

BUC DAYS 2022 - 2026 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, BBQ cookoff, rodeo, Professional Bull Riding, 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 Event – means the annual Buccaneer Days Junior Parade and/or 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. Public Works Director – means the Director of the City of Corpus Christi's Public Works Department

S. Solid Waste Director – means the Director of the City of Corpus Christi's Solid Waste Department.

T. Wings Over South Texas or Air Show Event – means the air show to be performed along the Corpus Christi bayfront on applicable event years. Commission will inform the City no later than January 1 of the event year if the Air Show will occur as part of Buc Days for that year.

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 years 2022 through 2026 for the dates identified on **Exhibit A**.

3. PREMISES AND PERMITTED USES.

A. For the BBQ Cookoff and Wings Over South Texas Event: use of Shoreline Boulevard, between Waters Edge Park 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 any Buc Days 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. PREMISES REVISIONS. 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. PLANNING MEETINGS. 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. ADMISSION FEE. **Commission** may charge an admission fee. Special Events connected with **Commission** may charge another fee to help defray the cost of entertainment.

8. COMMISSION'S OBLIGATIONS.

A. Permit Fees. 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. Costs of City Services. **City** agrees to provide the following services each year for the **Buc Days Events**, **excluding the airshow cost**, not to exceed costs shown below:

- 1) *Public Works:* Street Sweeping and Inlets Cleaning; not to exceed \$1,875 in 2022 and 2023.
- 2) *Traffic Control - Parades:* Traffic Control Plan development and delivery/pick-up of traffic control barricades; not to exceed \$8,000 in 2022 and 2023.
- 3) *Traffic Control - Carnival:* Traffic Control Plan development and delivery/pick-up of traffic control barricades; not to exceed \$4,375 in 2022 and 2023.
- 4) *Solid Waste:* Street cleanup before the initial opening day of the Buc Days Parade and after final closing of the Buc Days Parade; not to exceed \$7,500 in 2022 and 2023.
- 5) *Parks and Recreation:* Daily trash pick-up on streets depicted on the Traffic Control Plan attached as **Exhibit D in accordance with the final schedule of hours to be prepared by the Director** using the 2021 schedule of hours provided on **Exhibit F as a guide**; not to exceed \$4,000 in 2022 and 2023.
- 6) *Police:* Security at Buc Days Carnival; and traffic control for the Parade; not to exceed \$23,000 in 2022 and 2023.
- 7) *Fire/EOC:* Medical support and emergency management operations support at the Buc Days Parade; in accordance with the final schedule of hours to be prepared by the Fire Chief of designee using the 2021 schedules provided on **Exhibit G** as a guide, not to exceed \$1,800 in 2022 and 2023.
- 8) **Commission** agrees to pay the **City** the total cost of \$50,500 for the 2022 Event year with the following cost increases for 2023 – 2026 for the City services defined in this subsection B:

- 2023: \$50,550
- 2024: \$52,066

- 2025: \$53,627
- 2026: \$55,235

On years that the Air Show will be included as part of Buc Days Events, the **Commission** agrees to pay the **City** an additional \$6,000 for the following services:

- 1) *Parks and Recreation*: deliver and pick-up trash receptacles for Air Show Event.
- 2) *Police*: traffic control for Air Show Event.
- 3) *Traffic Control*: Traffic Control Plan development and delivery/pick-up of traffic control barricades
- 4) *Fire/EOC*: Medical support and emergency management operations support at the Air Show Event.

The **Parks Director** will invoice the **Commission** 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. Weather Considerations 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. City Sponsorship Recognition 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 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. Deposit. 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 punch list 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 punch list to original condition within ten (10) days after receipt of the punch list. If **Commission** does not timely restore the items on the punch list, the City may use the Deposit 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. GENERAL PERMITS. **Commission** shall obtain and pay for necessary permits for the Buc Days Events from **City** Departments, including but not limited as outlined below.

A. Temporary Street Closure Permit. The City street closure process will govern any necessary street closures. **Commission** must provide the **Public Works 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. Special Event Permit. **Commission** will obtain a Special Event Permit from the Parks & Recreation Department for use of any Park property.

C. Temporary Promotional Event Permit **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. Parade Permits. **Commission** must obtain Parade Permits for both the Junior Parade and Illuminated Night Parade, as specified in the City Code of Ordinances.

