



NOTICE OF PORT COMMISSION MEETING

The Port Commission ("Commission") of the Port of Corpus Christi Authority of Nueces County, Texas ("PCCA"), will hold a Regular Session Meeting on Tuesday, December 15, 2015, at the Portland Community Center, 2000 Billy G. Webb, Portland, Texas. **The meeting will begin at 9:00 a.m. or at the conclusion of the meeting of the Pilot Commissioners for the Port of Corpus Christi Authority, if later.**

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Sherry DuBois at 885-6174 at least 48 hours in advance so that appropriate arrangements can be made.

Si usted se dirige a la junta y cree que su inglés es limitado, habrá un intérprete inglés español en la reunión de la junta para ayudarlo.

Members of the audience will be provided an opportunity to address the Port Commission. Please speak into the microphone located at the podium and state your name and address. Your presentation will be limited to three minutes.

PUBLIC NOTICE is given that the Commission may go into executive session at any time during the meeting to discuss matters listed on the agenda when authorized to do so by the provisions of Section 418.183 or Chapter 551 of the Texas Government Code. In the event the Commission elects to go into executive session regarding any agenda item, the presiding officer will publicly announce the section or sections of the Texas Government Code authorizing the executive session.

The agenda for the meeting is as follows:

1. Call meeting to order:
 - A. Pledge of Allegiance
 - B. Invocation
 - C. Receive Conflict of Interest Affidavits.
2. Approve the minutes of the November 17 and 23, 2015, Commission meeting.
3. Receive comments from the public. (Each speaker is limited to three minutes.)
4. Receive committee reports from the following Commission committees:
 - A. Security
 - B. Audit
5. Receive staff reports on the following matters:
 - A. Water
 - B. Channel Improvement Project
 - C. Bulk Terminal
 - D. Environmental

6. Approve a resolution honoring Port Chair Judy Hawley and thanking her for her years of services to the Port of Corpus Christi Authority.
7. Approve a resolution in memory of John Michael Barrett, Jr.
8. Approve a resolution naming the Oil Dock 14 Road after former Port Chairman Mike Carrell.
9. Receive report from the San Patricio Economic Development Corporation on services provided this year under their Development Services Agreement with the PCCA.
10. Receive presentation from Morehead, Dotts, Rybak and the Port's Communications Department on a marketing campaign for 2016.
11. Approve PCCA Sponsorship Policy.
12. Approve addition of Item 614, "Use of Unmanned Aircraft Prohibited over Port of Corpus Christi Authority (PCCA) Property," to Tariff 100-A.
13. Ratify Correction to Part Six, Paragraph C of Item 669, "Access to Port Authority Property," of Port Tariff 100-A.
14. Approve the Port's Assessment (Share) of the Refinery Terminal Fire Company's 2016 Operating and Capital Budget.
15. Approve Producer Price Index (PPI) adjustment to all Wharfage and Dockage charges under PCCA Tariff 100-A and to the following items under Bulk Terminal Tariff 1-A: Items 342 (Charges for Use of Traveling Gantry Crane), 344 (Charges for Use of Radial Ship Loader) and 346 (Unloading of Rail Cars at Bulk Dock 2).
16. Approve Producer Price Index (PPI) adjustment to the PCCA's pipeline easement fees and dredge material placement area depletion fees.
17. Approve changes to and renewal of Health and Dental Benefits Plan, effective January 1, 2016.
18. Approve reinsurance provider for the Health and Dental Benefits Plan, effective January 1, 2016.
19. Approve PCCA's Workers Compensation Insurance renewal for 2016.
20. Approve PCCA's Employer Contribution Rate for the Texas County and District Retirement System Plan for 2016.

21. Approve a resolution authorizing funding of the Port of Corpus Christi Promotion and Development Fund for 2016 and matters related thereto.

22. Professional Services Agreements. The Port Commissioners have been furnished with proposed Professional Services Agreements or Consulting Agreements with each of the following persons or entities for 2016, along with staff's recommendation with respect to each agreement, and these agreements will be approved by one vote, unless a Commissioner requests a separate vote on a particular agreement:

- A. Baker-Wotring, LLP
- B. W.L. Bates
- C. Berlanga Business Consultants
- D. BGYarbrough & Associates
- E. Borski Associates
- F. Frank Brogan
- G. Jorge Canavati
- H. Cassidy & Associates
- I. Delisi Communications-Pathfinder Public Affairs
- J. Hampton Road Consulting
- K. Joe Harrington
- L. Simon Hsing
- M. Mathiesen Maritime Services
- N. Thomas S. Moore
- O. Morehead, Dotts, Rybak
- P. Welder Leshin, LLP

23. Development Services Agreements. The Port Commissioners have been furnished with proposed Development Services Agreement with each of the following organizations for 2016, along with staff's recommendation with respect to each agreement, and these agreements will be approved by one vote, unless a Commissioner requests a separate vote on a particular agreement:

- A. Coastal Bend Bays & Estuaries Program
- B. Corpus Christi Chamber of Commerce
- C. Corpus Christi Hispanic Chamber of Commerce
- D. Corpus Christi Regional Economic Development Corporation
- E. Robstown Area Economic Development Corporation
- F. San Patricio County Economic Development Corporation

24. Discuss and take action on the PCCA's proposed 2016 Annual Budget.

25. Receive report from the Executive Director on upcoming community events, PCCA events and activities of the following PCCA departments during the preceding month—Safety, Community Relations, Communications, Government Affairs, Business Development, Foreign Trade Zone, Ortiz Center, Human Resources, Security, Operations, Engineering Services, Finance, Real Estate, and Environmental.
26. Receive comments from Port Commissioners on any of the agenda items for this meeting, the PCCA's activities during the preceding month, upcoming PCCA events, and suggestions for future agenda items.
27. The Commission will go into executive session pursuant to §551.074 of the Texas Government Code to deliberate the performance evaluation of the Executive Director and the Chief Operating Officer. The Commission may award bonuses and salary increases to these employees in open session.
28. The Commission will go into executive session pursuant to §551.087 of the Texas Government Code to deliberate offering financial or other incentives to a business prospect that PCCA seeks to have locate or expand on the north side of the Inner Harbor and with which PCCA is conducting economic development negotiations.
29. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate the purchase and value of certain real property accessible to the north side of the Inner Harbor. The Commission may authorize the acquisition of this property in open session.
30. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate the purchase and value of certain real property accessible to the south side of the Inner Harbor and related legal issues.
31. Discuss and take action on a Four Party Agreement pertaining to the Harbor Bridge Replacement Project and matters related thereto.
32. Adjourn.

AGENDA ITEM NO. 1

***CALL MEETING TO ORDER
NO ATTACHMENT***

**OFFICIAL MINUTES OF PORT COMMISSION MEETING
NOVEMBER 17, 2015**

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas, on Tuesday, November 17, 2015, at 9:00 a.m., for the regular monthly meeting of the Port Commission. This meeting included a Budget Workshop.

Present: Ms. Judy Hawley
Mr. Charles Zahn
Ms. Barbara Canales
Mr. David P. Engel
Mr. Richard Valls
Mr. Richard L. Bowers
Mr. Wayne Squires

Present: Mr. John P. LaRue
Mr. Sean Strawbridge
Mr. Jarl Pedersen
Mr. Darrin Aldrich
Mr. Tony Alejandro
Ms. Patricia Cardenas
Ms. Rosie Collin
Mr. Dennis DeVries
Mr. Tyler Fuhrken
Ms. Sarah Garza
Mr. David Krams
Mr. Ruben Medina
Ms. Sandra Terrell-Davis
Mr. John Pasch
Mr. Tom Mylett
Ms. Audre Debler
Mr. Bland Chamberlain
Ms. Sherry DuBois
Ms. Angela Leyva
Mr. Edward Martinez
Mr. Dave Michaelson
Mr. T.J. Gonzales
Mr. Bennie Benavides
Ms. Sonya Budilo
Ms. Liz Cantu
Ms. Peggy Mettlen
Ms. Vicky Garza
Ms. Roxana Gomez
Mr. Jesse Samu
Ms. Teresa Bray

Mr. Sam Esquivel
Ms. Tania Monroy
Ms. Natasha Fudge
Ms. Jennifer Powell

Others Present:

Mr. Leo J. Welder, Jr.
Mr. Dane C. Bruun

Others Present:

Ms. Carol Scott
Kailo Communications
Ms. Lillian Riojas
Capt. Joe Harrington
Valero
Ms. Sue Zimmermann
Mr. Xavier Valverde
G&H Towing
Mr. Tom Moore
Consultant
Mayor Pete Perkins
City of Ingleside
Mr. Bob Paulison
Port Industries
Mr. Chris Ramirez
Caller-Times
Mr. Terry Arnold
Consultant
Mr. Iain Vasey
CC Regional Economic Development Corp.
Mr. Bruce Anderson
StarCrest
Mr. Ed Persall
Mr. Tripp Batey
Mr. Terry Tryon
Hose of South Texas
Ms. Anita West
Aransas Pass Progress
Mr. Rich Stroot
Consultant
Mr. Daniel Korus
Del Mar College

I.

Chair Hawley called the meeting to order and asked for conflict of interest affidavits. None were submitted.

II.

On motion made by Mr. Valls and seconded by Mr. Squires the Commission approved the minutes of the October 20 and November 2, 2015, Commission meetings in the form presented to the meeting.

III.

The Chair asked for comments from the public. USCG Commander Jaylin Stineman updated the Commission on the recent vessel collision in the Inner Harbor.

IV.

The Commission received committee reports from the following Commission committees:

- A.** Security
- B.** Audit

V.

The Commission received status reports on the following matters from Mr. LaRue:

- A.** Water
- B.** Channel Improvement Project
- C.** Bulk Terminal
- D.** Environmental

VI.

The Commission received a report from the Corpus Christi Chamber of Commerce on services provided in 2015 under their Development Services Agreement with the PCCA.

VII.

On motion made by Mr. Engel and seconded by Mr. Bowers, the Commission approved the 3rd Quarter Investment Report for 2015 in the form presented to the meeting.

VIII.

On motion made by Mr. Engel and seconded by Mr. Bowers the Commission approved the 3rd Quarter Financial Report for 2015 in the form presented to the meeting.

IX.

Item G was removed from the Consent Agenda to be acted upon separately. Then on motion made by Mr. Valls and seconded by Ms. Canales, items A, B, C, D, E, F and H on the Consent Agenda were approved by one vote, in accordance with the respective staff recommendations furnished to the Commission at the meeting. These items were as follows:

- A.** Ratify a Lease Agreement with M&G Resins USA, LLC, for a 10-acre temporary construction laydown area at Rincon Industrial park.
- B.** Approve a 3-year Lease Agreement with WestStar Food Company, LLC, for use off East and West Transfer Facilities.
- C.** Approve an Amendment to an Easement Agreement with Koch Pipeline Company, LP, for an 8" nominal diameter paraxylene pipeline located along the north side of the Joe Fulton International Trade Corridor near the Viola Turning Basin.
- D.** Approve Easement Agreement with Air Liquide Large Industries U.S., LP, for a 6" nominal diameter lateral industrial gas pipeline to serve M&G Resins plant site on the north side of the Viola Channel.
- E.** Approve Site Investigation Access Agreement with Valero Refining – Texas, LP, to access property adjacent to Oil Dock 11.
- F.** Approve Port of Corpus Christi Authority Disposal Policy for Obsolete Computer Equipment.
- H.** Approve Service Order with Lockwood, Andrews and Newnam, Inc., under its Professional Services Master Agreement, for storm water quality improvements at the Bulk Terminal.

With regard to Item G: On motion made by Mr. Valls and seconded by Ms. Canales, the Commission approved, in accordance with the staff recommendations furnished to the Commission at the meeting, an increase in a Professional Services Contract with Burns & McDonnell Transportation, Inc., for engineering services associated with the removal of the Tule Lake Bridge foundation project.

X.

On motion made by Mr. Valls and seconded by Mr. Squires, the Commission rejected bids received on October 2, 2015, for the structural repairs to PCCA bridges.

XI.

This item, *Approve Changes to Tariff 100-A, Item 667, Stevedore and/or Freight Handling License, and License Application Form*, was removed from the agenda and no action was taken.

XII.

On motion made by Mr. Zahn and seconded by Mr. Valls, the Commission approved, in the form presented to the meeting, the addition of a new Part Six to Port Tariff 100-A, Item 669, Access to Port Property, and rescinded Port Tariff 100-A, Item 614, Prohibited Items. A copy of Item 669, as amended, is attached to these minutes as "Attachment A."

XIII.

On motion made by Mr. Engel and seconded by Mr. Valls, the Commission approved a \$75,000 payment to the Corpus Christi Chamber of Commerce for activities in support of the South Texas Military Task Force. This payment is to be made from the Port's Promotion and Development Fund.

XIV.

The Executive Director reported on the following during his report: Budget process update; Thanks to Ortiz Center for accommodating Moonlight in the Gardens event; and Introduction of new employees.

XV.

Chair Hawley asked for comments from Commissioners.

At 10:12 a.m. Chair Hawley announced that the Commission would go into executive session pursuant to §551.071, §551.072; and §551.087 of the Texas Government Code to deliberate agenda items 16, 17, 18, and 19.

At 1:24 p.m. the Commission reconvened into open session and began the Budget Workshop.

XVI.

This item was for executive session only: Deliberate the purchase and value of certain real property accessible to the south side of the Inner Harbor and related legal issues.

XVII.

This item was for executive session only: Deliberate (i) leasing certain PCCA real property on the north side of the Inner Harbor, and (ii) offering financial or other incentives to a business prospect that PCCA seeks to have locate or expand on the north side of the Inner Harbor and with which PCCA is conducting economic development negotiations.

XVIII.

This item was for executive session only: Deliberate offering financial or other incentives to a business prospect that PCCA seeks to have locate within PCCA's boundaries and with which PCCA is conducting economic development negotiations.

XIX

Budget Workshop. The Commission held a budget workshop to discuss PCCA's proposed 2016 Operating Budget and 2016 Capital Projects Budget. The Commission reviewed and suggested changes to the proposed budgets, but did not take formal action to approve them.

There being no further business, the meeting adjourned at 2:28 p.m.

ATTACHMENT "A"

**ITEM 669 (C) (R) 11-____-2015
ACCESS TO PORT AUTHORITY PROPERTY
PART ONE - RESTRICTED ACCESS**

A. Definitions:

1. Escort: an individual, who has been issued a TWIC, who engages in escorting, as defined in the Maritime Transportation Security Act (MTSA), 33 C.F.R. § 101- 107, and who assumes the responsibility for accompanying authorized non-TWIC holder(s) into a TWIC secure area.

2. Escorting: ensuring that the escorted individual is continuously accompanied while within a TWIC secure area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those for which escorted access was granted.

3. Restricted Area: the infrastructure or locations identified in an area, vessel, or facility security assessment or by the owner/operator that require limited access and a higher degree of security protection.

4. TWIC Secure Area: the area over which an owner/operator has implemented security measures for access control, and includes restricted areas within TWIC secure areas.

5. Transportation Worker Identification Credential (TWIC): a common identification credential for all personnel requiring unescorted access to secure areas of MTSA-regulated facilities and vessels, and all mariners holding Coast Guard-issued credentials. Individuals who meet TWIC eligibility requirements are issued a tamper-resistant credential containing the worker's biometric (fingerprint template) to allow for a positive link between the card and the individual.

B. To promote public safety and efficient operations, the Port Authority may restrict access to part of or all Terminal Facilities and other designated TWIC Secure and Restricted Areas within its jurisdiction. Users, however, are responsible for the security of any area of a Terminal Facility in which the User's cargo or other personal property is located. The Port Authority is not responsible for providing escorts to non-TWIC holding personnel of Users. The User is responsible for providing TWIC holding escorts to accompany and/or monitor, as applicable, their non-TWIC holding personnel.

C. Before being authorized to escort a non-TWIC individual, the TWIC-holding escort must have prior authorization from the Port Authority to enter a Port

facility (e.g. gate list, company letterhead document). Each authorized escort must complete the "Escort Agreement" form provided at the guard station. Each escort will be given a copy of the "Escort Rules." TWIC Escorts shall comply with all rules pertaining to escorting non-TWIC individuals. The TWIC escort and its employer assume all liability for penalties levied against the Port Authority for failure of the respective escort to comply with escorting responsibilities mandated by 33 C.F.R. §I 05 and other applicable U.S. Coast Guard requirements.

D. Docks, piers, and wharves, within secure areas, are restricted areas. Warehouses, designated open cargo storage areas adjacent to, or otherwise within the same immediate area of restricted areas, are designated TWIC secure areas. A TWIC is required for unescorted access to these TWIC secure and restricted areas at all times.

PART TWO - AUTHORIZATION REQUIRED TO ENTER UPON PORT AUTHORITY PROPERTY

The security measures for control of access to Port Authority Property listed below are intended to fulfill the following purposes:

- Deter the unauthorized introduction of dangerous substances and devices, including any device intended to damage or destroy persons, vessels, facilities or ports.
- Secure dangerous substances and devices that are authorized by the Port Authority and the owner or operator to be on the facility; and control access to the facility.

1. TWIC/PHOTO IDENTIFICATION CARD

A. Except as otherwise noted in this paragraph, all persons requiring unescorted access to TWIC secure areas must possess, and present, a TWIC, before such access is granted. Federal officials are not required to obtain or possess a TWIC card. Except in cases of emergencies or other exigent circumstances, in order to gain unescorted access to a TWIC secure area, a federal official must present his/her agency's official credential. Law enforcement officials, in the actual discharge of their official duty, at the State or Local level are not required to obtain or possess a TWIC to gain unescorted access to TWIC secure areas. State and local emergency responders are exempt from the requirement to have a TWIC when they are responding to an emergency.

B. At most Port Authority facilities, access to the facility is gained either through a guard manually logging the individual, or by the individual scanning

their TWIC against a TWIC reader. In order to use TWIC readers, individuals must enroll their TWIC into the Port Authority Access Control System (instructions provided below). If an individual has not enrolled his or her TWIC with the Port Authority, the individual will be required to present their TWIC, and one additional acceptable form of identification to the security guard at the access control point to the facility before access will be given. *See* 33 C.F.R. § 101.515. Individuals may enroll their TWIC into the Port Authority AMAG Access Control System. There is no fee for such enrollment. To enroll a TWIC with the Port Authority, the individual must meet with the Port Access & Administrative Specialist at the Port Security Command Center, 1002 E. Port Avenue, Corpus Christi, Texas, 78401 (no appointment is needed). The individual must have a signed company letterhead document reflecting the request for authorization to enter a certain facility (or facilities), as well as the period of time (days/hours of the day) that entry will be necessary. Individuals desiring to enroll their TWIC with the Port Authority must know their TWIC Personal Identification Number (PIN) to be able to enroll their TWIC. NOTE: If the PIN has been forgotten, the individual must request the Transportation Security Administration (TSA) TWIC Office to reset their PIN. When an individual has successfully enrolled their TWIC into the Port Authority Access Control System, the TWIC is the only identification that will be required to be presented by that individual to gain authorized and unescorted access to a Port Authority facility, in most cases. Port employees are issued Port Identification cards, in addition to their TWIC (if the employee is required to have a TWIC).

C. If an individual cannot present a TWIC because it has been lost, damaged or stolen, and he or she has previously been granted unescorted access to the facility and is known to have had a valid TWIC, the individual may be given unescorted access to TWIC secure areas for a period of no longer than seven (7) consecutive calendar days, or in accordance with the most current U.S. Coast Guard guidance, if the following requirements are met:

1. The individual has reported the TWIC as lost, damaged or stolen to TSA as required in 49 C.F.R. § 1572.19(f); and
2. The individual can present another identification credential that meets the requirements of 33C.F.R. § 101.515; and
3. There are no other suspicious circumstances associated with the individual's claim of loss or theft.

D. If an individual cannot present his or her TWIC for any other reason, he or she may not be granted unescorted access to the TWIC secure area. The individual must be under TWIC escort, as described above, at all times when inside of a TWIC secure area.

