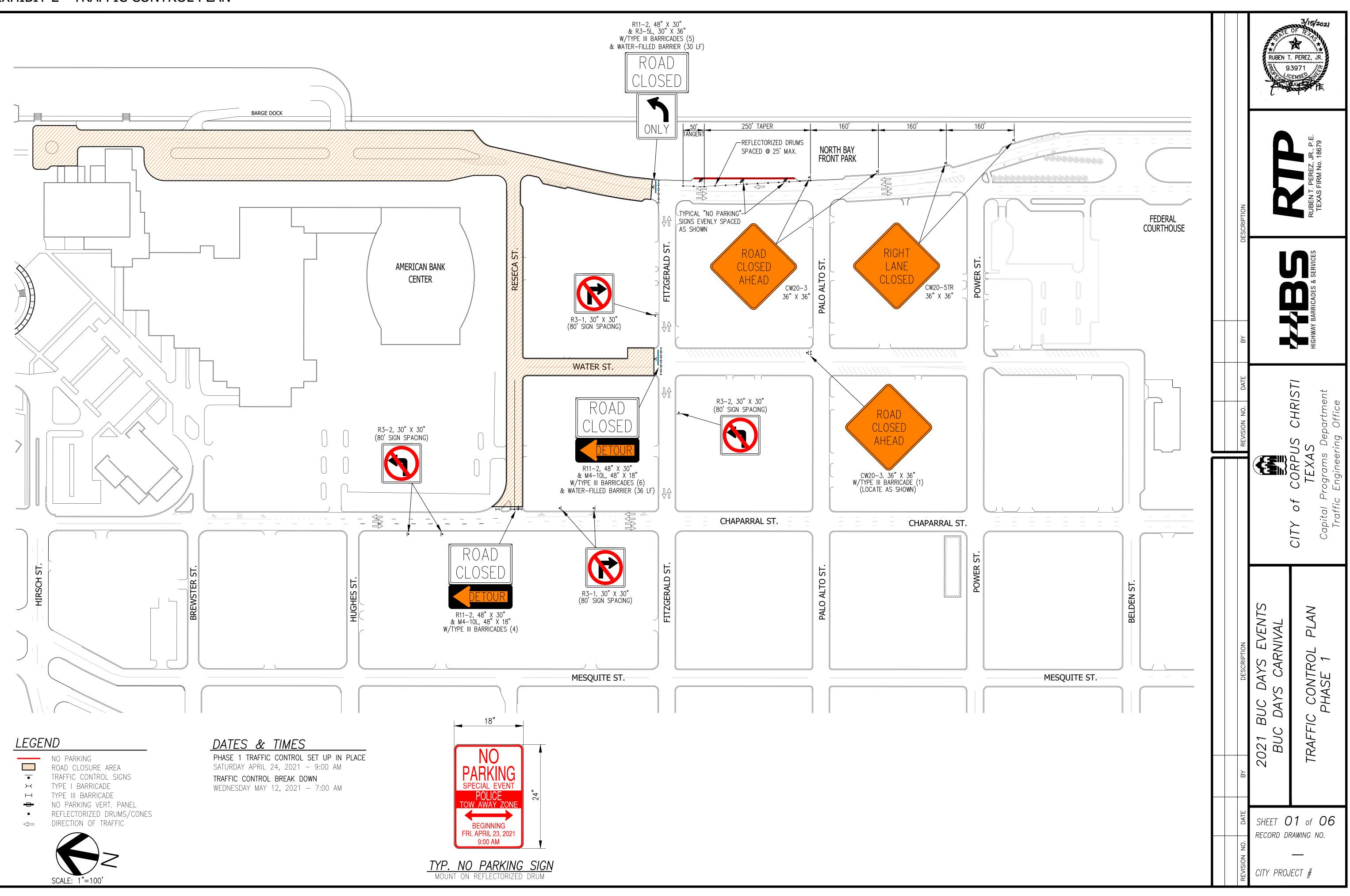


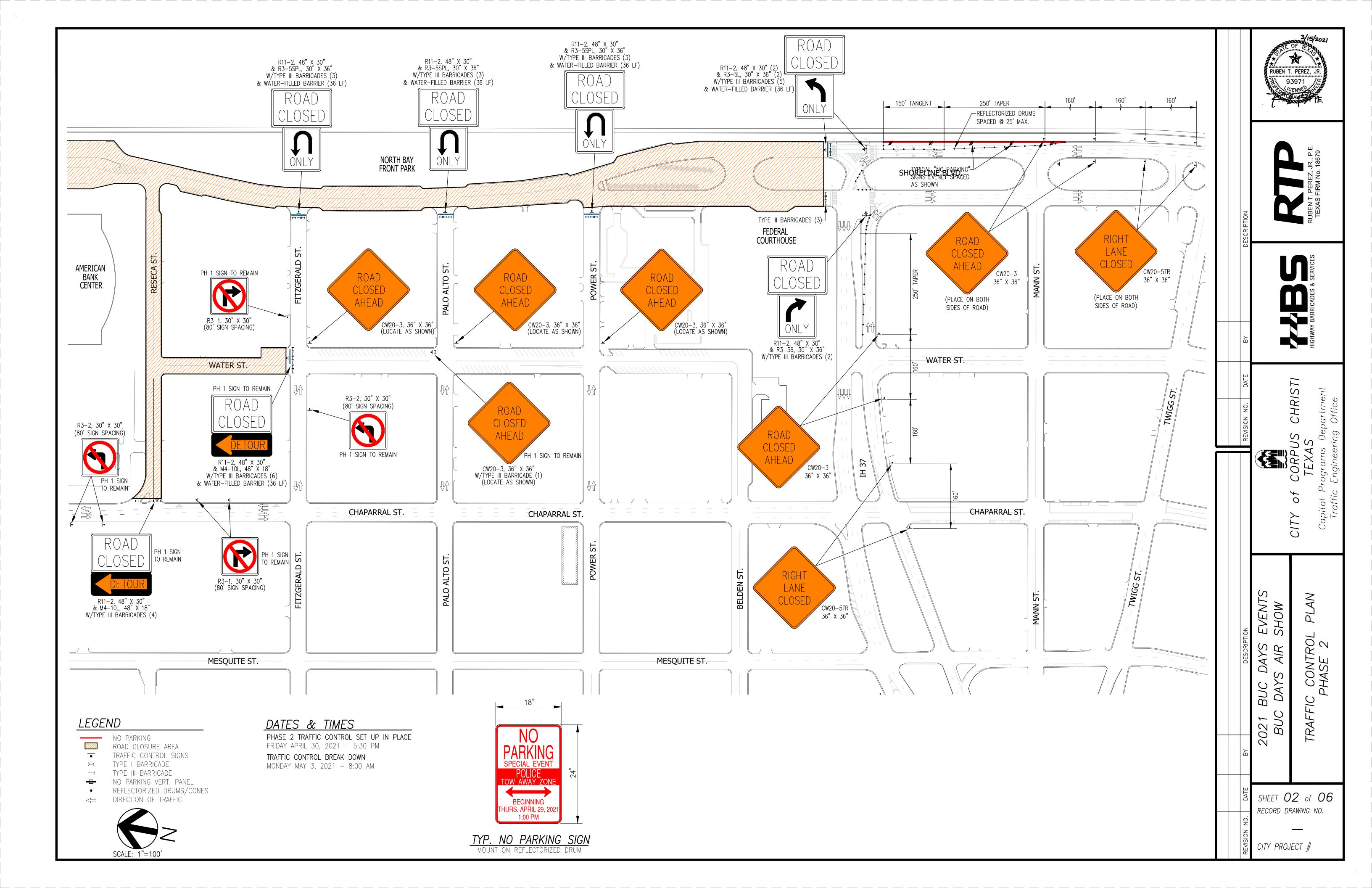
ASM Global is closely monitoring government policy changes, CDC and WHO guidelines, government mandates, and public health advancements and will continue to make changes as necessary or appropriate to our protocols and procedures.