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

F. Vendor Permit. **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. Alcohol and Food Vendors. The **Commission** may contract with third party alcohol and food concessionaires for the American Bank Center Grounds for any of the Buc Days Events. **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 City property adjacent to and within the American Bank Center Grounds, 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. Fireworks Permit. If Fireworks are being hosted, **Commission** must obtain Fireworks Permit from the Fire Department.

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

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

K. Music Licenses. **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. Barricades, Traffic Signs. 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. Parking. 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. Signage and Advertising. All signage on City property outside of the Premises must be pre-approved by the Director of Parks and Recreation. On certain advertising for the **Event**, Lessee shall recognize the City as a major contributor to the **Event**. **Commission** will be allowed to install Buc Days event banners on AEP owned light poles between April 15 – May 15 annually. Banners will be located along the seawall on Shoreline Blvd between the Barge Dock and Furman Blvd; depicted on attached Exhibit H.

D. Rest Rooms, Drinking Water and First Aid. 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. Fence. 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. Storm Water System Protection. 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. Construction. 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. Temporary Buildings. Commission must receive prior 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. Pavement, Curbs, Sidewalks, Seawall. 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 Public Works**. However, tent staking on asphalt parking lots is allowed so long as the tent holes are no greater than 1.5".

J. Permissible Vendor Location Markings. 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. Landscaping. Landscaped areas within the **Premises** or utilized for the Buc Days **Events** must be protected by the **Commission**.

L. Safety Protocols. Commission will develop and maintain health safety protocols for the Events to be reviewed by the Corpus Christi – Nueces County Public Health District Director or Assistant Director.

11. VENDORS

A. The Illuminated Night Parade, Junior Parade, and Wings Over South Texas are referred to in this section as **"Special Events."**

B. Commission or its designee shall have exclusive authority to administer and issue Buccaneer Commission Street Vendor Permits to permit vending for the Special Events on the public sidewalks, in accordance with the following requirements.

C. Vendors who hold a lease or permit from the City to operate within the Premises may continue to operate under the terms of their lease or permit and are not required to obtain a Buccaneer Commission Street Vendor Permit.

D. Street Vendor Permit Duration. **Commission** or its designee shall have exclusive authority to administer and issue Buccaneer Commission Street Vendor Permits for the following time periods, which may be further designated by the City Manager:

- 1) Buc Days Illuminated Night Parade: 8:00 AM the day of the event, until one hour after the conclusion of the Illuminated Night Parade;
- 2) Buc Days Junior Parade: 6:00 AM the day of the event, until one hour after the conclusion of the Junior Parade.
- 3) Wings Over South Texas: 6:00 AM the day of the event, until one hour after the conclusion of the air show.

E. Street Vendor Fees. **Commission** shall have the authority to determine permit fees for its Buccaneer Commission vendor permits which fee shall be one hundred dollars (\$100.00) for each vendor and/or vending unit unless the Buccaneer Commission establishes a higher fee.

F. Prohibited Items. **Commission** shall further ensure that no Street Vendor sells the following items identified by the **Police Chief**: silly string, or any similar squirting device; poppers or any similar noise device; stink bombs or smoke bombs, or any similar device; or lasers or any similar laser producing device. No alcoholic beverages may be sold by a Street Vendor.

G. Food & Beverage Requirements.

1) **Commission** shall ensure that all Food and Beverage Vendors comply with all requirements of the **Corpus Christi - Nueces County Public Health Department**, and all other local, State or Federal laws, rules, and regulations regarding the sale and storage of food.

2) **Commission** shall require all food and beverage street vendors to clean the area around each food and beverage booth. The cleanup will be hourly and immediately after the conclusion of each **Special Event**. 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**.

H. Stationary Vending Booths.

1) **Commission** desires to place Stationary Vending Booths on real property owned by the **City** during **Special Events**. The **Commission** may place a Stationary Vending Booth at a specific location that has been reviewed and approved in writing by the **City Manager, Police Chief, Fire Chief, Public Works Director, Parks Director, Director of Property and Facilities Management Department, and Solid Waste Director**.

2) **Commission** shall obtain all necessary permits prior to the placement of Stationary Vending Booths. Booths may be placed at **City**-approved locations no earlier than 48 hours prior to the start of a **Special Event**. **Commission** shall promptly remove or relocate booths at **Commission's** sole expense if deemed necessary by the **City Manager** or designee for repair to **City** or other public utilities, or for protection of public health and safety. All Stationary Parade Vending Booths must be removed, and property restored to original condition within 24 hours after the conclusion of a **Special Event**.