E. With the exception of Federal, State and Local Regulatory & Law

Enforcement/Emergency responders, all persons granted unescorted access to TWIC secure areas of the facility must be able to produce his or her TWIC upon request.

F. Personal vehicles that require access to TWIC secure areas of the Port Authority may be issued a decal, for a fee, that will permit them to remain within authorized areas on the facility. Vehicle decals expire, and must be renewed, annually. See Part Four.

G. TWIC cards expire on the 5th anniversary from date of issue. Individuals must renew their TWIC enrollment in the Port Access Control System annually. Port Authority employee ID cards expire, and must be renewed, annually.

H. 33 C.F.R. § 105.257 entitled "Security Measures for newly-hired employees" applies to Port Authority personnel only. The Port Authority has an internal policy that addresses 33 C.F.R. § 105.257. Tenant/Visitor newly-hired employees without a TWIC, require a TWIC escort in accordance with 33 C.F.R. § 105 and this Tariff Item.

PART THREE-SEAFARER ACCESS& VISITOR PASSES

A. SHIPS' CREW MEMBERS AND OTHER SEAGOING PERSONNEL

Ships' crew members and other seagoing personnel calling at Terminal Facilities may be permitted access to Terminal Facilities, without a TWIC, for purposes of performing their assigned work on the dock immediately adjacent to the vessel. Otherwise, Ships' crew members and other seagoing personnel must comply with TWIC regulations. The Port Authority Facility Security Officer (FSO), through his/her designated representative, will ensure the vessel Master or Vessel Security Officer (VSO), and ship's agent be made aware of approved, no cost means of seafarer access between the vessel and the facility Access Control Point (gate).

B.VISITOR PASSES

Visitor passes will be issued to casual visitors at Access Control Points upon presentation of a photo ID issued by a city, state or federal agency and upon verification that the person has received Port Security authorization to enter a facility. Visitors must be escorted by a TWIC holder while in TWIC secure areas. Escorts must remain with their visitors while in TWIC secure areas. Vehicle and visitor passes must be surrendered/retrieved when the vehicle/person departs from the terminal facilities.

PART FOUR - OPERATION OF MOTOR VEHICLES ON PORT AUTHORITY PROPERTY

- A. All vehicles entering upon Port Authority property are subject to security screening at any time while on the facility. If the driver of a vehicle refuses to permit such security screening, access will be revoked and/or denied.
- B. Only authorized vehicles may be operated in or on Terminal Facilities. If, in the judgment of the Port Authority, the use, driving, operating or parking of a motor vehicle does, or will interfere with the efficient and safe operations within Terminal Facilities, then designated Port Authority representatives, including the Port Authority's security and police personnel, may order such vehicle(s) out of the area, or may order the removal of the vehicle from the Terminal Facility. The Port Authority may order the removal of vehicles not in compliance with this provision, and in such event all towing and storage will be charged to the owner of the vehicle.
- C. Certain areas have been or may be designated for parking and are so marked. Automobiles or other vehicles must be parked in these areas. Automobiles or other vehicles that are not parked in designated parking areas may be subject to removal as noted above.
- D. Part Four is subject to Tariff Item 666 entitled Vehicles Prohibited on Docks During Loading or Unloading.

PART FIVE- AUTHORIZED VEHICLES

- A. Only the following vehicles will be permitted to drive into TWIC secure areas:
- Port Authority owned;
 - Official government vehicles;
 - Personal vehicles displaying a Port Authority issued decal; or
 - Clearly marked contractor or vessel servicing company vehicle actively engaged in loading or unloading cargo, servicing a vessel or requiring access for some other authorized purpose.
- B. Taxicabs and other conveyances-for-hire must display a Port Authority vehicle decal prior to being permitted access into secure areas.
- C. For purposes of this section, "clearly marked" means company signage on the vehicle that is printed legibly, and that is of font size that would permit a reasonable person to easily read the information from at least 15' from the side of the vehicle. Decals for personal vehicles owned by Port Authority employed personnel must be authorized by the Director of the Port department that the Port

employee has been assigned to. There is no charge for decals issued to Port Authority personnel.

D. Registration Fee for a vehicle decal is Ten Dollars (\$10.00). The fee may only be paid by cash or by a company issued check. Persons desiring a vehicle decal must present a company letterhead document that reflects the company authorization for the individual to be issued a vehicle decal. That authorization may be contained in the same company letter requesting authorization be granted for the individual(s) to enter a restricted/TWIC secure Terminal Facility. Port Security staff will require the individual to provide proof of motor vehicle liability insurance and proof of state vehicle registration, and, if applicable, state inspection, as required by the applicable laws of the State of Texas. *Failure to furnish satisfactory proof of liability insurance may result in denial of access to or upon restricted/TWIC secure Terminal Facilities.*

E. Vehicle decals are non-transferable. Vehicle decals are valid for one year. Vehicles whose liability insurance expires within the year may obtain one renewal at no charge. Vehicle decals must be affixed to the front windshield of the authorized vehicle in a position where it can be clearly seen. When a vehicle is sold, traded, destroyed or the owner no longer is employed or associated with the Port Authority, the decal must be removed and returned to the Port Authority Police Department.

F. The Port Authority may recognize vehicle access decals or "rear view mirror hangers" issued by designated Port Industries or other Texas Ports.

PART SIX – PROHIBITED ITEMS

- A. In accordance with the Maritime Transportation Security Act of 2002 and Title 33, U.S. Code of Federal Regulations (CFR) Part 105, the possession of firearms, ammunition, personal chemical dispensing devices, tire deflation devices, or other devices designed or adapted primarily to inflict bodily injury or serious bodily injury are prohibited within any Port of Corpus Christi Authority (PCCA) secure/restricted area, as defined in the PCCA Facility Security Plan and approved by USCG Sector Corpus Christi.
- B. Individuals requesting access to a PCCA secure/restricted area who are in lawful possession of a firearm, or other device, will be required to secure the firearm or device in a lockable storage locker at the primary access control point to that secure/restricted area. The firearm, or other device, shall be returned to the individual when the individual leaves the secure/restricted area.
- C. Federal, State, and Local law enforcement officials, acting in the actual discharge of their official duties, and/or when authorized by statute.

- D. Alcoholic Beverages, as defined by Texas Alcoholic Beverage Code, Title 1, Chapter 1, Sec. 1.04(1), are prohibited on Port property, Terminal facilities, or within Secure/restricted areas, except as provided herein;
1. Part Six, Section D, does not apply to vessel crewmembers provided that the Master/Captain of the respective vessel, or their designated authorized representative has communicated authorization for crewmembers to bring alcoholic beverages aboard the respective vessel; such authorization will be provided to the Port of Corpus Christi Authority Harbormasters office, or the Port of Corpus Christi Authority Security Command Center.
 2. Part Six, Section D, does not apply when the possession of Alcoholic Beverages has been specifically authorized by the Port of Corpus Christi Authority Executive Director, or that individual's authorized designated representative.
- E. Illegal drugs, narcotics, and controlled substances, as defined and as deemed unlawful by provisions Texas Health and Safety Code, and amendments thereto, are prohibited on PCCA property, Terminal facilities, or within PCCA secure/restricted areas.

**OFFICIAL MINUTES OF PORT COMMISSION MEETING
NOVEMBER 23, 2015**

The Port Commissioners of the Port of Corpus Christi Authority convened at the Ruben Bonilla Center for Global Trade, located at 222 Power Street, Corpus Christi, Texas, on Monday, November 23, 2015, at 1:35 P.m., for a special called meeting of the Port Commission.

Present: Ms. Judy Hawley
Mr. Charles Zahn
Ms. Barbara Canales
Mr. David Engel
Mr. Richard Valls
Mr. Wayne Squires

Absent: Mr. Richard Bowers

Present: Mr. John P. LaRue

Others Present: Mr. Leo J. Welder, Jr.
Mr. Dane Bruun

I.

Chair Hawley called the meeting to order and asked for conflict of interest affidavits. None were submitted.

II.

The Chair asked for comments from the public. There were none.

At 1:36 a.m. Chair Hawley announced that the Commission would go into executive session pursuant to §551.071 and §551.072 of the Texas Government Code to deliberate agenda item 3. At 2:59 p.m. the Commission reconvened into open session.

III.

This item was for executive session only. The Commission will go into executive session pursuant to §551.071 and §551.072 of the Texas Government Code to deliberate the purchase and value of certain real property accessible to the south side of the Inner Harbor and related legal issues.

IV.

There being no further business, the meeting adjourned at 3:00p.m.

AGENDA ITEM NO. 3

COMMENTS FROM THE PUBLIC

NO ATTACHMENT

AGENDA ITEM NO. 4

COMMITTEE REPORTS

NO ATTACHMENT

AGENDA ITEM NO. 5

***STAFF REPORTS
NO ATTACHMENT***

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 6

**Approve a Resolution Honoring Port Chair Judy Hawley and
Thanking Her for Her Years of Service to the
Port of Corpus Christi Authority**

RESOLUTION

WHEREAS, Judy Hawley was appointed to the Port Commission in January 2004 and served a total of twelve years as a member of the Commission; and

WHEREAS, Judy Hawley served as Secretary from January 2010-January 2013; and Chair of the Port Commission from January 2014 until January 2016; and

WHEREAS, during Judy Hawley's tenure and with her and invaluable participation, the Port completed major infrastructure projects like the reversion and sale of Naval Station Ingleside (NSI) to Oxy Ingleside Prop. Holdings; the Channel Improvement Project Authorization/Re-Authorization/Reauthorization; the La Quinta Channel Deepening project, for navigation and ecosystem restoration, and La Quinta Assumption of Maintenance to -45'; and

WHEREAS, Judy Hawley has participated in international and domestic negotiations vital to securing trade resolutions with China, Austria and Italy; as well as providing testimony before State and National legislative entities in support of I-69 and the Harbor Bridge; and

WHEREAS, Judy Hawley's vision focused on diversification of Port Corpus Christi and its leadership including the adoption of a Strategic Plan as a pathway for future development; and giving of her time and expertise to continue the Port's diversification efforts in support of the Port's Mission Statement; and

WHEREAS, Judy Hawley, in addition to her service to the Port during this time aided our State and local community with service as Chair of the Corpus Christi Regional Economic Development Corporation, Chair of the Texas State Aquarium Board and Co-chair of the Chamber Infrastructure Committee; and Hawley chairs the State I-69 Corridor Advisory Board and serves on numerous other statewide transportation boards including the Texas Transportation Institute Advisory Committee, the Alliance for I-69 and the Border Trade Advisory Committee; and

WHEREAS, the Port Commission wants to publicly acknowledge Judy Hawley's leadership on the Port Commission and her honorable service to the community; and

NOW, THEREFORE BE IT RESOLVED, that the Port Commission of Port Corpus Christi Authority expresses its sincere gratitude for the twelve years of service Judy Hawley gave to Port Corpus Christi, its staff and the citizens of the community, including the two years of service she gave as Commission Chairwoman. The Commission further wishes to acknowledge its appreciation of her as a loyal friend and supporter.

BE IT FURTHER RESOLVED, that this resolution be made a part of the permanent minutes of this Port Commission and that a copy of the Resolution be furnished to Judy Hawley. Unanimously adopted this 15th day of December 2015.

LEAD CONTACT: John LaRue; 885-6189; john@pocca.com

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 7

Approve a Resolution in Memory of John Michael Barrett, Jr.

RESOLUTION

WHEREAS, John Michael Barrett, Jr. (January 1, 1949 – October 2, 2015) dedicated his life to the agricultural community, water conservation, Texas, and service to his country; and

WHEREAS, John M. Barrett, Jr. served for a combined total of over 100 years of service for the San Patricio County Farm Bureau, the Edcot Cotton Gin, the Edroy Coop, the Gulf Compress of Corpus Christi, the South Texas Cotton Gin Association, the San Patricio County Cooperative, and the San Patricio Rural Rail District; and

WHEREAS, John M. Barrett, Jr. served as a gubernatorial appointee of Governor George W. Bush to the Coastal Coordination Council, performed consultative work for the Corpus Christi Bay National Estuary Program, and was a member-appointee of the US Environmental Protection Agency's Federal Advisory Commission on clean water provisions; and

WHEREAS, John M. Barrett, Jr. only diverged from his commitment to agricultural and conservational service to serve five years as an officer in the United States Naval Special Warfare Forces, in which he was responsible for 18 swift river patrol boats and their crews; and

WHEREAS, the Port Commission wants to publicly acknowledge John M. Barrett, Jr.'s commitment to land and water management;

NOW, THEREFORE BE IT RESOLVED, that the Port Commission of Port Corpus Christi Authority expresses its sincere gratitude for the lifetime of service John M. Barrett, Jr. gave to South Texas, to the land, to the environment, and to his country; and

BE IT FURTHER RESOLVED, that this resolution be made a part of the permanent minutes of this Port Commission and that a copy of the Resolution be furnished to the family John M. Barrett, Jr.

LEAD CONTACT: John LaRue; 885-6189; john@pocca.com

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 8

**Approve a Resolution Dedicating the Oil Dock 14 Road
after former Port Chairman Mike Carrell**

RESOLUTION

WHEREAS, Mike Carrell was appointed to the Port Commission in January 2002 and served a total of twelve years as a member of the Port Commission; and

WHEREAS, Mike Carrell served as the Chairman of the Port Commission from January 2010 through December 2013; and

WHEREAS, Mike Carrell was an active member of the Port Commission, and served as Chairman during one the most productive and vital periods in the Port's history including the advent of the Eagle Ford Shale Play; and

WHEREAS, Mike Carrell played a vital role the Port's diversification efforts and mission while continuing to develop major infrastructure improvements to accommodate the Port's growth including construction of the Port's Nueces River Rail Yard and the Joe Fulton International Trade Corridor, in which Mike Carrell was heavily involved; and

WHEREAS, both of these major infrastructure projects were essential for M&G Polymers to select the Port as the site to construct a plastics plant; and

WHEREAS, The Port of Corpus Christi Commission would like to recognize Mike Carrell and all he has done for the Port, with the naming of a new road which will serve as the entrance to M&G's Plastic Plant, the access to new public Oil Dock 14 designed to provide feed stock to M&G and Port other customers resulting from the Eagle Ford Shale Play, and provide future access to other Port industries in this area as a result of new infrastructure constructed; and

WHEREAS, the name of the new road would be "Mike Carrell Road".

NOW, THEREFORE BE IT RESOLVED that the Port Commission of the Port of Corpus Christi Authority expresses its sincere gratitude for the years of service Mike Carrell gave to the Port of Corpus Christi, its staff and the citizens of this community.

BE IT FURTHER RESOLVED that this dedication of Mike Carrell Road be made a part of the permanent minutes of this Port Commission and that a copy of the Resolution be furnished to Mike Carrell.

LEAD CONTACT: John LaRue; 885-6189; john@pocca.com

December 8, 2015

REG: January – November 31, 2015, Yearly Update

Dear Port of Corpus Christi Commissioners,

On behalf of the San Patricio County Economic Development Corporation (SPCEDC), I would like to thank the Port of Corpus Christi Authority (POCCA) for its continued support this past year.

Over the last 23 years, the Port of Corpus Christi Authority and the San Patricio County Economic Development Corporation have worked together to develop a positive and proactive working relationship. The support we receive from the Port helps our organization to (i) successfully conduct business development (ii) research and define new business sectors for our region, and (iii) identify business retention issues such as the housing shortage, limited workforce, infrastructure and government relations. Our successes are achieved through cooperation with local organizations like Corpus Christi Regional Economic Development Corporation, Texas Economic Development Council, Texas One, local and state government to promote the current and future development of the Port of Corpus Christi.

The Port's support is critical to the achievement of SPCEDC's mission to (i) locate new industrial, manufacturing, commercial or other business enterprises to our area, (ii) expand our existing businesses, (iii) conduct research and develop information related to matters of public concern, (iv) disseminate such information to the public through various and diverse educational processes, and participating in the Texas Economic Development Council, Corpus Christi Regional Economic Development Corporation, any other area economic groups as part of our effort to contribute to the community.

We respectfully ask for the Port's continued support of the San Patricio County EDC for 2016. Together, we can promote the Coastal Bend Region and show the ongoing success of our businesses to the world. Thank you for your support and the impact your organization has on our community.

Enclosed you will find the yearly update.

With gratitude,

Becky McMillon

Becky McMillon
Interim Executive Director
San Patricio County EDC

DEVELOPMENT PARTNERSHIP OBJECTIVES

INFRASTRUCTURE

A). Development of La Quinta Trade Gateway Project

SPCEDC continues to support Port of Corpus Christi activities involving the La Quinta Trade Gateway Project. The SPCEDC has been working with leadership from Voestalpine, Cheniere Energy, TPCO, Sherwin Alumina, among other San Patricio Industries to ensure coordinated development in the location. Related activities include:

- a. Hosting a San Patricio Industries coordination meeting with TXDOT, industry leaders, and other parties to address potential access management issues in the La Quinta area;
- b. Administering the rural rail efforts for the Gregory Relief Route;
- c. Promoting development along Hwy 361; and
- d. Assisting TXDOT's communications with local industry along Hwy 361 to obtain information that will help TXDOT to develop a relief plan for congestion on Hwy 361 between Gregory and Ingleside.

B). Development of LNG Projects on Port-Owned Property

SPCEDC is in constant contact with LNG Project Leaders to ensure the smoothness of project implementation. Such efforts include:

- a. Facilitating San Patricio Day in Austin with leadership of Cheniere Energy. The trip to Austin included focused support on Energy and Environment related legislation which would be to the benefit of the Cheniere Energy development. The Port of Corpus Christi attended both the San Pat Day in Austin as well as the legislative reception.
- b. Coordinating with Cheniere Energy on rail-related legislation through the EDC's relationship with the San Patricio Rural Rail Transportation District.
- c. Working with POCCA staff & Texas State legislators to submit HB- 1422. (San Patricio County Rural Rail Eminent Domain rights).

SPCEDC
2015 Annual Report
Port of Corpus Christi Authority

C). Rural Rail District

In addition to its other economic development services, the SPCEDC serves as the administrative facilitator of the SPC Rural Rail District. We have made significant efforts toward the development of rail in our county, including:

- a. Meeting with TXDOT leadership to discuss proposed improvements;
- b. Meeting with representatives of Union Pacific to help coordinate future development;
- c. Meeting with rail park developers and business prospects interested in rail access;
- d. Facilitating the periodic meetings of the San Patricio County Rural Rail District;
- e. Working with POCCA & Texas State legislators to submit HB- 1422. (San Patricio County Rural Rail Eminent Domain rights); and
- f. Testifying before the Land and Resource Management Committee in support of HB-1422.

BUSINESS ATTRACTION & RETENTION

A). Port Coordination for Inquiries

The SPCEDC staff works closely with the Port's Business Development Department on potential inquiries, and has been coordinating with the Port Staff regarding potential suppliers.

SPCEDC Staff also coordinates with the Port Staff to attend area conferences.

B). Marketing and Promotions of San Patricio County

SPCEDC attended the ICSC (International Council of Shopping Centers/ReCON) conference in Las Vegas in May. The SPCEDC met with national retailers and real estate developers to promote our region as well as The Port of Corpus Christi over the 4 day conference. This conference allowed the SPCEDC to market the County and the Port to thousands of developers and the clients they represent in one location. The advantages to meeting with these developers and investors in such a setting is:

1. One on one meetings allows us to use real-time visuals, our website, and other promotional materials to promote retail growth that will strengthen our ability to attract workforce into our communities.
2. Provides us an opportunity to promote areas of opportunity around the Port of Corpus Christi to investors that are looking for potential investment opportunities.
3. Facilitated the establishment of relationships between important suppliers to our local businesses, including those who provide construction materials, transportation and logistical services.

C). Website

The SPCEDC website continues to be an effective marketing and outreach tool. From March 1, 2015 through September 30, 2015, we've had 3,600 visits to the website. We have had over 10,000 page views within those 3,100 visits.