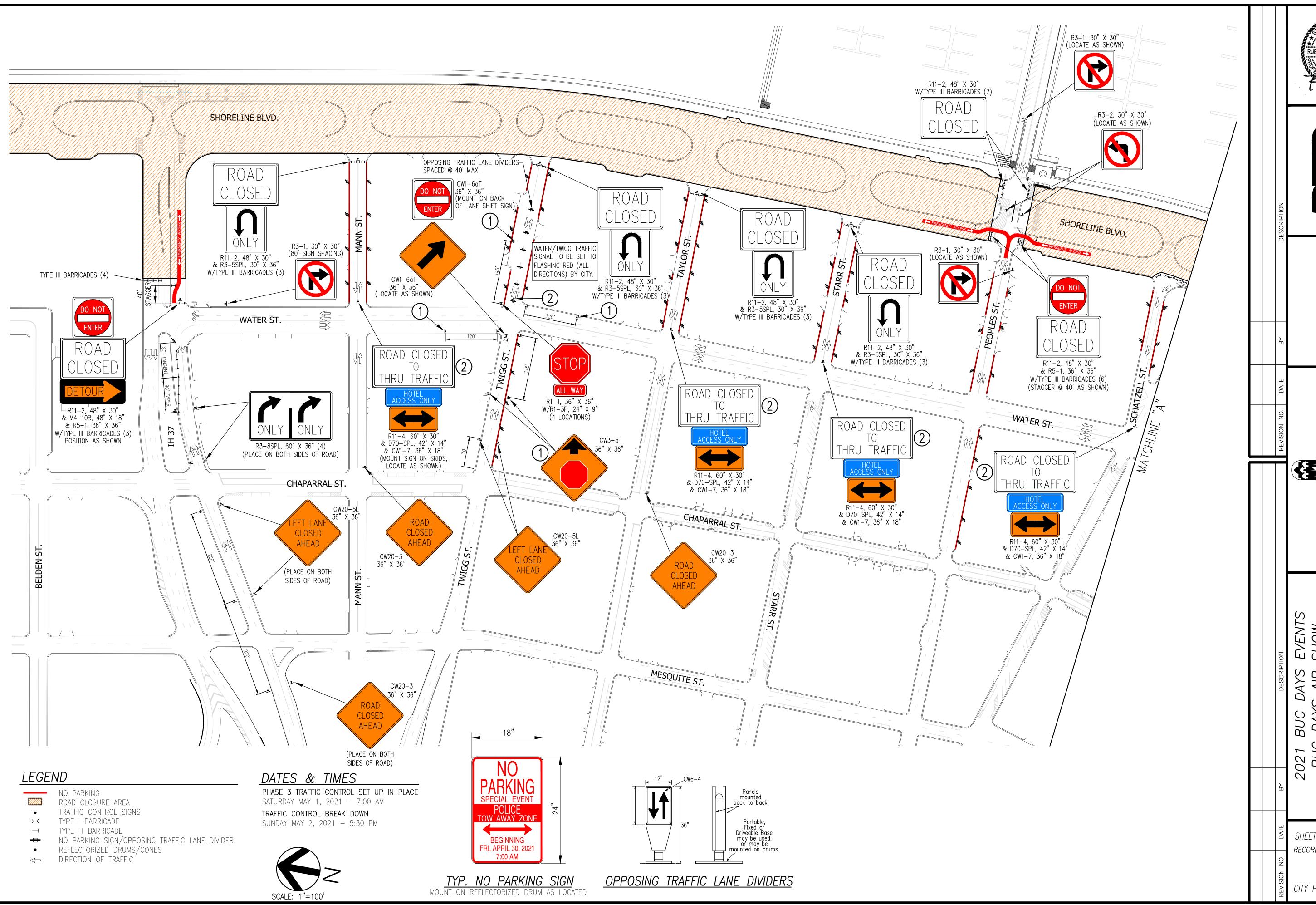
We'll continue to provide more guidance and recommendations as new ideas and practices emerge-that's part of our ongoing commitment to helping our venues prepare for what's next.