I. Parade Viewing Area

1) **Commission** may establish an exclusive VIP parade viewing area in the perimeter of Heritage Park, in the area agreed to by Parks Director.

2) **Commission** shall restore all City property used for viewing to its original condition within 24 hours of the conclusion of a **Parade Event**.

12. WINGS OVER SOUTH TEXAS EVENT

A. **Commission** may set up viewing tents and general viewing areas no earlier than the Monday prior to the first Airshow Event day. An event plan will be provided to the City no later than 30 days prior to the Airshow Event. **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 48 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. CLEAN UP. **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. RIGHT OF COMMISSION TO USE PUBLIC STREETS. **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. EMERGENCY VEHICLE LANES. **Commission** must always 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. SECURITY. 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. SAFETY HAZARDS. The **Commission**, upon written notice of identified Safety Hazards by the **Police Chief, Fire Chief, Parks Director, Public Works 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 a 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 while 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. INDEMNITY. *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 Indemnitors 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. NOTICE. 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:

Director of Parks and Recreation
City of Corpus Christi
 P.O. Box 9277
 Corpus Christi, TX 78469-9277
 (361) 880-3461
 FAX (361) 880-3864

If to Commission:

President & CEO
The Buccaneer Commission, Inc.
 P.O. Box 30404
 Corpus Christi, TX 78463-0404
 (361) 884-8331 or 882-3242
 FAX (361) 882-5735

21. DISPUTE RESOLUTION. 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. ASSIGNMENT. **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. BREACH, TERMINATION. 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. NOT PARTNERSHIP OR JOINT VENTURE. 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. CITY SERVICES SUBJECT TO APPROPRIATION. 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. COMPLIANCE WITH LAWS. **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. NON-DISCRIMINATION. **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. ENTIRETY CLAUSE. 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.

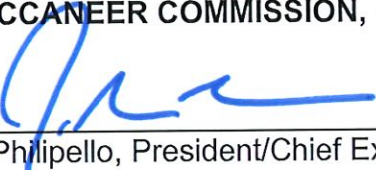
CITY OF CORPUS CHRISTI

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: 9/22/21

EXHIBIT A – EVENT DATES

EXHIBIT B - BUC DAY EVENTS SITE EXHIBIT

EXHIBIT C - INSURANCE

EXHIBIT D – TRAFFIC CONTROL PLAN (incorporated by reference)

EXHIBIT E – Left Blank

EXHIBIT F - SCHEDULE OF HOURS FOR PARKS & RECREATION for 2021

EXHIBIT G – SCHEDULE OF HOURS FOR CCFD AND EOC for 2021

EXHIBIT H – BUC DAYS BANNERS

EXHIBIT A Event Dates

Buc Days

May 5 – 15, 2022
May 4 – 14, 2023
May 2 – 12, 2024
May 1 – 11, 2025
April 30 – May 10, 2026

Night Parade & Parade Pachanga

May 7, 2022
May 6, 2023
May 4, 2024
May 3, 2025
May 2, 2026

Professional Bull Riding

May 6 - 7, 2022
May 5 - 6, 2023
May 3 - 4, 2024
May 2 - 3, 2025
May 1 - 2, 2026

Rodeo Corpus Christ & BBQ on the Bay

May 11 – 14, 2022
May 10 – 13, 2023
May 8 – 11, 2024
May 7 – 10, 2025
May 6 – 9, 2026

Wings Over South Texas

May 6 – 7, 2023 (Confirmed)
May 4 – 5, 2024
May 3 – 4, 2025
May 2 – 3, 2026

*Individual event dates may adjust year to year and written acceptance of changes may be made by Parks Director at the request of the Commission

EXHIBIT B

BBQ By The Bay



Wings Over South Texas



*Individual event layouts may adjust year to year and written acceptance of changes may be made by Parks Director at the request of the Commission

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. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
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 If Applicable	Vendor, at their own expense, shall be responsible for insuring all owned, leased or rented personal property.

- 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.