From November 1, 2015, through November 30, 2015, we've had 5000 visits to our website. We have had over 11,500 page views within those 3,100 visits.

The United States still accounts for the highest viewing percentage accounting for 76% of users, while Russia accounts for the second highest hit percentage at 4.5% followed by China and Brazil each at approximately 3%.

Domestically, Houston is our largest viewing audience and accounts for 10% of website visits.

D.) Business Retention and Development Support

One of the primary missions of the SPCEDC is to support the development and retention of businesses that have already chosen to locate here. We continue to provide assistance in the following areas:

- a. Provided development assistance to TPCO as needed;
- b. Coordinated meetings between business and education leaders to discuss solutions to the region's labor shortage;
- c. Met with housing developers to assist in solving the housing shortage;
- d. Partnered with Workforce Solutions of the Coastal Bend to hold a Career & Job Fair
 - San Patricio County Fair Grounds Civic Center
 - 1st hour for Veterans only
 - 55 Company and Higher Education Sponsors (POCCA was a sponsor)
 - 650 job seekers
 - 30 job offers – (day of event)
- e. Working with area companies and other organizations on the possible job fair the end of January;
- f. Provided site tours to potential businesses that include information on the Port's facilities; and
- g. Provided development assistance to Taft Industrial Park.

GOVERNMENT AFFAIRS & COMMUNITY ENGAGEMENT

- A) SPCEDC seeks to heighten the public's awareness through various meetings and other outreach efforts:
 - a. Presentations to Rotary Clubs, Chambers of Commerce, trade associations, and city councils as requested;
 - b. Attended various meetings and area functions representing San Patricio County EDC;
 - c. Attended Nueces State of the County;
 - d. Attended State of the Port;
 - e. Attend CEO and Public Leaders Breakfast (Kiko's); and
 - f. Provided Site Tour of San Patricio County to new CCREDC CEO, Mr. Iain Vasey.

- B) In support of solutions to local transportation Issues, SPCEDC:
 - a. Facilitated Rural Rail Meetings;
 - b. Facilitated meetings with TxDOT and Local Industry leaders;
 - c. Met and coordinated activities with Port Industries CEO;
 - d. Attended Infrastructure Committee Meetings;
 - e. Met with Union Pacific regarding projects in San Patricio County;
 - f. Met with CCRTA regarding vanpool programs for San Pat Industries; and
 - g. Attended the Rail Yard Opening.

- C) SPCEDC promotes local legislative affairs:
 - a. Testified in Austin regarding Rail Initiatives;
 - b. Facilitated San Patricio Day in Austin;
 - c. Coordinates with City of Corpus and CCREDC on legislative issues affecting the region; and
 - d. Facilitated meetings with officials from Taft and both the Economic Development Administration and Department of Agriculture in Austin.

- D) SPCEDC also publishes and distributes its own newsletter.

AGENDA ITEM NO. 10

MDR Presentation

NO ATTACHMENT

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 11

Approve PCCA Sponsorship Policy

As the primary economic engine of the Coastal Bend, the Port of Corpus Christi plays a vital role in the progress and sustainability of the community in which we live and work. We adhere to the principles of social responsibility, taking into account the interests of all stakeholders.

The Community Relations Department has prepared an online sponsorship request that allows for 501C3 non-profit organizations and community partners to apply for sponsorships and donations. As part of our funding decisions, all funding will be restricted to local programs that impact our regional community.

The Port's focus areas of giving include the following: education, health, safety, security and the environment (HSSE), and community and maritime stewardship. The online sponsorship guidelines/application was crafted with the vision of supporting programs that not only positively impact our region, but are in alignment with the Port's values.

This document has been vetted by legal counsel. Staff recommends approval of the online sponsorship guidelines and application.

LEAD CONTACT: Rosie Collin; 885-6115; rosie@pocca.com.



COMMUNITY RELATIONS

Port Corpus Christi is committed to supporting local community programs, initiatives, and activities that improve the quality of life in our regional community. We adhere to the principles of social responsibility, taking into account the interests of all stakeholders. We serve as a catalyst for driving economic opportunity, and as a catalyst for positive change in the neighboring communities in which we live and work. We invest in organizations that demonstrate a proven track record in addressing key community needs in our focus areas of giving.

At Port Corpus Christi, we are proud of our nearly 90 year legacy of helping create a sustainable future by utilizing our full breadth of resources to creating a strong, vibrant, and healthy community. People move our port!

Port of Corpus Christi invites eligible organizations to apply for sponsorship funds using our online application system. Applicants must be tax-exempt under Section 501(c)(3) of the Internal Revenue Code (IRC) or other applicable section of the IRC and operate exclusively for charitable, scientific or educational purposes. Organizations seeking funding must first submit an on-line application using the form below. All requests for Port Corpus Christi sponsorships must be submitted online, at least six weeks prior to date of event, using the Port Corpus Christi Sponsorship Application. Receipt of applications will be acknowledged. Funding decisions are made at the sole discretion of Port Corpus Christi in accordance with its policies and procedures. Funding decisions are not subject to review or appeal. If approved for funding, awarded amounts will be sent directly to the recipient organization after receipt of the required documentation. Applicants for sponsorships of events and/or activities not directed to a charitable purpose should send proposals to portccsponsorships@pocca.com.

Each year, we receive hundreds of requests for a variety of initiatives, programs and events. While we appreciate those organizations working to make a difference in our communities, we are focused on those initiatives that align with our overall community investment priorities. As part of our funding decisions, all funding will be restricted to local programs that impact our regional community.

Focus areas of giving:

- Education: We support programs that empower students to stay in school and help develop their full potential. We invest in programs that help guide

early science, technology, engineering and math (STEM) education and that encourages personal development through scholarships, mentoring and internships so that students are prepared to work in a globally connected world.

- **Health, Safety, Security and the Environment (HSSE):** We support innovative programs and initiatives that improves the quality of life in our community including those that promote healthy living, safety, environmental stewardship, education, conservation and preservation. We are committed to programs that develop cleaner sources of energy, promote environmental stewardship aimed at air quality improvement and storm water management, as well as programs that beautify local neighborhoods.
- **Community and Maritime Stewardship:** We invest in sustainable community programs through partnerships with local non-profit organizations that make a positive and long lasting impact in our regional community. Our community stewardship program invests in programs that assists our customers in their social responsibility initiatives. As responsible stewards of the inner harbor, we support programs that provide a safe haven for visiting maritime seafarers.

Port Corpus Christi cannot provide sponsorships to:

- Individuals
- Political campaigns or parties
- Entities which pass-through monies to individuals or other groups (a.k.a. “third-party giving”)
- Groups that discriminate on the basis of age, race, sex, sexual orientation or national origin

Organization Information

Organization Name: *

Organization Phone: *

Organization Physical
Address: *

No P.O. Boxes will be accepted

City: *

State: *

Zip Code: *

Organization Website: *

Contact Name: *

Contact Phone: *

Contact Email: *

Employer Identification
Number (EIN): *

Sponsorship Information

Please indicate your
organization's focus
area: *


☐ HSSE (Health, Safety, Security,
the Environment)

☐ Community & Maritime
Stewardship

☐ Education

☐ Other

Amount Requested: *	\$ <input type="text"/>
Is your organization classified as tax-exempt under sections 501(c)(3) or 170(c) of the United States Internal Revenue code, or a public agency? *	<input type="text"/>
Organization's mission or area of work: *	<p>You have <input type="text" value="100"/> characters left.</p> <div> <div></div> <div></div> </div>
Description of how the charitable funds will be used to impact the Coastal Bend community (programs it will fund, demographics of beneficiaries, etc.): *	<p>You have <input type="text" value="100"/> characters left.</p> <div> <div></div> <div></div> </div>
How will Port of Corpus Christi be recognized as a sponsor/ participant? : *	<p>You have <input type="text" value="250"/> characters left.</p> <div> <div></div> <div></div> </div>
Organization's Tax ID#: *	<p>You have <input type="text" value="250"/> characters left.</p> <div> <div></div> <div></div> </div>
Location of event: *	<p>You have <input type="text" value="250"/> characters left.</p> <div> <div></div> <div></div> </div>
Please list all available sponsorship levels including dollar amounts and descriptions: *	<p>You have <input type="text" value="100"/> characters left.</p>

	
To help us prevent spam, please enter the sum of 13+6 in this box: *	<input type="text"/>

By clicking "Submit" below, I hereby attest that
the information provided here is true and accurate.

Submit

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 12

Approve Addition of Item 614, "Use of Unmanned Aircraft Prohibited Over Port of Corpus Christi Authority (PCCA) Property," to Tariff 100-A

Staff has created Port Tariff 100-A, Item 614, to provide notice of the restrictions on the unauthorized operation of Unmanned Aircraft (UA) which is prohibited over Port property. The revised Item 614 incorporates the language of the recently codified Texas Government Code, Chapter 423, Section 423.0045 "Offense: Operation of Unmanned Aircraft over Critical Infrastructure Facility." Port property is included within the definition of Critical Infrastructure Facility in Texas Government Code § 423.0045.

Staff understands that there will be cases that justify the limited use of UAs by organizations or companies serving a PCCA interest. Those instances will require the entity seeking authorization to operate a UA over PCCA property to complete an "Unmanned Aircraft Operation Authorization Request." Those requests will be reviewed by the PCCA Executive Director, or his authorized designee. The application form may be found on the PCCA website www.portofcc.com. Instructions for completion of the form and manner of submittal are also found on the PCCA website.

Staff recommends approval of Tariff Item 614 as presented in Exhibit A of this agenda item.

LEAD CONTACT: Tom Mylett; 885-6180; tom@pocca.com

Exhibit A

TARIFF ITEM 614 – USE OF UNMANNED AIRCRAFT PROHIBITED OVER PORT OF CORPUS CHRISTI AUTHORITY (PCCA) PROPERTY.**A. Definitions:**

1. **Unmanned Aircraft System:** Includes the unmanned aircraft (UA) and all of the associated support equipment, control station, data links, telemetry, communications and navigation equipment, etc., necessary to operate the unmanned aircraft. The UA is the flying portion of the system, flown by a pilot via a ground control system, or autonomously through use of an on-board computer, communication links and any additional equipment that is necessary for the UA to operate safely.
2. **Critical Infrastructure Facility:** any one of the following, if completely enclosed by a fence or other physical barrier that is obviously designed to exclude intruders, or if clearly marked with a sign or signs that are posted on the property, are reasonably likely to come to the attention of intruders, and indicate that entry is forbidden:
 - a. a petroleum or alumina refinery;
 - b. an electrical power generating facility, substation, switching station, or electrical control center;
 - c. a chemical, polymer, or rubber manufacturing facility;
 - d. a water intake structure, water treatment facility, wastewater treatment plant, or pump station;
 - e. a natural gas compressor station;
 - f. a liquid natural gas terminal or storage facility;
 - g. a telecommunications central switching office;
 - h. a port, railroad switching yard, trucking terminal, or other freight transportation facility;
 - i. a gas processing plant, including a plant used in the processing, treatment, or fractionation of natural gas;
 - j. a transmission facility used by a federally licensed radio or television station;
 - k. a steelmaking facility that uses an electric arc furnace to make steel; or
 - l. a dam that is classified as a high hazard by the Texas Commission on Environmental Quality;

B. Prohibition:

1. In accordance with Texas Government Code, Chapter 423, Section 423.0045 “Offense: Operation of Unmanned Aircraft over Critical Infrastructure Facility,” a person commits an offense if the person intentionally or knowingly: (1) operates an unmanned aircraft over a critical infrastructure facility and the unmanned aircraft is not higher than 400 feet above ground level; (2) allows an unmanned aircraft to make contact with a critical infrastructure facility, including any person or object on the premises of or within the facility; or (3) allows an unmanned aircraft to come within a distance of a critical infrastructure facility that is close enough to interfere with the operations of or cause a disturbance to the facility. TEX. GOV'T CODE § 423.0045(b).
2. Exemptions provided for in Texas Government Code § 423.0045(c) are applicable to this Item 614.

3. Violations of Texas Government Code, Chapter 423, will be investigated and presented to the respective County District Attorney's Office for prosecution.
4. Application for approval to operate a UA over PCCA property may be made to the PCCA Executive Director, or designated representative, by submitting a completed application found on the PCCA Website, or available at the PCCA Police & Security Dept. 1002 E. Port Ave. Corpus Christi, Texas 78401. The application may be found at www.portofcorpuschristi.com, Police/Security menu tab, "Unmanned Aircraft Operation Application." Simply follow the instructions provided therein.
5. The application will be reviewed and responded to within a reasonable period of time.



**REQUEST FOR AUTHORIZATION TO OPERATE UNMANNED AIRCRAFT OVER
PCCA PROPERTY**

Date of Request: _____

Name of Individual Requesting Authorization: _____
(first, middle, last name – please print/type)

Company or Home address _____
(name of company, street address, city, state, zip code)

Office or Home phone: () ____ - ____ **Cell phone:** () ____ - ____ **email:** _____

Purpose for use of UA:

Location of intended use of UA: (include altitude range):

Make/Model/Color/Serial # of UA: _____

Video/Camera imagery will be reviewed by designated PCCA Security Staff.

Date of UA Operation: _____ **Time(s) of Operation (e.g. 8am-10am)** _____

By my signature below, I acknowledge understanding that (1) if authorized, this authorization may be terminated at any time for any reason; (2) any video/camera data shall be reviewed by designated PCCA Security staff; (3) this authorization is limited to operation of the UA exclusively within the location defined above; (4) this authorization will expire at the end of the defined Times of Operation provided above; and (5) if during the operation any equipment failure is experienced or any suspicious activity is observed, the operator will notify the PCCA Security Command Center at (361) 882-1182.

(Signature of Person completing this form) **Date/time signed:** _____

This request for authorization has been _____.

Authorized by: (Print) _____ **(Sign)** _____ **(Date)** _____

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 13

**Ratify Correction to Part Six, Paragraph C of Item 669,
“Access to Port Authority Property,” of Port Tariff 100-A**

The Port Commission approved a revision to Item 669 of Port Tariff 100-A on November 17, 2015. Following the November Commission meeting, staff identified an error in Item 669, Part Six, Paragraph C. Specifically, the phrase “are exempt from the provisions in this Part Six” was inadvertently omitted from the approved version of Item 669.

Item 669, Part Six, Paragraph C, is corrected to read as follows:

- C. Federal, State, and Local law enforcement officials, acting in the actual discharge of their official duties, and/or when authorized by statute, **are exempt from the provisions in this Part Six.**

Staff recommends ratification of the correction to Item 669, Part Six, Paragraph C. A full copy of the corrected Tariff Item 669 is attached as Exhibit A to this agenda item.

LEAD CONTACT: Tom Mylett; 885-6180; tom@pocca.com

Exhibit A**ITEM 669 (C) 11-17-2015
ACCESS TO PORT AUTHORITY PROPERTY****PART ONE - RESTRICTED ACCESS****A. Definitions:**

1. **Escort:** an individual, who has been issued a TWIC, who engages in escorting, as defined in the Maritime Transportation Security Act (MTSA), 33 C.F.R. § 101-107, and who assumes the responsibility for accompanying authorized non-TWIC holder(s) into a TWIC secure area.

2. **Escorting:** ensuring that the escorted individual is continuously accompanied while within a TWIC secure area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those for which escorted access was granted.

3. **Restricted Area:** the infrastructure or locations identified in an area, vessel, or facility security assessment or by the owner/operator that require limited access and a higher degree of security protection.

4. **TWIC Secure Area:** the area over which an owner/operator has implemented security measures for access control, and includes restricted areas within TWIC secure areas.

5. **Transportation Worker Identification Credential (TWIC):** a common identification credential for all personnel requiring unescorted access to secure areas of MTSA-regulated facilities and vessels, and all mariners holding Coast Guard-issued credentials. Individuals who meet TWIC eligibility requirements are issued a tamper-resistant credential containing the worker's biometric (fingerprint template) to allow for a positive link between the card and the individual.

B. To promote public safety and efficient operations, the Port Authority may restrict access to part of or all Terminal Facilities and other designated TWIC Secure and Restricted Areas within its jurisdiction. Users, however, are responsible for the security of any area of a Terminal Facility in which the User's cargo or other personal property is located. The Port Authority is not responsible for providing escorts to non-TWIC holding personnel of Users. The User is responsible for providing TWIC holding escorts to accompany and/or monitor, as applicable, their non-TWIC holding personnel.

C. Before being authorized to escort a non-TWIC individual, the TWIC-holding escort must have prior authorization from the Port Authority to enter a Port facility (e.g. gate list, company letterhead document). Each authorized escort must complete the "Escort Agreement" form provided at the guard station. Each escort will be given a copy of the "Escort Rules." TWIC Escorts shall comply with all rules pertaining to escorting non-TWIC individuals. The TWIC escort and its employer assume all liability for penalties levied against the Port Authority for failure of the respective escort to comply with escorting responsibilities mandated by 33 C.F.R. §105 and other applicable U.S. Coast Guard requirements.

D. Docks, piers, and wharves, within secure areas, are restricted areas. Warehouses, designated open cargo storage areas adjacent to, or otherwise within the same immediate area of restricted areas, are designated TWIC secure areas. A TWIC is required for unescorted access to these TWIC secure and restricted areas at all times.

PART TWO – AUTHORIZATION REQUIRED TO ENTER UPON PORT AUTHORITY PROPERTY

The security measures for control of access to Port Authority Property listed below are intended to fulfill the following purposes:

- Deter the unauthorized introduction of dangerous substances and devices, including any device intended to damage or destroy persons, vessels, facilities or ports.

- Secure dangerous substances and devices that are authorized by the Port Authority and the owner or operator to be on the facility; and control access to the facility.

1. TWIC/PHOTO IDENTIFICATION CARD

A. Except as otherwise noted in this paragraph, all persons requiring unescorted access to TWIC secure areas must possess, and present, a TWIC, before such access is granted. Federal officials are not required to obtain or possess a TWIC card. Except in cases of emergencies or other exigent circumstances, in order to gain unescorted access to a TWIC secure area, a federal official must present his/her agency's official credential. Law enforcement officials, in the actual discharge of their official duty, at the State or Local level are not required to obtain or possess a TWIC to gain unescorted access to TWIC secure areas. State and local emergency responders are exempt from the requirement to have a TWIC when they are responding to an emergency.

B. At most Port Authority facilities, access to the facility is gained either through a guard manually logging the individual, or by the individual scanning their TWIC against a TWIC reader. In order to use TWIC readers, individuals must enroll their TWIC into the Port Authority Access Control System (instructions provided below). If an individual has not enrolled his or her TWIC with the Port Authority, the individual will be required to present their TWIC, and one additional acceptable form of identification to the security guard at the access control point to the facility before access will be given. *See* 33 C.F.R. § 101.515. Individuals may enroll their TWIC into the Port Authority AMAG Access Control System. There is no fee for such enrollment. To enroll a TWIC with the Port Authority, the individual must meet with the Port Access & Administrative Specialist at the Port Security Command Center, 1002 E. Port Avenue, Corpus Christi, Texas, 78401 (no appointment is needed). The individual must have a signed company letterhead document reflecting the request for authorization to enter a certain facility (or facilities), as well as the period of time (days/hours of the day) that entry will be necessary. Individuals desiring to enroll their TWIC with the Port Authority must know their TWIC Personal Identification Number (PIN) to be able to enroll their TWIC. NOTE: If the PIN has been forgotten, the individual must request the Transportation Security Administration (TSA) TWIC Office to reset their PIN. When an individual has successfully enrolled their TWIC into the Port Authority Access Control System, the TWIC is the only identification that will be required to be presented by that individual to gain authorized and unescorted access to a Port Authority facility, in most cases. Port employees are issued Port Identification cards, in addition to their TWIC (if the employee is required to have a TWIC).