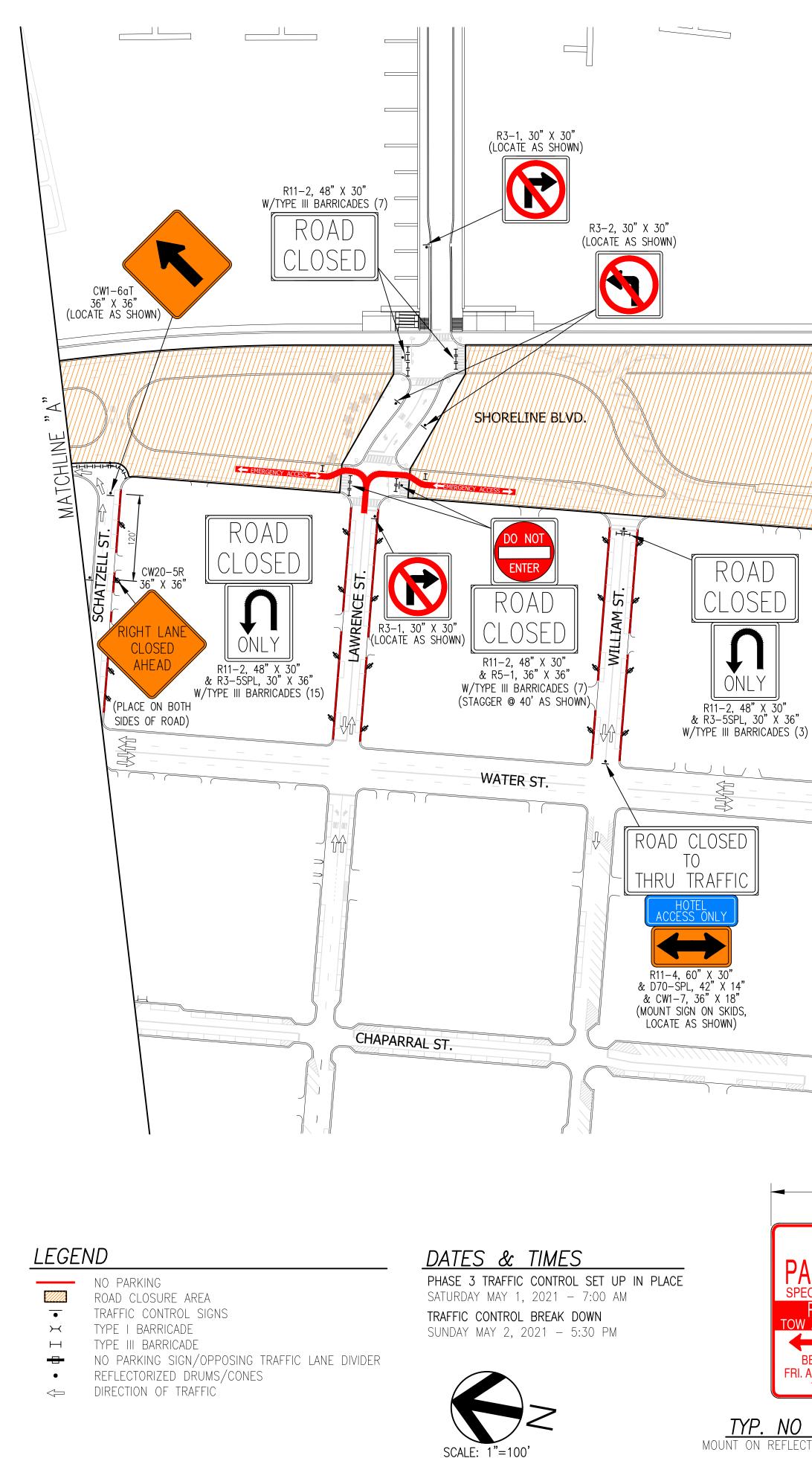
EXHIBIT E - TRAFFIC CONTROL PLAN



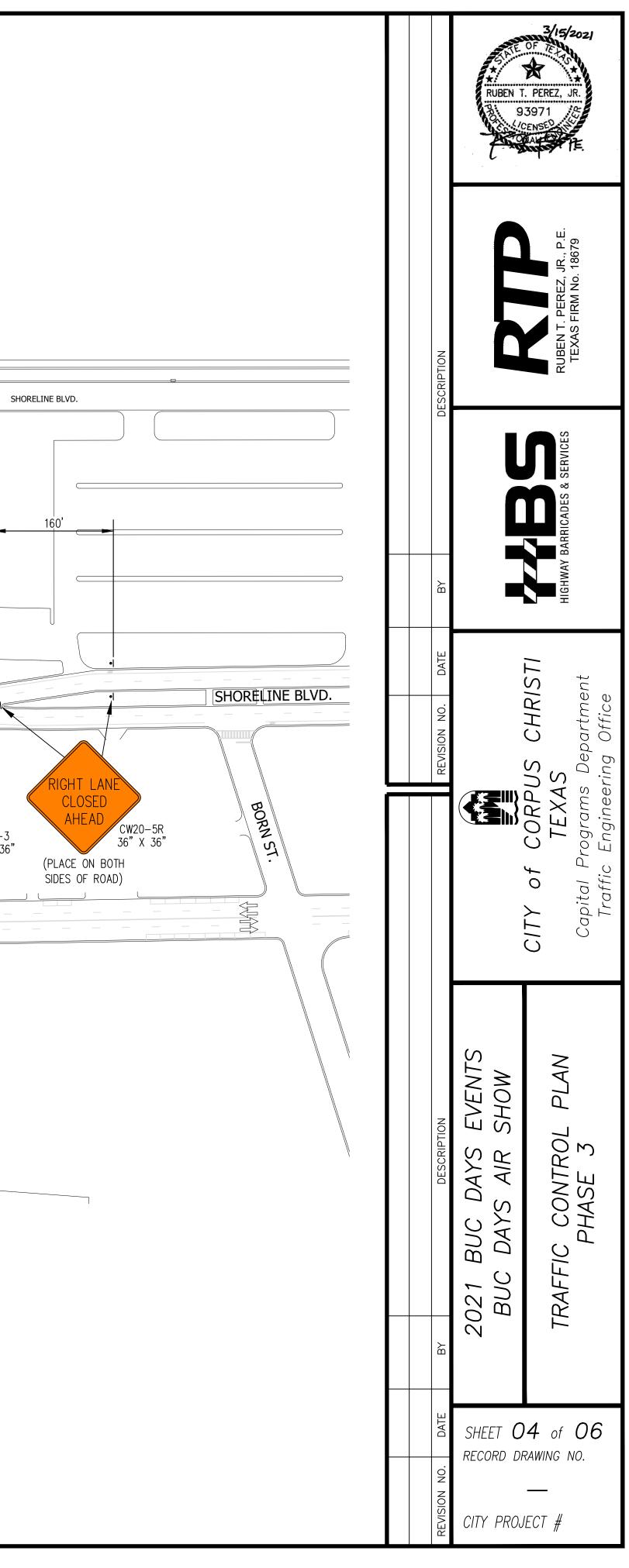


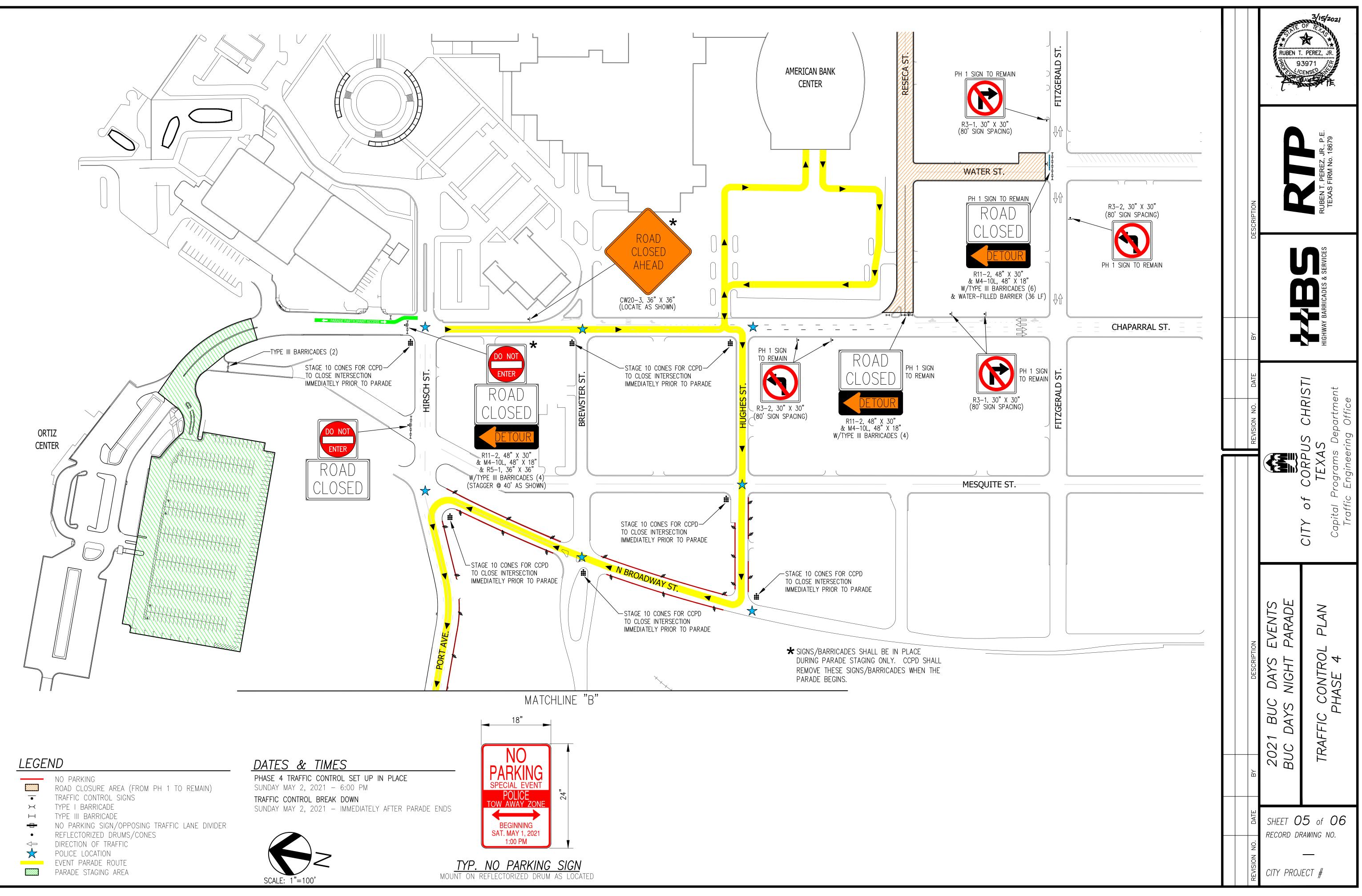


	RUBEN T. PEREZ, JR. 93971				
DESCRIPTION		RUBEN T. PEREZ, JR., P.E. TEXAS FIRM No. 18679			
BY		HIGHWAY BARRICADES & SERVICES			
DATE		ISTI ent			
REVISION NO.		US CHR \S : Departm€ ring Office			
		CITY of CORPUS CHRISTI TEXAS Capital Programs Department Traffic Engineering Office			
DESCRIPTION	2021 BUC DAYS EVENTS BUC DAYS AIR SHOW	TRAFFIC CONTROL PLAN PHASE 3			