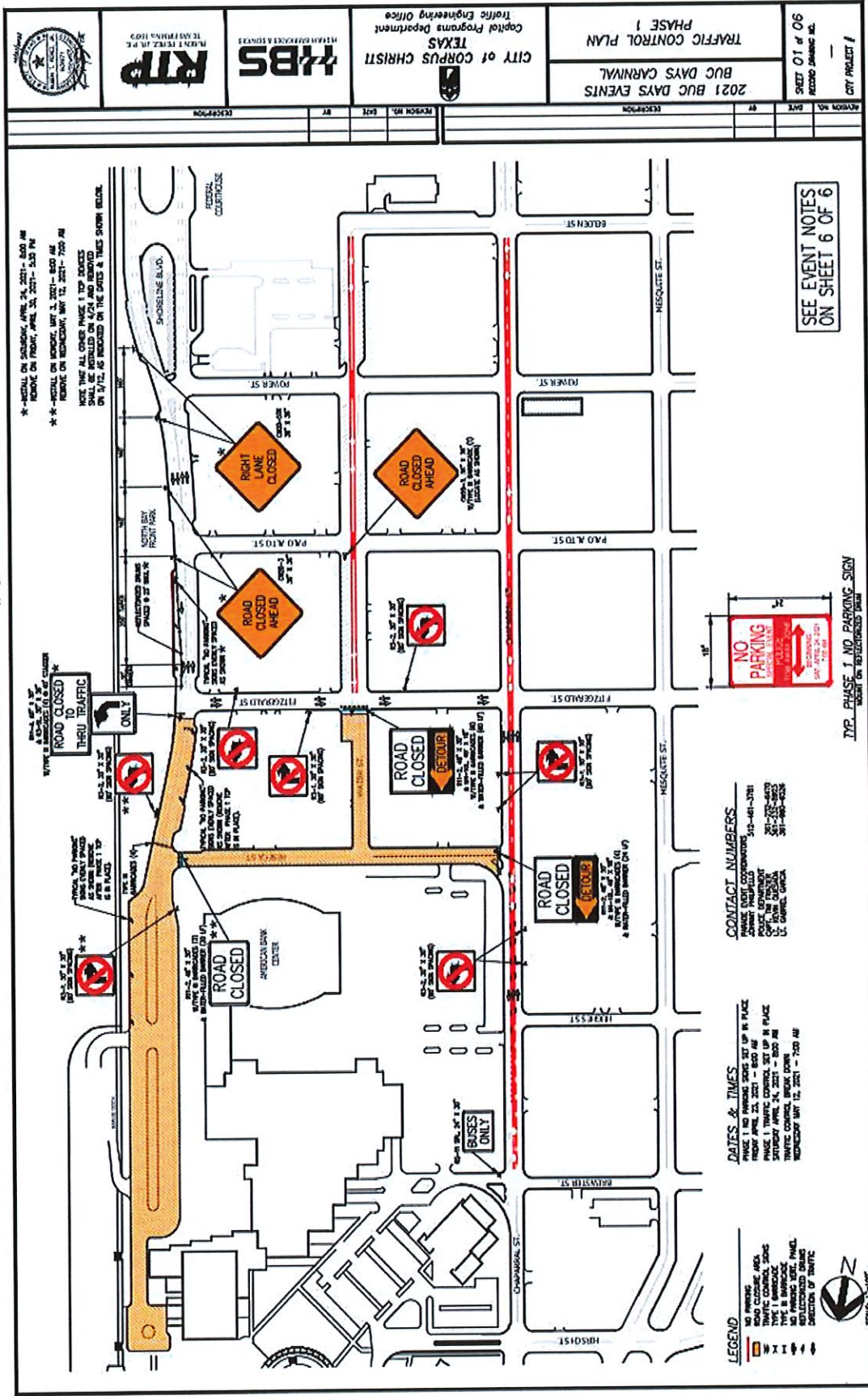
F. In addition to any other remedies the City may have upon Commission's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Commission to remove the exhibit hereunder, and/or withhold any payment(s) 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.

EXHIBIT D TRAFFIC CONTROL PLAN (pg. 1 of 6)



*Individual traffic plans may be adjusted year to year due to construction or unforeseen circumstances. Written acceptance of changes may be made by the applicable City departments at the request of the Commission.







*Individual traffic plans may be adjusted year to year due to construction or unforeseen circumstances. Written acceptance of changes may be made by the applicable City departments at the request of the Commission.





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

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	

EXHIBIT H – BUC DAYS BANNERS