C. If an individual cannot present a TWIC because it has been lost, damaged or stolen, and he or she has previously been granted unescorted access to the facility and is known to have had a valid TWIC, the individual may be given unescorted access to TWIC secure areas for a period of no longer than seven (7) consecutive calendar days, or in accordance with the most current U.S. Coast Guard guidance, if the following requirements are met:

1. The individual has reported the TWIC as lost, damaged or stolen to TSA as required in 49 C.F.R. § 1572.19(f); and
2. The individual can present another identification credential that meets the requirements of 33C.F.R. § 101.515; and
3. There are no other suspicious circumstances associated with the individual's claim of loss or theft.

D. If an individual cannot present his or her TWIC for any other reason, he or she may not be granted unescorted access to the TWIC secure area. The individual must be under TWIC escort, as described above, at all times when inside of a TWIC secure area.

E. With the exception of Federal, State and Local Regulatory & Law Enforcement/Emergency responders, all persons granted unescorted access to TWIC secure areas of the facility must be able to produce his or her TWIC upon request.

F. Personal vehicles that require access to TWIC secure areas of the Port Authority may be issued a decal, for a fee, that will permit them to remain within authorized areas on the facility. Vehicle decals expire, and must be renewed, annually. See Part Four.

G. TWIC cards expire on the 5th anniversary from date of issue. Individuals must renew their TWIC enrollment in the Port Access Control System annually. Port Authority employee ID cards expire, and must be renewed, annually.

H. 33 C.F.R. § 105.257 entitled "Security Measures for newly-hired employees" applies to Port Authority personnel only. The Port Authority has an internal policy that addresses 33 C.F.R. § 105.257. Tenant/Customer/Visitor newly-hired employees without a TWIC, require a TWIC escort in accordance with 33 C.F.R. § 105 and this Tariff Item.

PART THREE –SEAFARER ACCESS& VISITOR PASSES

A. SHIPS' CREW MEMBERS AND OTHER SEAGOING PERSONNEL

Ships' crew members and other seagoing personnel calling at Terminal Facilities may be permitted access to Terminal Facilities, without a TWIC, for purposes of performing their assigned work on the dock immediately adjacent to the vessel. Otherwise, Ships' crew members and other seagoing personnel must comply with TWIC regulations. The Port Authority Facility Security Officer (FSO), through his/her designated representative, will ensure the vessel Master or Vessel Security Officer (VSO), and ship's agent be made aware of approved, no cost means of seafarer access between the vessel and the facility Access Control Point (gate).

B.VISITOR PASSES

Visitor passes will be issued to casual visitors at Access Control Points upon presentation of a photo ID issued by a city, state or federal agency and upon verification that the person has received Port Security authorization to enter a facility. Visitors must be escorted by a TWIC holder while in TWIC secure areas. Escorts must remain with their visitors while in TWIC secure areas. Vehicle and visitor passes must be surrendered/retrieved when the vehicle/person departs from the terminal facilities.

PART FOUR – OPERATION OF MOTOR VEHICLES ON PORT AUTHORITY PROPERTY

A. All vehicles entering upon Port Authority property are subject to security screening at any time while on the facility. If the driver of a vehicle refuses to permit such security screening, access will be revoked and/or denied.

B. Only authorized vehicles may be operated in or on Terminal Facilities. If, in the judgment of the Port Authority, the use, driving, operating or parking of a motor vehicle does, or will interfere with the efficient and safe operations within Terminal Facilities, then designated Port Authority representatives, including the Port Authority's security and police personnel, may order such vehicle(s) out of the area, or may order the removal of the vehicle from the Terminal Facility. The Port Authority may order the removal of vehicles not in compliance with this provision, and in such event all towing and storage will be charged to the owner of the vehicle.

C. Certain areas have been or may be designated for parking and are so marked. Automobiles or other vehicles must be parked in these areas. Automobiles or other vehicles that are not parked in designated parking areas may be subject to removal as noted above.

D. Part Four is subject to Tariff Item 666 entitled Vehicles Prohibited on Docks During Loading or Unloading.

PART FIVE– AUTHORIZED VEHICLES

A. Only the following vehicles will be permitted to drive into TWIC secure areas:

- Port Authority owned;
- Official government vehicles;
- Personal vehicles displaying a Port Authority issued decal; or
- Clearly marked contractor or vessel servicing company vehicle actively engaged in loading or unloading cargo, servicing a vessel or requiring access for some other authorized purpose.

B. Taxicabs and other conveyances-for-hire must display a Port Authority vehicle decal prior to being permitted access into secure areas.

C. For purposes of this section, "clearly marked" means company signage on the vehicle that is printed legibly, and that is of font size that would permit a reasonable person to easily read the information from at least 15' from the side of the vehicle. Decals for personal vehicles owned by Port Authority employed personnel must be authorized by the Director of the Port department that the Port employee has been assigned to. There is no charge for decals issued to Port Authority personnel.

D. Registration Fee for a vehicle decal is Ten Dollars (\$10.00). The fee may only be paid by cash or by a company issued check. Persons desiring a vehicle decal must present a company letterhead document that reflects the company authorization for the individual to be issued a vehicle decal. That authorization may be contained in the same company letter requesting authorization be granted for the individual(s) to enter a restricted/TWIC secure Terminal Facility. Port Security staff will require the individual to provide proof of motor vehicle liability insurance and proof of state vehicle registration, and, if applicable, state inspection, as required by the applicable laws of the State of Texas. *Failure to furnish satisfactory proof of liability insurance may result in denial of access to or upon restricted/TWIC secure Terminal Facilities.*

E. Vehicle decals are non-transferable. Vehicle decals are valid for one year. Vehicles whose liability insurance expires within the year may obtain one renewal at no charge. Vehicle decals must be affixed to the front windshield of the authorized vehicle in a position where it can be clearly seen. When a vehicle is sold, traded, destroyed or the owner no longer is employed or associated with the Port Authority, the decal must be removed and returned to the Port Authority Police Department.

- A. The Port Authority may recognize vehicle access decals or "rear view mirror hangers" issued by designated Port Industries or other Texas Ports.

PART SIX – PROHIBITED ITEMS

- A. In accordance with the Maritime Transportation Security Act of 2002 and Title 33, U.S. Code of Federal Regulations (CFR) Part 105, the possession of firearms, ammunition, personal chemical dispensing devices, tire deflation devices, or other devices designed or adapted primarily to inflict bodily injury or serious bodily injury are prohibited within any Port of Corpus Christi Authority (PCCA) secure/restricted area, as defined in the PCCA Facility Security Plan and approved by USCG Sector Corpus Christi.

- B. Individuals requesting access to a PCCA secure/restricted area who are in lawful possession of a firearm, or other device, will be required to secure the firearm or device in a lockable storage locker at the primary access control point to that secure/restricted area. The firearm, or other device, shall be returned to the individual when the individual leaves the secure/restricted area.
- C. Federal, State, and Local law enforcement officials, acting in the actual discharge of their official duties, and/or when authorized by statute, are exempt from the provisions in this Part Six.
- D. Alcoholic Beverages, as defined by Texas Alcoholic Beverage Code, Title 1, Chapter 1, Sec. 1.04(1), are prohibited on Port property, Terminal facilities, or within Secure/restricted areas, except as provided herein;
 - 1. Part Six, Section D, does not apply to vessel crewmembers provided that the Master/Captain of the respective vessel, or their designated authorized representative has communicated authorization for crewmembers to bring alcoholic beverages aboard the respective vessel; such authorization will be provided to the Port of Corpus Christi Authority Harbormasters office, or the Port of Corpus Christi Authority Security Command Center.
 - 2. Part Six, Section D, does not apply when the possession of Alcoholic Beverages has been specifically authorized by the Port of Corpus Christi Authority Executive Director, or that individual's authorized designated representative.
- E. Illegal drugs, narcotics, and controlled substances, as defined and as deemed unlawful by provisions Texas Health and Safety Code, and amendments thereto, are prohibited on PCCA property, Terminal facilities, or within PCCA secure/restricted areas.

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 14

**Approve the Port's Assessment (Share) of the
Refinery Terminal Fire Company's 2016 Operating and Capital Budget**

The Refinery Terminal Fire Company (RTFC), funded entirely by its members (see attached list of members), has a 2016 operating and capital budget for emergency response services that totals \$4,928,743. The Port's 2016 assessment of \$194,046 represents 3.94% of that total, as compared to 3.93% in 2015.

Staff recommends that the Port's share of the RTFC's 2016 operating and capital budgets in the amount of \$186,851 be approved and payment authorized in quarterly installments.

LEAD CONTACT: Tony Alejandro; 885-6188; tony@pocca.com

2016
CAPITAL AND OPERATIONS
ALLOCATIONS

COMPANIES	ERS+CAP+TAS 2015	ERS OPERATIONS 2016	ERS CAPITAL 2016	TAS 2016	TOTAL ANNUAL 2016
Lyondell Corpus Christi	\$ 558,014.46	\$ 421,743.79	\$ 106,353.03	\$ 49,500.00	\$ 577,596.82
Calpine	\$ 80,932.13	\$ 67,892.26	\$ 16,076.19		\$ 83,968.44
Port of Corpus Christi	\$ 186,850.92	154,971.49	39,074.45		\$ 194,045.94
Elementis Chromium	\$ 51,589.02	42,801.63	10,772.41		\$ 53,574.04
Mark West - Javelina, Inc.	\$ 176,607.97	146,484.94	36,922.70		\$ 183,407.64
Citgo - CC Refinery	\$ 883,823.46	684,457.32	172,652.30	58,500.00	\$ 915,609.61
NuStar Logistics, L.P.	\$ 207,790.90	172,313.53	43,481.35		\$ 215,794.88
Flint Hills Resources	\$ 913,923.59	697,002.85	175,786.09	73,500.00	\$ 946,288.94
Koch Pipeline	\$ 191,792.51	159,030.26	40,151.70		\$ 199,181.95
Valero Marketing & Supply	\$ 104,076.56	86,341.27	21,740.68		\$ 108,081.94
Valero Refining	\$ 1,138,321.80	878,171.66	221,421.92	79,500.00	\$ 1,179,093.59
Martin Midstream Partners	\$ 41,122.44	34,151.25	8,550.00		\$ 42,701.25
Air Products	\$ 34,973.52	\$29,272.50	7,020.00		\$ 36,292.50
Valero - Three Rivers *	\$ 175,807.98	\$ 179,105.76	\$ -		\$ 179,105.76
RTFC (TAS Assessment)	\$ 14,000.00			14,000.00	\$ 14,000.00
TOTALS	\$ 4,759,627.26	\$ 3,753,740.51	\$ 900,002.81	\$ 275,000.00	\$ 4,928,743.32

* The calculations are with a \$900K capital assessment for 2016

REFINERY TERMINAL FIRE COMPANY
MAIN FI TATION
EMERGENCY RESPONSE ASSESSMENTS
1990 - 2014

	2017		2016		2015		2014	
MEMBERS	<u>OPERATING</u>	<u>CAPITAL</u>	<u>OPERATING</u>	<u>CAPITAL</u>	<u>OPERATING</u>	<u>CAPITAL</u>	<u>OPERATING</u>	<u>CAPITAL</u>
Calpine			67,892	16,076	66,642	14,290	63,263	12,504
Lyondell Corpus Christi			421,744	106,353	413,979	94,536	392,977	82,719
Port of Corpus Christi			154,971	39,074	152,118	34,733	144,403	30,391
Elementis Chromium			42,802	10,772	42,014	9,575	39,883	8,379
Mark West - Javelina, Inc.			146,485	36,923	143,788	32,820	110,466	28,718
CITGO - CC Refinery			684,457	172,652	671,855	153,469	637,768	134,285
NuStar Logistics, L.P.			172,314	43,481	169,141	38,650	160,561	33,819
Flint Hills Resources			697,003	175,786	684,169	156,254	649,459	136,723
Koch Pipeline			159,030	40,152	156,102	35,690	148,184	31,229
Valero Marketing & Supply			86,341	21,741	84,752	19,325	80,455	16,909
Valero Refining			878,172	221,422	862,002	196,819	818,274	172,217
Martin Midstream Partners			34,151	8,550	33,522	7,600	31,734	6,650
Air Products			29,273	7,020	28,734	6,240	27,102	5,460
Subtotal	-	-	3,574,635	900,003	3,508,817	800,003	3,346,206	706,532
ANNUAL MEMBERS								
Valero - Three Rivers *			179,106				166,885	
Lyondell Annual Assessment								
FHR Port Arthur								
TOTAL	-	-	3,753,741	900,003	3,508,817	800,003	3,513,091	706,532

REFINERY TERMINAL FIRE COMPANY
MAIN FI TATION
EMERGENCY RESPONSE ASSESSMENTS
1990 - 2014

	2013		2012		2011		2010	
MEMBERS	<u>OPERATING</u>	<u>CAPITAL</u>	<u>OPERATING</u>	<u>CAPITAL</u>	<u>OPERATING</u>	<u>CAPITAL</u>	<u>OPERATING</u>	<u>CAPITAL</u>
Calpine	61,242	10,717	59,570	8,972	56,883	7,234	54,469	7,234
Lyondell Corpus Christi	380,421	70,902	370,031	59,352	353,343	47,855	338,346	47,855
Port of Corpus Christi	139,789	26,050	135,971	21,806	129,839	17,582	124,328	17,582
Elementis Chromium	38,609	7,182	37,554	6,012	35,861	4,847	34,339	4,847
Mark West - Javelina, Inc.	106,105	24,613	102,496	20,604	96,700	16,613	91,491	16,613
CITGO - CC Refinery	617,390	115,102	600,529	96,352	573,446	77,688	549,107	77,688
NuStar Logistics, L.P.	155,431	28,988	151,186	24,266	144,368	19,565	138,240	19,565
Flint Hills Resources	628,707	117,191	611,537	98,100	583,957	79,098	559,172	79,098
Koch Pipeline	143,449	26,768	139,532	22,407	133,239	18,067	127,584	18,067
Valero (Eagle) Asphalt	77,884	14,494	75,757	12,133	72,341	9,783	69,270	9,783
Valero Refining	792,128	147,615	770,494	123,568	735,746	99,633	704,519	99,633
Martin Midstream Partners	30,720	5,700	19,537	2,550	18,656	2,040	17,864	2,040
Air Products	26,232	4,680	25,430	3,900	26,465	3,111		
Trafigura	35,242	5,629						
Harbor Wind	8,753	1,564						
Subtotal	3,242,102	607,195	3,099,624	500,021	2,960,844	403,116	2,808,730	400,005
ANNUAL MEMBERS								
Valero - Three Rivers *	161,056		156,657		149,592		143,272	
Lyondell Annual Assessment							-	
FHR Port Arthur								
TOTAL	<u>3,403,158</u>	<u>607,195</u>	<u>3,256,281</u>	<u>500,021</u>	<u>3,110,436</u>	<u>403,116</u>	<u>2,952,002</u>	<u>400,005</u>

REFINERY TERMINAL FIRE COMPANY
MAIN FI TATION
EMERGENCY RESPONSE ASSESSMENTS
1990 - 2014

	2009		2008		2007		2006	
MEMBERS	OPERATING	CAPITAL	OPERATING	CAPITAL	OPERATING	CAPITAL	OPERATING	CAPITAL
Calpine	48,339	7,234	43,996	7,271	41,546	7,200	39,693	6,300
Lyondell Corpus Christi	300,280	47,855	273,025	48,101	257,824	47,632	246,326	41,678
Port of Corpus Christi	110,339	17,582	100,310	17,672	94,725	17,500	90,501	15,313
Elementis Chromium	30,475	4,847	27,654	4,872	26,115	4,825	24,950	4,222
Mark West - Javelina, Inc.	104,297	16,613	94,779	16,698	89,503	16,535	85,511	14,468
Celanese Corp.	-	-	-	-	21,129	3,904	20,187	3,416
CITGO - CC Refinery	487,331	77,688	443,225	78,086	418,549	77,325	399,884	67,659
NuStar Logistics, L.P.	122,687	19,565	111,623	19,666	105,409	19,474	100,708	17,039
Flint Hills Resources	496,263	79,098	451,270	79,504	426,146	78,729	407,142	68,888
Koch Pipeline	113,229	18,067	103,076	18,160	97,337	17,983	92,996	15,735
Valero (Eagle) Asphalt	61,475	9,783	55,812	9,833	52,704	9,737	50,354	8,520
Valero Refining	625,255	99,633	568,425	100,143	536,778	99,168	512,840	86,771
Martin Midstream Partners	15,858	2,040						
Subtotal	2,515,825	400,005	2,273,196	400,005	2,167,765	400,011	2,071,093	350,009
ANNUAL MEMBERS								
Valero - Three Rivers *	127,153		115,646		109,207		104,337	
Lyondell Annual Assessment	150,000		150,000		150,000		150,000	
FHR Port Arthur	50,000							
TOTAL	2,842,978	400,005	2,538,842	400,005	2,426,972	400,011	2,325,430	350,009

2007 Celanese Corp drops

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 15

Approve Producer Price Index (PPI) Adjustment to the Wharfage and Dockage under PCCA Tariff 100-A and Wharfage, Dockage and Items 342, 344 and 346 under Bulk Terminal Tariff 1-A

The PCCA has annually adjusted its Tariff rates since 2008. Staff feels it is important to annually adjust our rates in order to keep up with inflation and to avoid major increases as was done in 2004 and 2007 following a period of 23 years in which no increases were made. Port Industries has indicated that they prefer these smaller, regular increases.

This year's proposed PPI change is 2.28%; last year's change was 2.94%. For example, with the proposed 2.28% PPI adjustment, our liquid petroleum wharfage rate would increase from \$0.0965 to \$0.0987 per barrel. The overall increase applied to all wharfage and dockage would generate approximately \$1,576,019 in increased revenue. The existing 7.5% Security Surcharge will not be changed.

Staff recommends a PPI adjustment of 2.28% to the wharfage and dockage charges under PCCA Tariff 100-A and wharfage, dockage and Item 342 (Charges for Use of Traveling Gantry Crane), Item 344 (Charges for Use of Radial Ship Loader) and Item 346 (Unloading of Rail Cars at Bulk Dock 2) under Bulk Terminal Tariff 1-A effective January 1, 2016

LEAD CONTACT: Dennis DeVries; 885-6139; dennis@pocca.com

**Port of Corpus Christi Authority
2015 Budget
Tariff Adjustment Summary**

	Current	2.28% Tariff Adjustment **	Adjusted
Wharfage	\$ 48,473,869	\$ 1,105,204	\$ 49,579,073
Dockage	\$ 15,827,199	\$ 360,860	\$ 16,188,059
Security Surcharge-7.50%	\$ 4,822,580	\$ 109,955	\$ 4,932,535
Total	\$ 69,123,648	\$ 1,576,019	\$ 70,699,667

**** - Through September 2015**

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 16

**Approve a Producer Price Index (PPI) Adjustment to the
PCCA's Pipeline Easement Fees and
Dredge Material Placement Area Depletion Fees**

On December 9, 2014, the Port Commission approved a Producer Price Index (PPI) adjustment to the fee schedules for pipeline and utility easements on PCCA property—one fee schedule for pipelines and utilities owned by governmental entities and PCCA customers using public docks or private docks covered by a current franchise/user agreement, and the other fee schedule for companies that are not PCCA customers or that use private docks not covered by a current franchise/user agreement. The Commission also approved an increase in the dredge material placement area (DMPA) depletion fee for PCCA customers' use of any of the PCCA-owned DMPAs.

As proposed in the 2016 budget, the fees for pipeline and utility easements and for use of PCCA-owned DMPAs should be adjusted again this year to reflect the increase in the PPI for Ports and Harbors. This year's PPI change is +2.28%. The new fees for pipeline and utility easements are shown on the attached Easement Fee Schedule A and Easement Fee Schedule B. The new rate for the use of PCCA-owned DMPAs will be \$4.38 per cubic yard. This rate does not include separate additional fees that could be charged by the U.S. Army Corps of Engineers nor additional fees the PCCA may need to charge to cover PCCA expenses to raise the height of levees to accommodate dredge material not associated with the Federal Ship Channel. These costs will be determined after levee construction for this purpose has been performed. If approved, these fees will go into effect on January 1, 2016.