BΥ	20 1	ΗL			
DATE	SHEET O RECORD DF	3 of 06 RAWING NO.			

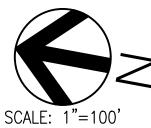


/R3-1, 30"X 30"/ (LOCATE AS SHOWN) 50' TANGENT 250'TAPER 160' 160' S R3–2, 30" X 30" (LOCATE AS SHOWN) SARTAIN ROAD)O NO1 5 JLVJLI ENTER Z ALLEY \bigcap ROAD (STAGGER @ 40' COOPERS , CLOSE AS SHOWN) ONLY R11–2, 48" X 30" & R3–5SPL, 30" X 36" W/TYPE III BARRICADES (3) ST ROAD CLOSED KINNEY AHEAD CW20-3 36"X 36" R11-2, 48"X 30" & M4-10L, 48" X 18" & R5-1, 36" X 36" W/TYPE III BARRICADES (5) WATER ST. JAA ROAD CLOSED ΤO 444 THRU TRAFFIC R11-4, 60" X 30" & CW1-7, 36" X 18" (MOUNT SIGN ON SKIDS, LOCATE AS SHOWN) CW20-3 36"X 36" CLOSED AHEAD (* 19***** / /) (PLACE ON BOTH SIDES OF ROAD)= 18" NO PARKING SPECIAL EVENT POLICE TOW AWAY ZONE Panels mounted back to back \square 24 Portable, Fixed or Driveable Base may be used, or may be mounted on drums. BEGINNING FRI. APRIL 30, 2021 7:00 AM OPPOSING TRAFFIC LANE DIVIDERS TYP. NO PARKING SIGN MOUNT ON REFLECTORIZED DRUM AS LOCATED