Staff recommends approval of a PPI adjustment to the pipeline easement fees and DMPA fees as described in the attached revised fee schedules which include the proposed new fees.

LEAD CONTACT: Darrin Aldrich, 361-885-6169; darrin@pocca.com.

**PORT OF CORPUS CHRISTI AUTHORITY
PIPELINE AND UTILITY
EASEMENT FEE SCHEDULE A**

Effective January 01, 2016

**For Port Customers Using Public Docks or Private Docks
Covered by a Current Franchise Agreement***

**For pipeline, casing pipe, wireline and conduit installations along, across,
under or within railroad right-of-way, submerged lands, or other lands:**

DESCRIPTION	Proposed 10-Yr Rate	
Not over 8" Diameter	\$ 55.85	per rod
Minimum	\$ 1,675.34	per line
Over 8" but not over 16" Diameter	\$ 67.02	per rod
Minimum	\$ 2,010.40	per line
Over 16" but not over 32" Diameter	\$ 122.85	per rod
Minimum	\$ 2,792.23	per line
Over 32" but not over 48" Diameter	\$ 195.45	per rod
Minimum	\$ 5,026.01	per line
Over 48" but not over 64" Diameter	\$ 268.05	per rod
Minimum	\$ 6,142.90	per line
Over 64" but not over 80" Diameter	\$ 351.71	per rod
Minimum	\$ 7,259.79	per line
Over 80" but not over 96" Diameter	\$ 430.01	per rod
Minimum	\$ 8,935.13	per line
96" or over	\$ 502.61	per rod
Minimum	\$ 10,610.47	per line
12 KV Electrical Transmission	\$ 44.67	per rod
Minimum	\$ 1,340.27	per line
35 KV	\$ 50.26	per rod
Minimum	\$ 1,474.30	per line
69 KV	\$ 55.85	per rod
Minimum	\$ 1,608.32	per line
138 KV	\$ 83.76	per rod
Minimum	\$ 1,675.34	per line
345 KV	\$ 100.52	per rod
Minimum	\$ 2,010.40	per line
Wooden Support Poles	\$ 279.23	each
Steel Tower Supports	\$ 1,116.89	each

*** Also for governmental agencies.**

****Measurement determined by outside diameter of pipe including coating or insulation****

**PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT FEE SCHEDULE
EASEMENT FEE SCHEDULE B**

Effective January 01, 2016

**For Companies that are not Port Customers or Use Private Docks
Not Covered by a Current Franchise Agreement**

**For pipeline, casing pipe, wireline and conduit installations along, across,
under or within railroad right-of-way, submerged lands, or other lands:**

DESCRIPTION	Proposed 10-Yr Rate	
Not over 8" Diameter	\$ 167.54	per rod
Minimum	\$ 5,026.01	per line
Over 8" but not over 16" Diameter	\$ 201.04	per rod
Minimum	\$ 6,031.21	per line
Over 16" but not over 32" Diameter	\$ 368.58	per rod
Minimum	\$ 8,376.68	per line
Over 32" but not over 48" Diameter	\$ 586.37	per rod
Minimum	\$ 15,078.03	per line
Over 48" but not over 64" Diameter	\$ 804.17	per rod
Minimum	\$ 18,428.70	per line
Over 64" but not over 80" Diameter	\$ 1,055.46	per rod
Minimum	\$ 21,779.38	per line
Over 80" but not over 96" Diameter	\$ 1,290.01	per rod
Minimum	\$ 26,805.39	per line
96" or over	\$ 1,507.81	per rod
Minimum	\$ 31,831.40	per line
12 KV Electrical Transmission	\$ 134.03	per rod
Minimum	\$ 4,020.81	per line
35 KV	\$ 150.78	per rod
Minimum	\$ 4,422.89	per line
69 KV	\$ 167.54	per rod
Minimum	\$ 4,824.97	per line
138 KV	\$ 251.30	per rod
Minimum	\$ 5,026.01	per line
345 KV	\$ 301.56	per rod
Minimum	\$ 6,031.21	per line
Wooden Support Poles	\$ 837.67	each
Steel Tower Supports	\$ 3,350.67	each

*****Measurement determined by outside diameter of pipe including coating or insulation*****

Dredge Material Placement Area Depletion Charges
(Proposed)
As of January 1, 2016

\$500.00 Application Fee Plus

Rincon Placement Area and Placement Area No. 1	Port Fee	\$4.38/CY
	Corps Fee	*
Southshore Placement Areas (Cells A, B & C)	Port Fee	\$4.38/CY
	Corps Fee	*
Placement Area No. 6	Port Fee	\$4.38/CY
	Corps Fee	*
Suntide Placement Area	Port Fee	\$4.38/CY
	Corps Fee	*
Placement Areas from Port Aransas to Ingleside Point	Port Fee	\$4.38/CY
	Corps Fee	*
Placement Areas Along La Quinta Channel	Port Fee	\$4.38/CY
	Corps Fee	*
Good Hope Placement Area	Port Fee	\$4.38/CY
	Corps Fee	*
Placement Area No. 14	Port Fee	\$4.38/CY
	Corps Fee	*

* Corps fee to be determined by U.S. Army Corps of Engineers.

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 17

**Approve Renewal of PCCA's Health and Dental Benefits
Plan and Amendments for 2016**

Port staff met with the Audit Committee on November 12, 2015, to discuss the PCCA's Health and Dental Benefits Plan. Costs for the Plan have remained constant for the last seven years at an average annual cost of \$2,300,000.

During 2015, the Plan experienced high medical and prescription costs over this same period for 2014. It is estimated that costs for 2015 will be 29% higher than the 2014 Plan year. Additionally, the increase in overall costs may be attributed to medical inflation of 7.8%, Health Care Reform fees 2.16 % of Plan cost and an increase in employee enrollment by 12%.

The anticipated maximum Plan cost for 2016 is \$3,807,800.52, which is a 15.87% increase over 2014. As a result of the increase in our Plan costs and with the assistance of Entrust Inc. and Walker and Associates, staff is recommending the attached amendments to the Plan for 2016. From the recommended changes, it is anticipated there may be a savings up to 3% of the maximum Plan costs.

Staff recommends approval of the renewal of the Health and Dental Benefits Plan and Amendments effective January 1, 2016.

LEAD CONTACT: Sandra Davis; 885-6155; sandra@pocca.com



December 7, 2015

The Port of Corpus Christi
Attn: Ms. Sandra Davis
222 Power Street
Corpus Christi, TX 78401

Re: Amendment #4 to your Plan Document/ Summary Plan Description (SPD)

Dear Ms. Davis:

Enclosed is Amendment #4 reflecting a Summary of Material Modifications (SMM) to update your Summary Plan Description (SPD). The changes have been highlighted for your convenience.

Please review the enclosed amendment and, if it meets with your approval, sign where indicated and return the signed original to our office. We strongly recommend you distribute this amendment as soon as possible to avoid any participant concerns. Therefore, it is important that you review, sign and return the enclosed amendment as soon as possible. It is your responsibility to timely distribute this amendment in whatever format you choose.

If you should have any questions, please do not hesitate to contact your account manager or you may contact me at extension 124 or mmckinney@entrustinc.com

Sincerely,

Matt McKinney
Compliance Attorney
Entrust, Inc.

Enclosure

**THE PORT OF CORPUS CHRISTI HEALTH AND DENTAL BENEFIT PLAN
AMENDMENT #4 to 2015 SPD**

ORIGINAL PLAN EFFECTIVE DATE: JANUARY 1, 2015

AMENDMENT EFFECTIVE DATE: JANUARY 1, 2016

This Plan is changed to the following without altering any other provisions:

I. SUMMARY PLAN DESCRIPTION

Location: Schedule of Benefits

Delete:

COVERED SERVICES	SPOHN NETWORK PROVIDERS	FIRST HEALTH NETWORK PROVIDERS (OUTSIDE SPOHN SERVICE AREA)	NON-NETWORK PROVIDERS & FIRST HEALTH PROVIDERS (IN SPOHN SERVICE AREA) (MAY BE SUBJECT TO BALANCE BILLING)
MONTHLY DEDUCTIBLE Per Single/Family Unit	\$200		
ANNUAL MAXIMUM ELIGIBLE COINSURANCE OUT-OF-POCKET EXPENSE (EXCLUDES DEDUCTIBLE AND CO-PAYS) PER SINGLE/FAMILY UNIT	\$1,000		Unlimited

PRESCRIPTION DRUG BENEFITS

	30 DAY SUPPLY	*RETAIL 90 / MAIL ORDER
SMOKING DETERRENTS One (6) six month treatment per calendar year/ not to exceed (2) treatments in a lifetime	Co-pay applies based on information below	
GENERIC	\$10 Co-pay	\$15 Co-pay
BRAND NAME FORMULARY	\$30 Co-pay	\$45 Co-pay
NON-FORMULARY BRAND NAME DRUGS	\$40 Co-pay	\$60 Co-pay
SHINGLES AND MENINGITIS VACCINE AT THE PHARMACY PRESCRIPTION REQUIRED	\$30 Co-pay	

**90-Day supply allowed with 1½ co-pays for Maintenance Drugs at participating pharmacies*

Note: All co-pays will not apply to coinsurance stop loss maximum. For further information regarding your Prescription Drug benefits, see the Prescription Drug Benefits section of the SPD.

Replace With:

COVERED SERVICES	SPOHN NETWORK PROVIDERS	FIRST HEALTH NETWORK PROVIDERS (OUTSIDE SPOHN SERVICE AREA)	NON-NETWORK PROVIDERS & FIRST HEALTH PROVIDERS (IN SPOHN SERVICE AREA) (MAY BE SUBJECT TO BALANCE BILLING)
MONTHLY DEDUCTIBLE Per Single/Family Unit	\$200		
Maximum Out of Pocket Amount Includes Deductibles, Co-pays, and Coinsurance Individual & Families	\$3,000		Unlimited

PRESCRIPTION DRUG BENEFITS

	30 DAY SUPPLY	*RETAIL 90 / MAIL ORDER
GENERIC	\$10 Co-pay	\$15 Co-pay
BRAND NAME FORMULARY	\$35 Co-pay	\$45.00 Co-pay
NON-FORMULARY BRAND NAME DRUGS	\$45 Co-pay	\$60.00 Co-pay
SPECIALTY DRUGS	\$200 Co-pay	Not Available
PREVENTIVE DRUGS & CONTRACEPTIVES**	\$0 Co-pay	Not Available
SHINGLES AND MENINGITIS VACCINE AT THE PHARMACY	\$0 Co-pay	
Prescription Co-Pays Apply to the Maximum Out of Pocket		
If a Brand name drug is dispensed when a generic equivalent is available, the Co-pay will be the Brand Name Co-pay plus the difference in cost between the Brand Name drug and the Generic equivalent. If no Generic is available, the Brand Co-pay will apply.		
*90-Day supply allowed with 1½ co-pays for Maintenance Drugs at participating pharmacies **No co-pay for generic preventive drugs and contraceptives unless a generic drug is deemed medically inappropriate by the prescribing physician.		

/ /

Plan Administrator Signature

Date

For Office Use Only
January 1, 2016
<div style="border-top: 1px solid black; width: 100%; margin-bottom: 5px;"></div> Amendment Effective Date

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 18

**Approve Reinsurance Provider for PCCA Health and
Dental Benefits Plan Effective January 1, 2016**

On November 12, 2015, staff discussed the Reinsurance Provider for the Health and Dental Benefits Plan with the Audit Committee. Currently, the provider for reinsurance is QBE Insurance. QBE has been the provider for the last eight years.

Entrust Inc., the Third Party Administrator for the Health and Dental Benefits Plan, surveys the market annually for a Reinsurance Provider. The search for a Reinsurance Provider includes insurance companies that offer an aggregate amount of \$100,000 that reduces the financial exposure of the Plan. Five insurance companies were surveyed including QBE. After a review of the quotes submitted, Companion Life Insurance Company was selected as the Reinsurance Provider for the Health and Dental Benefits Plan. Companion Life Insurance Company is a Mutual of Omaha Company. The A.M. Best Rating Services has issued Companion Life as A+ Superior Financial Strength rating.

Staff recommends approval of Companion Life Insurance Company as the Reinsurance Company for the Health and Dental Benefits Plan effective January 1, 2016.

LEAD CONTACT: Sandra Davis; 885-6177; sandra@pocca.com

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 19

**Approve PCCA's Worker's Compensation Renewal
Effective January 1, 2016**

On September 25, 2015, Carlisle Insurance Agency released a Request for Proposals (RFP) to nine potential bidders. Port staff assisted with the compilation of the RFP for Worker's Compensation coverage and related client services. The RFP specifications called for first dollar coverage of Worker's Compensation along with client services. Client Services included designated account executive, a monthly open claims review, on-line claims management system, Medicare Secondary Reporting and the ability to provide claim data reports.

One response was received from the incumbent, Texas Municipal League (TML). Input from other potential bidders who did not response is noted in the attachment.

Staff recommends renewal of the Worker's Compensation coverage with Texas Municipal League for an annual premium of \$125,145 which is 3.6% decrease in cost compared to the annual premium for 2014.

LEAD CONTACT: Sandra Davis; 885-6177; sandra@pocca.com
Donna James-Spruce; 885-6695; Donna@pocca.com.



PORT CORPUS CHRISTI

2016 WORKER'S COMPENSATION
RFP RESPONSES

Company/Broker	Response	Price
Liberty Mutual	Decline-Not a market for monoline work comp on accounts of this size	\$N/A
Travelers	Decline-Cannot offer a guranteed cost product	\$N/A
AIG	No response	\$N/A
TPS	No response	\$N/A
TML	Quoted	\$125,145
ASC	Declined- Due to lack of time to develop a business rapport	\$N/A
McGriff	No Response	\$N/A
Texas Mutual	Decline- Could not compete on premium based on losses	\$N/A
TWCA Risk Management Fund	Decline-Due to payroll classifications	\$N/A

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 20

**Approve PCCA's Employer Contribution Rate for the
Texas County & District Retirement System Plan for 2016**

Each year the Port of Corpus Christi Authority is required to establish its Employer "Contribution Rate" for the Port's retirement plan, which is administered by the Texas County and District Retirement System (TCDRS). This contribution rate is a percentage of covered payroll that the Port pays into the Port's account. The Required Employer Contribution Rate for 2016 is 4.99%. For the last three years (2013, 2014 and 2015) the Port has established a contribution rate of 7%.

Since 2002, the PCCA has elected to contribute at a higher percentage of payroll ("Elected Contribution Rate") than is required by the TCDRS in order to reduce the PCCA's unfunded Actuarial Accrued Liability under the Plan. The estimated cost to the Port for 2016 is \$1.1 million based on an estimated payroll of \$15.1 million. By funding our Plan at 7%, it is projected that our funded Ratio for 2016 may be 101.16%

Staff recommends approval of the Elected Employer Contribution Rate of 7% for the 2016 Plan year.

LEAD CONTACT: Sandra Davis; 885-6177; sandra@pocca.com

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 21

**Approve a Resolution Authorizing Funding of the
Port of Corpus Christi Promotion and Development Fund for 2016
and Matters Related Thereto**

PCCA has maintained a Promotion and Development Fund since 2004, as permitted under Section 60.201, Water Code. This section says:

[Navigation] Districts in this state which operate ports or waterways and harbor and terminal facilities are in keen competition with other ports, waterways, harbors, and terminals outside the state and with privately owned port and terminal facilities inside the state. Well-situated and well-equipped ports and waterways in other nearby states and owners of substantial port and terminal facilities located inside and outside the state are advertising, promoting and developing their competing ports, waterways, harbors, and terminals through expenditure of large amounts of money without any audit or restriction on expenditure of the money. This activity or expenditure is thwarting and impeding the use, progress, and development of the ports, waterways, harbors, and terminals of this state. Continuation of this hardship and injustice can best be met and coped with by more liberal use of some relatively small fund set aside from the gross income from operations of the ports of this state to be used in the manner provided in this subchapter.

Staff recommends approval of the attached resolution, which authorizes setting aside up to two (2) percent of PCCA's gross income from operations in PCCA's Promotion and Development Fund for 2016 to be used to pay for the amounts payable under PCCA's Port Development Services Agreements, community event sponsorships, and similar promotion and development expenses.

LEAD CONTACT: John LaRue, 885-6189; john@pocca.com

**RESOLUTION AUTHORIZING FUNDING OF THE
PORT OF CORPUS CHRISTI PROMOTION AND DEVELOPMENT FUND
FOR 2016 AND MATTERS RELATING THERETO**

WHEREAS, Port of Corpus Christi Authority of Nueces County, Texas (“PCCA”) established the *Port of Corpus Christi Promotion and Development Fund* (the “Development Fund”) on December 14, 2004, pursuant to the authority granted in Subchapter H of Chapter 60 of the Texas Water Code (“Subchapter H”); and

WHEREAS, Section 60.202 of the Texas Water Code (“Water Code”) provides that PCCA may set aside out of current income from its operations a promotion and development fund of not more than five percent of its gross income from operations in each calendar year; and

WHEREAS, Section 60.203 of the Water Code provides that money in a promotion and development fund shall be spent by the Port Commission or as the Port Commission may direct to pay any expenses connected with (1) any activity or matter incidental to the advertising, development, or promotion of the Port or its ports, waterways, harbors, or terminals; (2) furthering the general welfare of the Port and its facilities; or (3) the betterment of the Port’s relations with steamship and rail lines, shippers, consignees of freight, governmental officials, or others interested or sought to be interested in [its] ports, waterways, harbors, or terminals; and

WHEREAS, Section 60.205 of the Water Code provides that Subchapter H authorizes disbursements from the Development Fund for unusual purposes and occasions not covered by other law;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS THAT:

Section 1. For purposes of this Resolution, the term “Business/Community Development Expenses” means (a) the Business/Community Development expenditures included in the Port of Corpus Christi Authority 2016 Annual Budget, (b) community event sponsorships, and (c) the amounts payable under PCCA’s agreements, such as its Port Development Services Agreements, in effect during all or part of 2016 which provide by their terms that PCCA’s payment obligations thereunder will be paid with money in the Development Fund (collectively, the “Development Contracts”).

Section 2. During the calendar year 2016, an amount of money equal to the Business/Community Development Expenses shall be set aside in the Development Fund; provided, however, that the amount of money allocated to the Development Fund during 2016 shall not exceed two percent of PCCA’s gross income from operations for that year.

Section 3. The Port Commission hereby authorizes and directs the Executive Director to use the money in the Development Fund to pay PCCA’s obligations under the Development Contracts when due and to pay for other Business/Community Development Expenses at such times and in such amounts as he sees fit.

Section 4. The Director of Finance will be responsible for recording the allocations to and the expenditures from the Development Fund.

Section 5. A copy of this Resolution shall be delivered to the Director of Finance.

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 22

Approve Annual Professional Services Agreements for 2016

In order for the Port of Corpus Christi Authority (POCCA) to meet the needs of this port and the surrounding communities in which it is located, staff annually contracts with a number of firms to provide professional services in specific areas of expertise. In 2014, the POCCA Commission, under the advice of counsel, standardized these documents so that all consultants meet the same requirements.

The following annual professional services agreements are due for renewal. The term for all agreements begins January 1, 2016, and ends on December 31, 2016, unless either party terminates the contract earlier with 60 day's written notice.

Baker Wotring, LLP: Baker Wotring, LLP, has been providing professional legal services to the Port since 2012. They provide legal services on environmental matters supplementing the Port's general legal counsel as needed. Costs for these services for 2016 will not exceed \$150,000. **LEAD CONTACT:** Sarah Garza; 885-6163; sarah@pocca.com.

W.L. Bates: W.L. Bates Co. Inc. has been providing professional services in the area of real estate matters to the Port since 2009. Rick DuPriest, president of W.L. Bates, has consistently provided advice on the viability of industrial projects on both Port-owned and non-owned properties, marketing services for the sale or lease of POCCA properties, and information on the ownership of area industrial properties. W.L. Bates Co. Inc. is an active independent industrial and commercial brokerage in the region and is anticipated to continue to be comprehensively involved in potential property settlements and buyouts relating to the new Harbor Bridge project during 2016 as well as continued land acquisitions as required by POCCA. Costs for services in 2016 will not exceed \$147,600. **LEAD CONTACT:** Sean Strawbridge; 885-6133; sstrawbridge@pocca.com.

Berlanga Business Consultants: Berlanga Business Consultants has been providing professional services to the Port since 2000. They provide much needed assistance on the passage of key legislation for this Port and assisted with state funding for port infrastructure. They also worked with Representative Hunter and other legislators on the passage of windstorm legislation. Mr. Berlanga is a former Texas State Representative and he retains an excellent working relationship with Governor's

office, Lt. Governor's office, Speaker of the House, committee chairs, legislators and staff. Costs for services in 2016 will be \$90,000. **LEAD CONTACT:** Nelda Olivo; 885-6113; nelda@pocca.com.

BGYarbrough & Associates: BGYarbrough & Associates (formerly known as Erben & Yarbrough) has been providing professional services to the Port since 2003, first with Randall Erben and now with Brian Yarbrough. They have been instrumental in the passage of key legislation beneficial to the Port and in acquiring funding for port infrastructure. They represent the Port before the Texas Legislature and state agencies in the areas of transportation, environmental, security and economic development. This year, they assisted San Patricio County and the San Patricio County Economic Development Corporation with passage of their rail eminent domain authority. Mr. Yarbrough also enjoys an excellent working relationship with the Governor's office, Lt. Governor's office, Speaker of the House, legislators and state agencies. Costs for these services for 2016 are \$90,000. **LEAD CONTACT:** Nelda Olivo; 885-6113; nelda@pocca.com.

Borski Associates: Robert Borski d/b/a Borski Associates began providing professional services to the Port in 2003. They helped develop and implement our federal policy strategy. They have worked with Congress and federal agencies to advance and explore funding opportunities for the Corpus Christi Ship Channel project, implementation of the Water Resources Reform & Development Act of 2014 (WRRDA), and preparation for the next WRRDA legislation. Borski Associates monitored the Port's federal grant program and surface transportation reauthorization legislation. He has an excellent working relationship with key congressional committees and the U.S. Department of Transportation. Mr. Borski served in Congress for 20 years on the Transportation and Infrastructure Committee. Costs for these services in 2016 is \$120,000. **LEAD CONTACT:** Nelda Olivo; 885-6113; nelda@pocca.com.

Frank Brogan: Frank Brogan is a former Port Executive Management team member who retired in early 2015. Frank's intimate knowledge on the inner workings of the Port make him an excellent resource for new staff and to ensure continuity of organizational transitions as well as continuing to represent POCCA on the City's proposed desalinization project. Costs for services in 2016 will continue to be \$250 per hour on an as-needed basis. **LEAD CONTACT:** John LaRue; 885-6189; john@pocca.com.

Jorge Canavati: Jorge Canavati has been providing professional services to POCCA since 2000. He represents the Port in various energy and logistics related activities and events focusing on cross-border business and trade across Latin America. Jorge lobbies to include Port representatives as speakers and participants in international conferences and trade missions such as ExpoCarga, CITECH, and trade missions to Mexico. He further assists in developing close relationships between the Port and key Latin American trade organizations. Further, Jorge is supporting the Port

on opportunities to develop trade resulting from crude oil swap agreements between Mexico and the US. Costs for these services in 2016 will be \$48,000. **LEAD**

CONTACT: Ruben Medina; 885-6109; RubenM@pocca.com

Cassidy & Associates: Cassidy & Associates have been providing professional services to the Port since 2005. They represent the Port on the federal level to advance and explore funding opportunities for our Corpus Christi Ship Channel project, implementation of the Water Resources Reform & Development Act of 2014 (WRRDA) and preparation for next WRRDA legislation. They assist in setting up appointments with congressional members and federal agencies. They monitor federal grant programs and surface transportation reauthorization legislation. Cassidy & Associates is a full service government relations firm that can easily assist the Port with a variety of issues as needed. Costs for these services for 2016 will be \$210,000. **LEAD**

CONTACT: Nelda Olivo; 885-6113; nelda@pocca.com.

Delisi Communications-Pathfinder Public Affairs: Delisi Communications and Pathfinder Public Affairs has provided professional services to the Port since 2012. They represent the Port on the state level and worked with the Texas Department of Transportation and state legislators this year to secure funding for Harbor Bridge project. They also assisted with a mitigation plan for civil rights complaint related to Harbor Bridge project. As former Texas Transportation Chair, Ms. Delisi has an excellent working relationship with Governor's office, Lt. Governor's office, Speaker of the House, state legislators and state agencies. Costs for these services for 2016 will be \$120,000. **LEAD CONTACT:** Nelda Olivo; 885-6113; nelda@pocca.com.

Joe Harrington: Capt. Harrington, a licensed captain, has been providing professional services to the Port since 2003. He provides for the safe navigation of the fire barge, training of Port and RTFC personnel, and advice on vessel operations and maintenance. He also serves as the liaison with tugboats assisting the fire barge and with personnel on the distressed vessel. Costs for his services for 2016 will be \$40,000.00. **LEAD CONTACT:** Tony Alejandro; 885-6188; tony@pocca.com.

Simon Hsing: Simon Hsing has been providing professional services to the Port since 2000. He provides consulting services for the Port in Asia, including the Greater China Region, in order to develop business relations with respect to trade development for the Port. Mr. Hsing is located in China, which greatly facilitates communication with prospective customers in Asia in an effort to promote development of trade with Asia and help attract foreign direct investment from Asia to the Corpus Christi region. Mr. Hsing assists the Port on analysis of economic and international trade related issues. Costs for his services in 2016 will be \$44,000.00. **LEAD CONTACT:** Jarl Pedersen; 885-6698; jarl@pocca.com

Mathiesen Maritime Services: Palle Mathiesen has been providing professional services to the Port since 2000. Mr. Mathiesen provides professional services

regarding global wind turbine manufacturers, logistics providers, ship owners and operators. Mr. Mathiesen further assists the Port in best utilization and development of suitable open laydown areas for wind turbine cargo, analyze berth usage and options, communication with stakeholders, and application of wharfage rates. Mr. Mathiesen also assists the Port in the development of tools, such as the Project Matrix, used to monitor major orders for wind turbine components and other project cargo. Pal Mathiesen speaks five languages and is highly educated in international shipping. These unique skills are valuable to the Port when developing business opportunities with international customers. Mr. Mathiesen will also assist the Port in developing a vessel flow chart to accommodate the record volume of wind turbine cargo in 2016. Costs for these services in 2016 will be \$50,000. **LEAD CONTACT:** Jarl Pedersen; 885-6698; jarl@pocca.com.

Thomas S. Moore: Tom Moore is a former Port employee who has provided professional services to this Port since his retirement in 2001. His area of expertise is the South Texas/Northern Mexico region including San Antonio, the Rio Grande Valley, Laredo, and Monterrey. He assists The Port in attracting industry and investment beneficial to the Coastal Bend Region. He also offers insight on worldwide future trends. Mr. Moore assists the Port in building relationships with regional partners. He also promotes The Port to Regional communities, trade groups, and business organizations. Cost for Thomas Moore services in 2016 will be \$50,000. **LEAD CONTACT:** Jarl Pedersen; 885-6698; jarl@pocca.com

Morehead, Dotts. Rybak: Morehead Dotts Rybak has been providing professional services to the Port since 2000. They provide creative advertising and marketing services to assist the Port in the area of public information. Costs for these services for 2016 will be \$102,000.00. **LEAD CONTACT:** Patricia Cardenas; 885-6124; patricia@pocca.com.

Stroot Rail Consulting: Richard Stroot, Stroot Rail Consulting (SRC), has been supporting the Port since 2011 as a transportation, business development, and rail strategy consultant. SRC provides expertise with rail issues and assists the POCCA in its interface and communications with the three Class I railroads that serve POCCA. SRC also brings market expertise in grain and bulk commodities and contract management with rail related issues. Costs for SRC services for 2016 will be \$5,500.00 per month plus expenses. **LEAD CONTACT:** Sean Strawbridge; 885-6133; Sstrawbridge@pocca.com.

Welder Leshin: Welder Leshin provides professional legal services, representation, and advice to POCCA at the following hourly rates: \$375 for Jimmy Welder; \$350 for Mike Mahaffey; \$325 for all other partners and attorneys of counsel to the firm; \$250 for senior associates; \$175 for junior associates and \$75 for legal assistants. **LEAD CONTACT:** John LaRue; 885-6189; john@pocca.com.

In addition to the costs for their services, all agreement provide for reimbursement for reasonable travel expenses and direct costs. These costs must be approved by the Port prior to incurrence.

Staff recommends approve of the professional services agreements listed above for calendar year 2016.



DEBRA TSUCHIYAMA BAKER
MANAGING PARTNER

DIRECT DIAL: (713) 980-1717
dbaker@bakerwotring.com

December 9, 2015

PRIVILEGED & CONFIDENTIAL

Mrs. Sarah L. Garza
Environmental Compliance Manager
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi, Texas 78403

Re: Retention Agreement between Port of Corpus Christi Authority and Baker · Wotring LLP

Dear Mrs. Garza:

Thank you very much for asking Baker · Wotring LLP (the "Firm") to provide legal services to Port of Corpus Christi Authority ("POCCA"). The following constitutes the Firm's Retention Agreement for the provision of legal services.

Scope of Representation. We will provide legal services to POCCA in accordance with this letter and in reliance upon information and guidance provided by POCCA representatives.

To enable us to represent POCCA effectively, POCCA agrees to cooperate in all matters relating to these efforts and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by POCCA as a promise or guarantee.

General Fee & Billing Information. Each lawyer and legal assistant has an hourly billing rate based upon that individual's experience and specialized knowledge. For this specific matter, we have agreed that the Firm's fees (including consultant costs for consultants retained by the Firm) will not exceed \$150,000.00, unless the POCCA provides written authorization for additional fees to be incurred. We will bill on an hourly basis up to the agreed-upon amount and will invoice you monthly. As a courtesy to you and to express our interest in developing a continuing relationship with POCCA, we propose to substantially discount our lawyers' standard hourly rates in recognition of the particular circumstances of this matter. We would propose that any attorneys billing on the matter charge a blended rate of \$350.00 per hour and that legal assistant time, if any, be billed at \$160.00 per hour. The rate multiplied by the time expended on



Ms. Sarah Garza
December 9, 2015
Page 2 of 3

POCCA's behalf, measured in tenths of an hour, will be the basis for billing up to the agreed-upon amount.

The Firm typically incurs costs in connection with legal representation. These costs may include such matters as long distance telephone charges, special postage, delivery charges, telecopy and photocopy charges and related expenses, travel expenses and meals. We separately bill for computerized legal research and related expenses. POCCA agrees to pay these charges, as well as any costs incurred for copying documents for retention in our files. Except for specialized word processing services, we do not make a separate charge for secretarial work unless there is a situation that requires overtime staff work. To the extent that we make disbursements to other service providers such as court reporters, expert witnesses and investigators, we will generally forward third-party charges (if any) directly to POCCA for payment.

Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 60 days, we may suspend performing services for POCCA until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. POCCA agrees to pay our statements for services and other charges as stated herein. The fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to POCCA concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

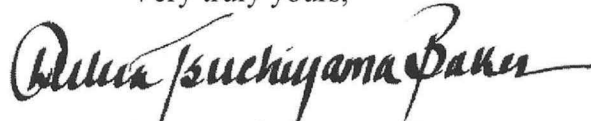
POCCA may terminate our representation at any time by notifying us. POCCA's termination of our services will not affect its responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, POCCA papers and property will be returned to POCCA promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained. These firm files may include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We may withdraw from representation if POCCA fails to fulfill its obligations under this agreement, including its obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice to POCCA.

We thank you for this opportunity to provide legal services. Please review this letter and, if it meets with your approval, please have the authorized parties sign the acknowledgement below and return a copy to me for our files. If you have any questions, please do not hesitate to contact me. We look forward to working with you.



Ms. Sarah Garza
December 9, 2015
Page 3 of 3

Very truly yours,


Debra Tsuchiyama Baker

Agreed and accepted by Authorized Representative of Port of Corpus Christ Authority

By: _____

Title: _____

Date: _____

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement") is made and entered into effective as of January 1, 2016 ("Effective Date"), by and between **W.L. BATES CO. INC.** ("Consultant") and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS ("PCCA"), each a "Party" and, collectively, the "Parties."

WHEREAS, Consultant has submitted a proposal to provide PCCA with the services stated in Exhibit A attached hereto ("Services"), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Consultant's Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Consultant hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed primarily by Richard A. DuPriest, Jr.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016, (the "Term"). Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on sixty (60) days' advance written notice sent to the other Party at the address set forth in Section 11, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant's Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Consultant will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Consultant does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fee.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Consultant the compensation set forth in Exhibit B attached hereto ("Contract Fee") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost.

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The Consultant will only consult and render advice to the PCCA and will not undertake to commit the

PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA in writing.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Consultant:

901 N. Carancahua
Corpus Christi, Texas 78401
ATTN: Richard A. DuPriesst, Jr.

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *Limitation of Liability.* Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONSULTANT:

W.L. BATES CO. INC.

By: _____
Richard A. DuPriest, Jr.
President

EXHIBIT A

SERVICES

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

- Work with PCCA staff on all aspects of real estate issues including the sale, lease, or purchase of any properties as required by the Executive Director or his duly authorized representative.
- Work with PCCA legal counsel in the preparation and negotiation of any sale, lease or purchase of any properties.
- Work with title company to ensure that all title commitments are correct and work through title company to remove any and all non-applicable exceptions to title.
- Provide commercial/industrial real estate advice as requested by Executive Director or Administration of PCCA. This will include, but not be limited to, any work requested of Consultant on the La Quinta project, Rincon Industrial Park, Harbor Bridge area, Corpus Christi Ship Channel Inner Harbor area, and San Patricio County rail project.
- Services may include opinions of value on PCCA assets in order to sell or lease those assets or a broker's opinion of value on any properties that the PCCA may be interested in purchasing or leasing.
- Provide industrial real estate marketing expertise and brokerage services as requested, including the actual marketing of surplus assets for sale or lease currently being outsourced.
- Negotiate sales, leases, extensions or modifications of existing leases on the PCCA's behalf as requested, without charging negotiated sales price based on real estate commissions.
- Provide industrial real estate advice to team members as requested in a support role to help leverage their efforts in commercial/industrial/waterfront real estate brokerage.
- Provide industrial real estate advice as requested by Executive Director or his representative as to the viability of industrial projects on PCCA-owned assets as well as advising staff if better location and functional alternatives exist in area properties both in Nueces and San Patricio Counties not owned by the PCCA.
- Industrial real estate advisor to provide knowledge to PCCA on area owners of industrial properties.

The Consultant will make oral and written reports as requested by the Executive Director or his duly authorized representative.

PCCA POINT OF CONTACT: Sean Strawbridge, Darrin Aldrich

EXHIBIT B

CONTRACT FEES

The Consultant will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a monthly fee of \$12,300. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Consultant must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective as of January 1, 2016 (“Effective Date”), by and between **BERLANGA BUSINESS CONSULTANTS** (“Consultant”) and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (“PCCA”), each a “Party” and, collectively, the “Parties.”

WHEREAS, Consultant has submitted a proposal to provide PCCA with the services stated in Exhibit A attached hereto (“Services”), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Consultant’s Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Consultant hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed primarily by Hugo Berlanga.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016, (the “Term”). Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on sixty (60) days’ advance written notice sent to the other Party at the address set forth in Section 11, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant’s Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Consultant will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Consultant does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fee.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Consultant the compensation set forth in Exhibit B attached hereto ("Contract Fee") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost.

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The Consultant will only consult and render advice to the PCCA and will not undertake to commit the

PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA in writing.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Consultant:

P.O. Box 6546
Corpus Christi, Texas 78411
ATTN: Hugo Berlanga

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *Limitation of Liability.* Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONSULTANT:

BERLANGA BUSINESS CONSULTANTS

By: _____
Hugo Berlanga

EXHIBIT A

SERVICES

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

- Consult with PCCA representatives, members of the Texas Legislature, state agencies, state officials and others who are involved with issues which may affect the PCCA at the state level.
- Monitor state environmental, security, transportation, economic development or administrative issues.
- Provide lobbying services with respect to state issues related to the PCCA.

The Consultant will make oral and written reports as requested by the Executive Director or his duly authorized representative.

PCCA POINT OF CONTACT: Nelda Olivo

EXHIBIT B

CONTRACT FEES

The Consultant will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a monthly fee of \$7,500. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Consultant must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective as of January 1, 2016 (“Effective Date”), by and between **BGYARBROUGH & ASSOCIATES** (“Consultant”) and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (“PCCA”), each a “Party” and, collectively, the “Parties.”

WHEREAS, Consultant has submitted a proposal to provide PCCA with the services stated in Exhibit A attached hereto (“Services”), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Consultant’s Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Consultant hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed primarily by Brian Yarbrough.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016, (the “Term”). Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on sixty (60) days’ advance written notice sent to the other Party at the address set forth in Section 11, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant’s Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Consultant will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Consultant does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fee.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Consultant the compensation set forth in Exhibit B attached hereto ("Contract Fee") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost.

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The Consultant will only consult and render advice to the PCCA and will not undertake to commit the

PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA in writing.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Consultant:

807 Brazos, Suite 402
Austin, Texas 787011
ATTN: Brian Yarbrough

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *Limitation of Liability.* Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONSULTANT:

BGYARBROUGH & ASSOCIATES

By: _____
Brian Yarbrough

EXHIBIT A

SERVICES

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

- Consult with PCCA representatives, members of the Texas Legislature, state agencies, state officials and others who are involved with issues which may affect the PCCA at the state level.
- Monitor state environmental, security, transportation, economic development or administrative issues.
- Provide lobbying services with respect to state issues related to the PCCA.

The Consultant will make oral and written reports as requested by the Executive Director or his duly authorized representative.

PCCA POINT OF CONTACT: Nelda Olivo

EXHIBIT B

CONTRACT FEES

The Consultant will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a monthly fee of \$7,500. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Consultant must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective as of January 1, 2016 (“Effective Date”), by and between ROBERT BOSKI D/B/A/ **BORSKI ASSOCIATES** (“Consultant”) and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (“PCCA”), each a “Party” and, collectively, the “Parties.”

WHEREAS, Consultant has submitted a proposal to provide PCCA with the services stated in Exhibit A attached hereto (“Services”), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Consultant’s Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Consultant hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed primarily by Robert A. Borski.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016, (the “Term”). Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on sixty (60) days’ advance written notice sent to the other Party at the address set forth in Section 11, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant’s Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Consultant will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Consultant does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fee.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Consultant the compensation set forth in Exhibit B attached hereto ("Contract Fee") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost.

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The Consultant will only consult and render advice to the PCCA and will not undertake to commit the

PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA in writing.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Consultant:

5023 S. Convent Lane, Unit J
Philadelphia, Pennsylvania 19114
ATTN: Robert A. Borski

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *Limitation of Liability.* Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONSULTANT:

ROBERT BORSKI D/B/A BORSKI ASSOCIATES

By: _____
Robert A. Borski

EXHIBIT A

SERVICES

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

- Consult regularly with PCCA representatives, congressional representatives, and federal agencies and officials and others with respect to issues related to the PCCA.
- Assist PCCA with its issues involving the federal government.

The Consultant will make oral and written reports as requested by the Executive Director or his duly authorized representative.

PCCA POINT OF CONTACT: Nelda Olivo

EXHIBIT B

CONTRACT FEES

The Consultant will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a monthly fee of \$10,000. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Consultant must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement") is made and entered into effective as of January 1, 2016 ("Effective Date"), by and between **FRANK BROGAN CONSULTING** ("Consultant") and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS ("PCCA"), each a "Party" and, collectively, the "Parties."