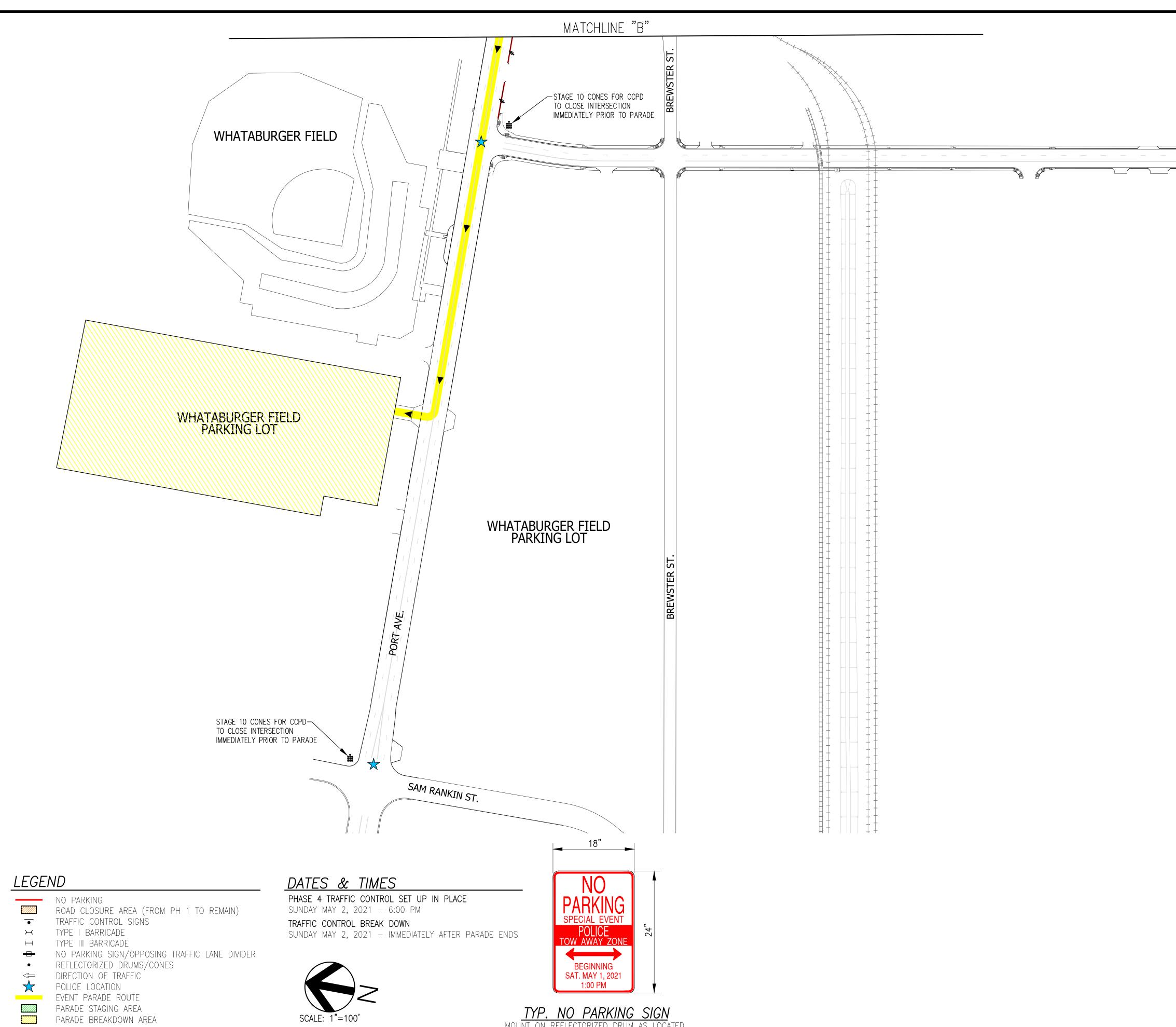




	NO PARKING ROAD CLOSURE AREA (FROM PH 1 TO REMAIN)
•	TRAFFIC CONTROL SIGNS
\succ	TYPE I BARRICADE
Н	TYPE III BARRICADE
	NO PARKING SIGN/OPPOSING TRAFFIC LANE DIVIDER
٠	REFLECTORIZED DRUMS/CONES
$\stackrel{\triangleleft}{\bigstar}$	DIRECTION OF TRAFFIC
\bigstar	POLICE LOCATION
	EVENT PARADE ROUTE
	PARADE STAGING AREA