WHEREAS, Consultant has submitted a proposal to provide PCCA with the services stated in Exhibit A attached hereto ("Services"), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Consultant's Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Consultant hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed primarily by Frank C. Brogan.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016, (the "Term"). Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on sixty (60) days' advance written notice sent to the other Party at the address set forth in Section 11, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant's Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Consultant will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Consultant does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fee.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Consultant the compensation set forth in Exhibit B attached hereto ("Contract Fee") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost.

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The Consultant will only consult and render advice to the PCCA and will not undertake to commit the

PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA in writing.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Consultant:

200 Normandy Ave.
San Antonio, Texas 78209
ATTN: Frank C. Brogan

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *Limitation of Liability.* Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONSULTANT:

FRANK BROGAN CONSULTING

By: _____
Frank C. Brogan

EXHIBIT A

SERVICES

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

- 1. Water Supply.** Consultant will serve as the Authority's primary point of contact and representative for all water issues facing the Port. Consultant will work with area industry and public entities to develop dependable water supplies. Consultant will also attend key water industry meetings and continue to serve as the Authority's representative on the Board of the Texas Water Conservation Association. Consultant may also assist on any water related legislative issues affecting the Authority and the community as requested.
- 2. Working Logistics.** Consultant can work on the Project at Consultant's office space or in office space provided by the Authority. Consultant will provide the equipment and tools needed to perform the Services, such as computer/IT, cell phone, *etc.* It is expected that there will be times when Consultant will need to work at the Authority's offices, such as when there is a need to meet with users or work with other Port staff. If Consultant is not available locally when needed for work on the Project, Consultant will try to be available remotely. Administrative and graphics support will be provided by the Authority.
- 3. Travel.** If and when required to travel to perform these Services, Consultant will, for the most part, make its own travel arrangements and submit expenses for reimbursement.

The Consultant will make oral and written reports as requested by the Executive Director or his duly authorized representative.

PCCA POINT OF CONTACT: John P. LaRue

EXHIBIT B

CONTRACT FEES

The Consultant will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a monthly fee of \$4,000. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Consultant must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective as of January 1, 2016 (“Effective Date”), by and between JORGE CANAVATI D/B/A **JORGE CANAVATI & CO., LLC**, (“Consultant”) and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (“PCCA”), each a “Party” and, collectively, the “Parties.”

WHEREAS, Consultant has submitted a proposal to provide PCCA with the services stated in Exhibit A attached hereto (“Services”), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Consultant’s Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Consultant hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed primarily by Jorge Canavati.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016, (the “Term”). Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on sixty (60) days’ advance written notice sent to the other Party at the address set forth in Section 11, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant’s Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Consultant will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Consultant does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fee.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Consultant the compensation set forth in Exhibit B attached hereto ("Contract Fee") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost.

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The Consultant will only consult and render advice to the PCCA and will not undertake to commit the

PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA in writing.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Consultant:

1770 Skyplace Blvd. #305
San Antonio, Texas 78216
ATTN: Jorge Canavati

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *Limitation of Liability.* Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONSULTANT:

JORGE CANAVATI D/B/A
J. CANAVATI & CO., LLC

By: _____
Jorge Canavati
Consultant

EXHIBIT A

SERVICES

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

- Assist PCCA in development of strategies to attract new industry and investment beneficial to the greater Corpus Christi region.
- Assist in development of trade and business development opportunities with Mexico, including Monterrey.
- Assist in development of trade and business development opportunities with industry in the South Texas region including San Antonio, Laredo, and the Rio Grande Valley.
- Participate in events to promote trade, including events by chambers of commerce, transportation authorities, economic development organizations, and other trade promotion entities.
- Assist PCCA to reach out to potential new customers, trade groups, and business organizations in order to get information on new trade opportunities and logistics needs.
- Collate and evaluate feedback and recommend strategies for the PCCA to more fully participate in regional economic initiatives.

The Consultant will provide monthly written reports and oral reports as requested by the Executive Director or his duly authorized representative.

PCCA POINT OF CONTACT: Jarl Pedersen

EXHIBIT B

CONTRACT FEES

The Consultant will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a monthly fee of \$4,000. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Consultant must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement") is made and entered into effective as of January 1, 2016 ("Effective Date"), by and between **CASSIDY & ASSOCIATES INC.** ("Consultant") and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS ("PCCA"), each a "Party" and, collectively, the "Parties."

WHEREAS, Consultant has submitted a proposal to provide PCCA with the services stated in Exhibit A attached hereto ("Services"), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Consultant's Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Consultant hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed primarily by Barry Rhoads and Steven McKnight.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016, (the "Term"). Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on sixty (60) days' advance written notice sent to the other Party at the address set forth in Section 11, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant's Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Consultant will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Consultant does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fee.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Consultant the compensation set forth in Exhibit B attached hereto ("Contract Fee") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost.

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The Consultant will only consult and render advice to the PCCA and will not undertake to commit the

PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA in writing.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Consultant:

733 10th Street NW, Suite 400
Washington, D.C. 20001
ATTN: Barry Rhoads

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *Limitation of Liability.* Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONSULTANT:

CASSIDY & ASSOCIATES INC.

By: _____
Barry Rhoads
President

EXHIBIT A

SERVICES

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

- Assist the PCCA in pursuing its governmental affairs objectives.
- Perform federal liaison activities both with the Executive Branch and Congress as well as substantive consulting service on achieving the PCCA's government relations objectives.
- Provide general government relations services to the PCCA on federal transportation issues, maritime matters, and economic development objectives.
- Services include consulting services and liaison activities on federal authorization and appropriations legislation relevant to the PCCA, including the La Quinta Trade Gateway and general port issues.

The Consultant will make oral and written reports as requested by the Executive Director or his duly authorized representative.

Cassidy gives no assurances and makes no representations as to the particular results of its services or the response and timeliness of actions taken by relevant government officials and their staffs or by others. It is understood that Cassidy cannot undertake to verify all facts supplied to it by the PCCA or related entities or all factual matters included in materials prepared or used by Cassidy and approved by the PCCA or related entities. To the extent permitted by law, the PCCA agrees to indemnify and hold harmless Cassidy from and against any and all losses, claims, damages, legal fees, expenses, or liabilities that Cassidy may incur (including its participation as a third party witness in litigation against the PCCA or related entities) based upon information, representations, reports, data or releases furnished or approved by the PCCA or its specifically authorized representative for use or release by Cassidy, whether or not Cassidy prepared or participated in the preparation of such materials. This paragraph shall survive the expiration of this agreement and shall continue to bind both parties.

PCCA POINT OF CONTACT: Nelda Olivo

EXHIBIT B

CONTRACT FEES

The Consultant will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a quarterly fee of \$52,500. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll, and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Consultant must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

All payments to Cassidy for services and expenses will be due and payable on the dates specified on the invoice and shall be made by check issued to:

Cassidy & Associates
CMGRP Inc.
P.O. Box 7247-6593
Philadelphia, PA 19170-6593

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective as of January 1, 2016 (“Effective Date”), by and between **DELISI COMMUNICATIONS AND PATHFINDER PUBLIC AFFAIRS** (“Consultant”) and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (“PCCA”), each a “Party” and, collectively, the “Parties.”

WHEREAS, Consultant has submitted a proposal to provide PCCA with the services stated in Exhibit A attached hereto (“Services”), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Consultant’s Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Consultant hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed primarily by Deirdre Delisi and Rene Ramirez.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016, (the “Term”). Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on sixty (60) days’ advance written notice sent to the other Party at the address set forth in Section 11, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant’s Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Consultant will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Consultant does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fee.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Consultant the compensation set forth in Exhibit B attached hereto ("Contract Fee") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost.

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The Consultant will only consult and render advice to the PCCA and will not undertake to commit the

PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA in writing.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Consultant:

823 Congress Avenue, Suite 1000B
Austin, Texas 78701
ATTN: Deirdre Delisi

612 W. Nolana, Suite 415
McAllen, Texas 78504
ATTN: Rene Ramirez

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *Limitation of Liability.* Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or

damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONSULTANT:

DELISI COMMUNICATIONS

By: _____
Deirdre Delisi

PATHFINDER PUBLIC AFFAIRS

By: _____
Rene Ramirez

DELISI COMMUNICATIONS
PATHFINDER PUBLIC AFFAIRS
Consulting Agreement
Page 5

EXHIBIT A

SERVICES

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

- Continue to work with the Texas Department of Transportation and other necessary entities to ensure continued progress on the Harbor Bridge Project and other transportation priorities.
- Confer, advise and participate in the passage or defeat of legislation during any regular or special session of the Legislature; advise on strategy to be followed to accomplish the desired results.
- Confer with legislative leaders on the organization of committees and subcommittees, reference of legislation to committees and subcommittees, and timing of consideration of legislation.
- Maintain a continuing relationship with members and key officers and employees of the House and Senate.
- Other projects as assigned by the client.
- Meet with the PCCA representatives as needed.

The Consultant will make oral and written reports as requested by the Executive Director or his duly authorized representative.

PCCA POINT OF CONTACT: Nelda Olivo

EXHIBIT B

CONTRACT FEES

The Consultant will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a monthly fee of \$5,000.00. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Consultant must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective as of January 1, 2016 (“Effective Date”), by and between **STROOT RAIL CONSULTING** (“Consultant”) and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (“PCCA”), each a “Party” and, collectively, the “Parties.”

WHEREAS, Consultant has submitted a proposal to provide PCCA with the services stated in Exhibit A attached hereto (“Services”), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Consultant’s Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Consultant hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed primarily by Richard E. Stroot.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016 (the “Term”). Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on sixty (60) days’ advance written notice sent to the other Party at the address set forth in Section 11, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant’s Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Consultant will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Consultant does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fee.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Consultant the compensation set forth in Exhibit B attached hereto ("Contract Fee") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost.

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venture, or employee of the PCCA at any time during the Term. The Consultant will only consult and render advice to the PCCA and will not undertake to commit the PCCA to

any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA in writing.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Consultant:

1441 Hampton Road
Grapevine, Texas 76051
ATTN: Richard E. Stroot

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *Limitation of Liability.* Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONSULTANT:

STROOT RAIL CONSULTING

By: _____
Richard E. Stroot
Principal

EXHIBIT A**SERVICES**

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

- Participate and promote all business development and delivery of rail services, either existing or incremental, in and around the Port of Corpus Christi.
- Interface with PCCA Business Development Dept. on rail commercial matters
- Interface with PCCA Operations Dept. on rail operational matters
- Attend at least two Commission meetings (as directed by PCCA Representative(s) and monthly meeting as needed.
- Rail Link Contract—develop amendment for Nueces River Rail Yard for CCRA & develop new contract proposal for Port/Rail Link on lease payments.
- Continue to work with PCCA and Class 1 Railroads on development of new PCCA access corridors.
- Facilitate CCRA meeting schedules with Class I railroads.
- Facilitate PCCA meetings with Class I railroads
- Represent PCCA at various conferences (e.g. TEGMA (grain markets), SWARS (paid by ERS, LLC, but represent PCCA as well), Railroad Day on the Hill, START rail issues, Bulk Terminal repurposing options, Crude-by Rail, etc.
- Oversight for PCCA on capital projects to include Gregory relief route and multi-carrier access to La Quinta.
- Develop cross border business lines with KCS and other Class 1's including but not limited to CBR, petroleum products, dry bulk, and project cargos.
- Financial support on capital project analysis ensuring proper NPV, IRR, and ROIC metrics are met.
- Other projects and activities as directed and/or required.

The Consultant will make oral and written reports as requested by the Executive Director or his duly authorized representative.

PCCA POINT OF CONTACT: Sean Strawbridge

EXHIBIT B

CONTRACT FEES

The Consultant will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a monthly fee of \$5,500. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Consultant must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

AS-NEEDED MARINE SERVICES CONTRACT

This AS-NEEDED MARINE SERVICES CONTRACT (the “Agreement”) is made and entered into effective as of January 1, 2016 (“Effective Date”), by and between **JOE HARRINGTON** (“Contractor”) and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (“PCCA”), each a “Party” and, collectively, the “Parties.”

WHEREAS, Contractor has agreed to provide PCCA with the services stated in Exhibit A attached hereto (“Services”) on an as-needed basis, which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Contractor to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Contractor’s Services.* The PCCA hereby engages the Contractor to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Contractor hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed by Joe Harrington.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016. Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on thirty (30) days’ advance written notice sent to the other Party at the address set forth in Section 12, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to Contractor hereunder except to pay Contractor all unpaid fees which Contractor has earned under this Agreement.

Section 5. *Contractor’s Responsibilities.* In addition to all other obligations contained herein, the Contractor agrees, warrants, and represents that:

5.1 The Contractor will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Contractor will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Contractor will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Contractor’s performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Contractor has or had with

any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Contractor is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Contractor will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Contractor disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Contractor does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Contractor has and hereby retains full control of any supervision over the Contractor's obligations hereunder;

5.10 The Contractor shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Contractor shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fees.* In consideration of the Contractor's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Contractor the compensation set forth in Exhibit B attached hereto ("Contract Fees") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Independent Contractor Status.*

7.1 The Parties agree that the Contractor will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The Contractor will only consult and render advice to the PCCA and will not undertake to commit the PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA.

7.2 The Contractor shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Contractor will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Contractor. The Contractor agrees to pay all income and employment taxes on the Contract fee or other amounts paid to the Contractor hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

Section 8. *Insurance.* At all times during the Term, the Contractor shall carry standard health insurance and automobile liability coverage in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of Insurance depicting such required coverage shall be provided by the Contractor to the Risk Program Manager for review and approval. Additionally, Certificates of Insurance shall be provided to the Risk Program Manager at least thirty (30) days prior to the expiration date of each of the policies and copies of new policies at least thirty (30) days prior to terminating any of the policies.

Section 9. *Indemnity.* PCCA shall protect, defend, and indemnify Contractor from any and all third-party claims, demands, losses and causes of action of every kind and character (“Claims”), which may be asserted against Contractor, arising directly or indirectly from or in any way related to the performance or attempted performance of the Services provided for herein, or which may be hereafter requested, and regardless of whether any such Claims arise, in whole or in part, from the negligence of Contractor. This indemnification obligation includes all Claims, including, without limitation, claims (a) by reason of personal injury, death, property damage or destruction, both real and personal, (b) relating to any and all interests in property, and (c) includes litigation costs, investigation expenses and attorney’s fees. PCCA shall obtain an Endorsement EL217 – Indemnification Under Contract – to cover any liability assumed by PCCA pursuant to this Section 9.

Section 10. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA’s Representative during the Term shall be PCCA’s Director of Operations and/or his designee. When the Contractor requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA’s Representative. The PCCA’s Representative shall be reasonably available to the Contractor for consultation and/or direction.

Section 11. *Confidential Information.* It is understood that information developed by or communicated to Contractor in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Contractor in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Contractor agrees that, without prior written approval of the PCCA’s Representative, Contractor will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Contractor’s obligations under this Agreement.

Section 12. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Contractor:

802 N. Live Oak Street
Rockport, TX 78382
ATTN: Captain Joe Harrington

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 13. *Assignment.* This Agreement may not be assigned by the Contractor without the prior written consent of the PCCA.

Section 14. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 15. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 16. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 17. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Contractor agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Contractor.

Section 18. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 19. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 20. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONTRACTOR:

JOE HARRINGTON

By: _____
Joe Harrington

EXHIBIT A

SERVICES

The Contractor will perform the following services in accordance with the terms and conditions set forth in this Agreement.

- Attend the fireboat *Port of Corpus Christi* whenever requested by PCCA.
- Assist whenever the fireboat is underway, under tow, or moored at a dock.
- Possess a valid U.S. Coast Guard issued Merchant Marine Officer's license.
- Coordinate with tug companies while underway using tug propulsion during all training or emergency evolutions.
- Assist as necessary to call out tugs whenever they are needed.
- Provide professional guidance and training to all RFTC personnel as necessary for the safe operation of the fireboat.
- Coordinate with municipal firefighters as necessary during any emergency evolutions.
- Coordinate as necessary with fireboat and/or shipyard personnel to ensure proper fireboat maintenance.
- Advise the Port Director of Operations pertaining to any maintenance issues that may affect the safety of the fireboat and the crew.
- Maintain all necessary logs and records required by your duties.
- Advise the Port Director of Operations and Harbormaster of any periods during which Contractor will not be available for recall.

The Contractor will make oral and written reports as requested by the Executive or Chief Operating Officer or their duly authorized representative.

The services described in this Exhibit A will be provided by the Contractor on an as-needed basis as requested by the PCCA. All Services will be provided by the Contractor in person at such times and locations as designated by the PCCA (or by telephone or electronic means as otherwise agreed by the PCCA). The Contractor will make every effort to be available to consult with the PCCA at such times and places as the PCCA may reasonably request from time to time.

PCCA POINT OF CONTACT: John Pasch

EXHIBIT B

CONTRACT FEES

The Contractor will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a monthly fee of \$3,333.33. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Contractor must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Contractor will be paid all fees earned up to the termination date and any approved direct expenses incurred.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective as of January 1, 2016 (“Effective Date”), by and between **SIMON C.P. HSING** (“Consultant”) and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (“PCCA”), each a “Party” and, collectively, the “Parties.”

WHEREAS, Consultant has submitted a proposal to provide PCCA with the services stated in Exhibit A attached hereto (“Services”), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Consultant’s Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Consultant hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed primarily by Simon C.P. Hsing.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016, (the “Term”). Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on sixty (60) days’ advance written notice sent to the other Party at the address set forth in Section 11, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant’s Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Consultant will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Consultant does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fee.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Consultant the compensation set forth in Exhibit B attached hereto ("Contract Fee") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost.

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The Consultant will only consult and render advice to the PCCA and will not undertake to commit the

PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA in writing.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Consultant:

13F, 30, Lane 21, Kuo Shing St.
His Chin City, Taipei
TAIWAN ROC
ATTN: Simon C.P. Hsing

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *Limitation of Liability.* Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience,

commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONSULTANT:

SIMON C.P. HSING

By: _____
Simon C.P. Hsing

EXHIBIT A

SERVICES

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

- Provide consulting services for PCCA in Asia, including the Greater China Region, in order to develop business relations with respect to trade development for the PCCA.
- Facilitate the PCCA in development of trade with Asia and help attract foreign direct investment from Asia.
- Assist the PCCA on analysis of economic and international trade related issues.

The Consultant will provide monthly written reports and oral reports as requested by the Executive Director or his duly authorized representative.

PCCA POINT OF CONTACT: Jarl Pedersen

EXHIBIT B

CONTRACT FEES

The Consultant will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a monthly fee of \$3,666.67. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Consultant must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement") is made and entered into effective as of January 1, 2016 ("Effective Date"), by and between **MATHIESEN MARITIME SERVICES** ("Consultant") and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS ("PCCA"), each a "Party" and, collectively, the "Parties."

WHEREAS, Consultant has submitted a proposal to provide PCCA with the services stated in Exhibit A attached hereto ("Services"), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Consultant's Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Consultant hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed primarily by Palle Mathiesen.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016, (the "Term"). Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on sixty (60) days' advance written notice sent to the other Party at the address set forth in Section 11, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant's Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Consultant will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Consultant does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fee.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Consultant the compensation set forth in Exhibit B attached hereto ("Contract Fee") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost.

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The Consultant will only consult and render advice to the PCCA and will not undertake to commit the

PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA in writing.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Consultant:

220 Newport Center Drive #11-606
Newport Beach, California 92660
ATTN: Palle Mathiesen

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *Limitation of Liability.* Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONSULTANT:

MATHIESEN MARITIME SERVICES

By: _____
Palle Mathiesen

EXHIBIT A

SERVICES

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

- Assist in building relationships and maintain close contact with manufacturers of Wind Turbine components, ship owners/operators and logistics providers
- Assist in development and use of project matrix to monitor major orders for Wind Turbines components and other project cargo that could move through POCCA
- Assist in meetings with stevedores and logistics providers to help identify suitable open storage space and help optimize general cargo berth utilization
- Together with staff, attend American Wind Energy Association and BreakBulk Americas Exhibitions to meet with ship owners/operators, logistics providers and manufacturers
- Help identify new business development opportunities and promote POCCA for wind turbine components, project cargo and other heavy lift cargo
- Assist in development of a vessel flowchart to help monitor project vessel arrivals and departures on a continued basis
- Assist staff to continually communicate with stakeholders, monitor berth and storage space to accommodate the projected record Wind Turbine cargo in 2016
- Assist with other assignments as necessary

The Consultant will provide monthly written reports and oral reports as requested by the Executive Director or his duly authorized representative.