TYP. NO PARKING SIGN MOUNT ON REFLECTORIZED DRUM AS LOCATED

	RUBEN T. PEREZ, JR. 93971 CENSED A				
DESCRIPTION	RUBEN T. PEREZ, JR., P.E. TEXAS FIRM No. 18679				
BY D	HIGHWAY BARRICADES & SERVICES				
IO. DATE	IRISTI ment ice				
REVISION NO.	US CH US CH AS © Depart ering Off				
	CITY of CORPUS CHRISTI TEXAS Capital Programs Department Traffic Engineering Office				
DESCRIPTION	2021 BUC DAYS EVENTS BUC DAYS NIGHT PARADE TRAFFIC CONTROL PLAN PHASE 4				
BΥ	20: BUG TR				
. DATE	SHEET 06 of 06 RECORD DRAWING NO.				
REVISION NO.	 CITY PROJECT #				

EXHIBIT F - PARKS & RECREATION SCHEDULE

Air Show Saturday 5/1/2021 Sunday 5/2/2021 4 employees/3 hrs 4 employees/3 hrs

 Carnival
 Thursday 4/29/2021
 Friday 4/30/2021
 Saturday 5/1/2021
 Sunday 5/2/2021
 Tuesday 5/3/2021
 Wednesday 5/5/2021
 Thursday 5/6/2021
 Friday 5/7/2021
 Saturday 5/8/2021
 Sunday 5/9/2021

 4 employee/5 hrs
 4 employee/5 hrs
 6 employee/10hrs
 6 employee/10hrs
 6 employee/5 hrs
 4 employee/5 hrs
 4 employee/5 hrs
 6 employees/10hrs
 6 employees/10hrs

Kubota

 Thursday 4/29/2021
 Friday 4/30/2021
 Saturday 5/1/2021
 Sunday 5/2/2021
 Monday 5/3/2021
 Tuesday 5/4/2021
 Wednesday 5/5/2021
 Friday 5/2/2021
 Saturday 5/8/2021
 Saturday 5/9/2021
 <th

Vehicle Trash

 Thursday 4/29/2021
 Friday 4/30/2021
 Saturday 5/1/2021
 Sunday 5/2/2021
 Tuesday 5/4/2021
 Wednesday 5/5/2021
 Thursday 5/6/2021
 Friday 5/7/2021
 Saturday 5/8/2021
 Sunday 5/9/2021

 3 employee/5 hrs
 3 employee/10 hrs
 3 employee/10 hrs
 3 employee/5 hrs
 3 employee/5 hrs
 3 employee/5 hrs
 3 employee/10 hrs</

Parade

4 employees/ 4hrs

05/02/21

All bliow D11 but 5/1, 15100 - 15100						
Activity	Personnel					
Description	#	Start	End	# hrs		
Bike team	4	10:00	16:00	6.00		
Golf Cart or Kabota	2	10:00	16:00	6.00		
Medic Unit Stand by	2	10:00	16:00	6.00		
Emergency Manager	1	10:00	16:00	6.00		
Emergency Management Spec.	1	10:00	16:00	6.00		
Incident Manager	1	10:00	16:00	6.00		
Operations Sect. Chief	1	10:00	16:00	6.00		
Medical Branch Supervisor	1	10:00	16:00	6.00		

EXHIBIT G - FIRE DEPARTMENT/EOC SCHEDULE OF HOURS Air Show D1: Sat. 5/1, 13:00 - 15:00

Air Show D2: Sun. 5/2, 13:00 - 15:00

Activity	Personnel			
Description	#	Start	End	# hrs
Bike team	4	10:00	16:00	6.00
Golf Cart or Kabota	2	10:00	16:00	6.00
Medic Unit Stand by	2	10:00	16:00	6.00
Emergency Manager	1	10:00	16:00	6.00
Emergency Management Spec.	1	10:00	16:00	6.00
Incident Manager	1	10:00	16:00	6.00
Operations Sect. Chief	1	10:00	16:00	6.00
Medical Branch Supervisor	1	10:00	16:00	6.00

BUC Days Parade - Sun. 5/2, 18:00 - 22:00

Activity	Personnel			
Description	#	Start	End	# hrs
Bike team	4	16:00	22:00	6.00
Golf Cart or Kabota	2	16:00	22:00	6.00
Medic Unit Stand by	2	16:00	22:00	6.00
Emergency Manager	1	16:00	22:00	6.00
Emergency Management Spec.	1	16:00	22:00	6.00
Incident Manager	1	16:00	22:00	6.00
Operations Sect. Chief	1	16:00	22:00	6.00
Medical Branch Supervisor	1	16:00	22:00	6.00