PCCA POINT OF CONTACT: John P. LaRue

EXHIBIT B

CONTRACT FEES

The Consultant will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a monthly fee of \$4,166.67. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Consultant must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective as of January 1, 2016 (“Effective Date”), by and between **THOMAS S. MOORE** (“Consultant”) and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (“PCCA”), each a “Party” and, collectively, the “Parties.”

WHEREAS, Consultant has submitted a proposal to provide PCCA with the services stated in Exhibit A attached hereto (“Services”), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Consultant’s Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Consultant hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed primarily by Thomas S. Moore.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016, (the “Term”). Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on sixty (60) days’ advance written notice sent to the other Party at the address set forth in Section 11, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant’s Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Consultant will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Consultant does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fee.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Consultant the compensation set forth in Exhibit B attached hereto ("Contract Fee") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost.

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The Consultant will only consult and render advice to the PCCA and will not undertake to commit the

PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA in writing.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Consultant:

225 Leming Avenue
Corpus Christi, Texas 78404
ATTN: Thomas S. Moore

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *Limitation of Liability.* Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONSULTANT:

THOMAS S. MOORE

By: _____
Thomas S. Moore

EXHIBIT A

SERVICES

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

- Recommend strategies to attract industry and investment beneficial to the Coastal Bend region.
- Recommend strategies to develop trade opportunities within the South Texas/Northern Mexico region including San Antonio, the Rio Grande Valley, Laredo, and Monterey, NL.
- Provide guidance regarding worldwide future trends that impact port-related trade and industry throughout the region.
- Enhance the development of regional partners by demonstrating PCCA capabilities which impact their growth.
- Participate in strategic planning organizations and events such as the Free Trade Alliance, various chambers of commerce, transportation authorities, economic development organizations, and other governmental entities.
- Make periodic visits to regional communities, trade groups, and business organizations. Collate and evaluate feedback from those visits and recommend strategies for the PCCA to more fully participate in regional economic development initiatives.

The Consultant will provide monthly written reports and oral reports as requested by the Executive Director or his duly authorized representative.

PCCA POINT OF CONTACT: Jarl Pedersen

EXHIBIT B

CONTRACT FEES

The Consultant will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a monthly fee of \$4,166.67. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Consultant must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement") is made and entered into effective as of January 1, 2016 ("Effective Date"), by and between MOREHEAD, DOTTS, RYBAK ("Consultant") and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS ("PCCA"), each a "Party" and, collectively, the "Parties."

WHEREAS, Consultant has submitted a proposal to provide PCCA with the services stated in Exhibit A attached hereto ("Services"), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the Services on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Consultant's Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Consultant hereby agrees to provide the Services during the Term (as defined in Section 3) of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 2. *Key Staff.* The Services will be performed primarily by Nancy Zuniga.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2016, (the "Term"). Notwithstanding anything to the contrary contained in the preceding sentence, either Party may terminate this Agreement for any reason on sixty (60) days' advance written notice sent to the other Party at the address set forth in Section 11, or personally delivered to the other Party.

Section 4. *Effect of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant's Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

5.7 In performing the Services, the Consultant will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the PCCA, or bring onto the PCCA's premises, or induce the PCCA to use any third party confidential or proprietary information;

5.8 The Consultant does not have the authority to act for the PCCA, bind the PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of the PCCA, except as otherwise expressly authorized in writing by the PCCA;

5.9 The Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fee.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Consultant the compensation set forth in Exhibit B attached hereto ("Contract Fee") as provided in Exhibit B, which is incorporated into this Agreement for all purposes.

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost.

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The Consultant will only consult and render advice to the PCCA and will not undertake to commit the

PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA in writing.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

222 Power Street
Corpus Christi, Texas 78401
ATTN: Executive Director

If to Consultant:

2767 Santa Fe
Corpus Christi, Texas 78404
ATTN: Fred Dotts

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *Severability.* If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *Limitation of Liability.* Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *Defamation.* The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

CONSULTANT:

MOREHEAD, DOTTS, RYBAK

By: _____
Stephen Rybak

EXHIBIT A

SERVICES

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

- Creative services such as ideas for advertisements, direct mail campaign, and unique approaches to awareness campaigns.
- Consultation on advertising, public and media relations.
- Copywriting, art direction, design, illustration, photography art direction, and mechanical artwork pertaining to campaigns.
- Estimating and budgeting costs, proofing, press checks, media buying, and delivery services.
- Auditing invoices for goods and services purchased on behalf of the PCCA.

The Consultant will make oral and written reports as requested by the Executive Director or his duly authorized representative.

PCCA POINT OF CONTACT: Patricia Cardenas

EXHIBIT B

CONTRACT FEES

The Consultant will perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement for a monthly fee of \$8,500. This fee will cover all costs for overhead, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges. Any direct or out-of-pocket expenses (including travel, hotel, meals, *etc.*) or services not within the scope of services described in Exhibit A must be approved in writing by the PCCA prior to incurrence of the expense.

In order to receive payment, the Consultant must submit an invoice for all fees earned during the installment period (monthly, quarterly, *etc.*) This invoice should also include any approved direct expenses, properly itemized along with original receipts. The PCCA will pay all invoices within 30 days of receipt of the invoice.

Should this Agreement be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

WELDER | LESHIN

WELDER LESHIN LORENZ MCNIFF BUCHANAN HAWN, LLP
ATTORNEYS AT LAW

800 North Shoreline Blvd., Suite 300 North
Corpus Christi, Texas 78401
Phone 361-561-8000
Fax 361-561-8001

December 8, 2015

Port Commission
Port of Corpus Christi Authority
PO Box 1541
Corpus Christi, Texas 78403

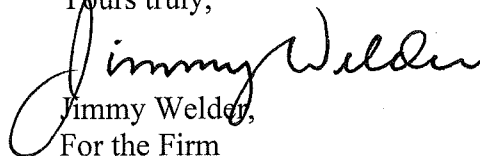
Dear Commissioners:

The law firm of Welder Leshin LLP would be pleased to continue its representation of the Port of Corpus Christi Authority on the terms set forth in this letter, which are the same as the terms currently in effect except for a \$25 increase in the hourly rate for senior associates. The firm agrees to provide legal services to the Port at the following hourly rates beginning January 1, 2016: \$375 for Jimmy Welder; \$325 for all other partners and attorneys of counsel to the firm; \$275 for senior associates; \$175 for junior associates and \$75 for legal assistants.

The firm will not bill the Port for our routine internal costs, such as long distance charges, faxes, photocopies, and postage. We will, however, invoice the Port without markup for all other expenses we incur in performing legal services for the Port.

If these terms of our engagement are acceptable, we request that you authorize the Executive Director to execute this letter on behalf of the Port in the space provided below. Thank you.

Yours truly,


Jimmy Welder,
For the Firm

AGREED and ACCEPTED this ____ day of December, 2015.

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
John P. LaRue,
Executive Director

DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 23

Approve Annual Development Services Agreements for 2016

The Texas Water Code allows the Port of Corpus Christi Authority to spend monies from the Promotion and Development Fund to pay expenses connected with any activity or matter incidental to the advertising, development, or promotion of the Port Authority or its ports, waterways, harbors, or terminals, or furthering the general welfare of the Port Authority and its facilities. The organizations listed below provide services to the Port Authority, promote the development of the Port Authority and its waters and facilities, and sponsor activities that advertise and promote the Port Authority. We pay these organizations for their services and assistance in promoting the development of the Port of Corpus Christi in accordance with the terms of the Development Services Agreement we have with each organization.

Staff has prepared a Development Services Agreement for each of the listed organizations for 2016 and recommends that the Port Commission approve these agreements. The amounts to be paid to each organization under its Development Services Agreement for 2016 are as follows:

Coastal Bend Bays & Estuaries Program:	\$160,000
Corpus Christi Chamber of Commerce:	\$45,000
Corpus Christi Hispanic Chamber of Commerce:	\$45,000
Corpus Christi Regional Economic Development Corporation:	\$320,000
Robstown Area Development Commission:	\$35,000
San Patricio Economic Development Corporation:	<u>\$70,000</u>
TOTAL PAYMENTS:	\$675,000

LEAD CONTACT: John LaRue; 885-6189; john@pocca.com

PORT DEVELOPMENT SERVICES AGREEMENT

This Port Development Services Agreement ("Agreement") is made and entered into effective as of January 1, 2016 (the "Effective Date") by and is between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), whose address is 222 Power Street, Corpus Christi, Texas 78403, and Coastal Bend Bays & Estuaries Program ("Service Provider"), whose address is 615 N. Upper Broadway, Suite 1200, Corpus Christi, Texas 78401.

RECITALS:

Whereas, the Authority is a political subdivision of the State of Texas, operating as a navigation district pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, particularly, Chapters 60 and 62 of the Texas Water Code (the "Water Code"); and

Whereas, Section 60.003 of the Water Code provides that a navigation district may contract with any person necessary or convenient to the operation or development of the district's ports and waterways; and

Whereas, the Authority wishes to engage Service Provider to provide the professional services and related items described in Exhibit A attached to this Agreement ("Exhibit A") and incorporated herein for all purposes; and

Whereas, the Service Provider wishes to provide the professional services and related items described in Exhibit A (collectively, the "Contracted Services") on the terms and for the consideration described in this Agreement; and

Whereas, the Port Commission believes that the expenditure of Authority funds pursuant to this Agreement is consistent with the authority granted to the Port Commission in Sections 60.003 and 60.203 of the Water Code, and will aid in the development the Authority's ports and waterways and will further the general welfare of the Authority and the citizens of Nueces and San Patricio Counties, Texas;

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

AGREEMENT:

1. CONTRACTED SERVICES: During the term of this Agreement, the Service Provider will provide the Contracted Services to the Authority.

2. TERM AND CONSIDERATION: The term of this Agreement is from the 1st day of January 2016, to the 31st day of December 2016. In consideration of Service Provider's providing the Contracted Services, Authority will pay to Service Provider the sum of One Hundred Sixty Thousand Dollars (\$160,000.00), which sum will be paid as follows: \$40,000.00 in January, April, July, and October of 2016, upon submission of an invoice from the Service Provider for services to be performed. All payments to the Service Provider by the Authority

pursuant to this Agreement shall be made with funds in the Authority's Promotion and Development Fund.

3. **COSTS AND EXPENSES:** Service Provider will be responsible for all costs and expenses associated with providing the Contracted Services to Authority. Authority shall be under no obligation to provide any funding or incur any other costs or expenses in connection with the services to be provided.

4. **OBLIGATION LIMITED:** This Agreement shall be limited solely to the Contract Services. No obligation of Authority, expressed or implied, shall exist for funding any additional or different services by Service Provider.

5. **BOARD OF DIRECTORS:** The Authority will be entitled to appoint one (1) person to be a voting director of the board of directors of Service Provider, which person may be a Port Commissioner.

6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** At all times during the term of this Agreement, the Service Provider shall be an independent contractor to the Authority, and the Service Provider shall not in any event be deemed an employee, partner, joint venturer or other representative of the Authority. Any persons employed by the Service Provider shall at all times hereunder be deemed to be the employees of the Service Provider, and the Service Provider shall be solely liable for the payment of all wages, employment taxes or other benefits made available to such employees in connection with their employment by the Service Provider. If required by law or statute, the Service Provider will provide workers' compensation insurance for all of its employees engaged in providing services to Authority. The Service Provider shall remain solely responsible for the supervision and performance of any such employees and of its volunteers in completing its obligations under this Agreement. Service Provider has no authority to bind the Authority to any contract, obligation or any other liability.

7. **RECORDS:** The Service Provider agrees to maintain proper accounting records reflecting the receipt and expenditure of the funds paid to it by Authority in sufficient detail that a reasonable person could from a review of the said records determine the source and application of all funds paid the Service Provider by the Authority. In addition, if required to do so by the Authority, the Service Provider will provide the Authority a written report or reports which set forth the source and application of all funds paid the Service Provider by the Authority. The Service Provider will also make all reports to government or other entities necessary because of the nature of the services provided by the Service Provider.

8. **COMPLIANCE:** During the performance of this Agreement, the Service Provider agrees to comply with all applicable federal, state or local laws or regulations.

9. **NOTICE:** All notices or other communications relating to this Agreement will be made in writing and may be given by facsimile or electronic transmission addressed to the person to receive same, delivering the same to the person to be notified, or depositing the same in the United States mail, postage prepaid, certified return receipt requested, addressed as set forth in this paragraph. Until changed in writing, the notice addresses for the parties to this Agreement hereto shall be as follows:

Authority: Port of Corpus Christi Authority
P. O. Box 1541
Corpus Christi, Texas 78403
Attn.: Executive Director

Service Provider: Coastal Bend Bays & Estuaries Program
615 N. Upper Broadway, Suite 1200
Corpus Christi, Texas 78401
Attn.: Executive Director

10. DEFAULT: This Agreement may be terminated upon default by either party upon thirty (30) days written notice to the other party. No waiver of performance by either party shall be construed or operate as a waiver of any subsequent default in any terms, covenants, and conditions of this Agreement.

11. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, and it shall be performable in Nueces County, Texas.

12. SEVERABILITY: If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Agreement shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Agreement, for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

13. ASSIGNMENT AND SUCCESSORS: Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects on, and inure to the benefit of the successors and permitted assigns of the parties.

14. AMENDMENTS AND COUNTERPARTS: No amendments, modifications or other changes to this Agreement shall be valid or effective without the written consent of the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

15. ENTIRE AGREEMENT. This Agreement supersedes all prior agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement

EXECUTED in duplicate originals effective the 1st day of January 2016.

AUTHORITY:

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

SERVICE PROVIDER:

COASTAL BEND BAYS & ESTUARIES
PROGRAM

By:  _____
Ray Allen
Executive Director

**EXHIBIT A
TO SERVICES AGREEMENT**

The professional services and benefits to be provided to the Authority by the Service Provider consist of the environmental protection of the Coastal Bend bays and estuaries through various projects which would be advantageous to the future growth and vitality of the Port of Corpus Christi Authority and benefit the public welfare in Nueces and San Patricio Counties and shall include the following:

1. conduct research and development of information regarding the environmental conditions of the Coastal Bend bays and estuaries;
2. disseminate above information to the public through various and diverse educational processes such as the publication of the results of such research and development, conducting seminars, forums, discussion groups and participating in expositions, trade shows, conventions and other meetings;
3. advise the Port Commissioners of the Authority quarterly on environmental matters impacting port operations;
4. annual meeting sponsor status;
5. newsletter articles on community involvement, support, and initiatives in collaboration with the Authority's staff;
6. recognize the Authority as a member on the Coastal Bend Bays & Estuaries website and maintain hyperlink to the Authority's website;
7. support the Authority's legislative issues in Washington, D.C., through letters of support and testimony for community grants and infrastructure funds for projects benefiting the Authority and its customers, such as the I-69 Highway Project, the La Quinta Terminal Project, and the Corpus Christi Ship Channel Improvement Projects; and
8. any and all other lawful activities, which tend to aid, assist, or otherwise encourage the economic development of the Authority's ports and waterways.

End of Exhibit

**PORT DEVELOPMENT SERVICES AGREEMENT
2016**

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2016 (the “Effective Date”), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the “Port”), and the **CORPUS CHRISTI CHAMBER OF COMMERCE**, a Texas non-profit corporation (*type of entity*) (the “Provider”).

RECITALS:

Whereas, the Port is a political subdivision of the State of Texas, operating as a navigation district pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, particularly, Chapters 60 and 62 of the Texas Water Code (the “Water Code”); and

Whereas, under Section 60.202 of the Water Code, the Port may set aside out of current income from its operations a promotion and development fund (“Development Fund”) of not more than five percent (5%) of its gross income from operations in each calendar year; and

Whereas, Section 60.203 of the Water Code provides that money in the Development Fund shall be spent by the Port Commission (*i.e.*, the governing body of the Port) or as the Port Commission may direct to pay any expenses connected with (1) any activity or matter incidental to the advertising, development, or promotion of the district or its ports, waterways, harbors, or terminals; (2) furthering the general welfare of the district and its facilities; or (3) the betterment of the district’s relations with steamship and rail lines, shippers, consignees of freight, governmental officials, or others interested or sought to be interested in [its] ports, waterways, harbors, or terminals; and

Whereas, Section 60.003 of the Water Code provides that a district may contract with any person necessary or convenient to the operation or development of the district’s ports and waterways; and

Whereas, the Port wishes to engage the Provider to provide the professional services and related items described in Exhibit A attached to this Agreement (“Exhibit A”) and incorporated herein; and

Whereas, the Port Commission believes that the expenditure of Port funds pursuant to this Agreement is consistent with the authority granted to the Port Commission in Section 60.203 of the Water Code; and

Whereas, the Provider wishes to provide the professional services and related items described in Exhibit A on the terms and for the consideration described in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the following December 31st, unless sooner terminated as provided in this Agreement.

2. Development Services. During the term of this Agreement, the Provider agrees to provide to or on behalf of the Port the professional services and related items described in Exhibit A (collectively, the “Development Services”) in accordance with the terms and conditions of this Agreement. The Provider specifically agrees to include at least one Port representative in any economic development negotiations or discussions in which the Provider is involved concerning (i) a port-related business prospect or (ii) a business transaction which will ultimately require Port involvement, financial or otherwise.

3. Consideration. In consideration of the Development Services to be provided hereunder, the Port agrees to pay the Provider the total sum of forty-five thousand and No/100 Dollars (\$45,000) (the “Contract Amount”) as follows: (i) 20% of the Contract Amount shall be payable to Provider within ten (10) days after the execution of this Agreement by both parties; and (ii) the balance of the Contract Amount shall be payable to Provider in four equal quarterly installments of 20% of the Contract Amount, each on or before the last days of March, June, September, and December during the term of this Agreement. The Provider agrees that any funds paid to it pursuant to this Agreement will be utilized solely for the purpose of providing Development Services.

4. Place for Payment. The funding required under this Agreement shall be mailed to the Provider at its address specified in Section 9 below, unless the Provider makes other arrangements for payment that are satisfactory to the Port.

5. Quarterly Reports. On a quarterly basis, the Provider shall submit to the Port a written activity report (the “Activity Report”) of its Development Services and accomplishments for that particular quarter. Except as otherwise provided in this Section, the form of the Activity Report shall include, at a minimum, a narrative summary of the Development Services rendered during the quarter, a summary of year-to-date expenditures incurred by the Provider in providing the Development Services, information regarding the current status of any prospective new port-related business generated by the Provider, information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, and any other information which is reasonably requested by the Port pertaining to the Development Services. Notwithstanding anything to the contrary contained in this Section 5, the Provider may exclude Confidential Information from an Activity Report if the Provider gives an oral report of the Confidential Information to the Port’s Executive Director or his designee contemporaneously with the delivery of the Activity Report from which such Confidential Information was excluded. For purposes of the preceding sentence, “Confidential Information” means (i) information regarding the current status of any prospective new port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such business or (ii) information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such expansion.

6. Records. The Provider shall maintain fiscal records and supporting documentation in the form of cancelled checks, payroll records, and invoices evidencing the expenditure of all funds received by the Provider pursuant to this Agreement. The Provider agrees to maintain proper accounting records reflecting the receipt and expenditure of funds paid to it by the Port pursuant to this Agreement in sufficient detail that a reasonable person could from a review of such records determine how all such funds were expended. Upon written request to do so, the Provider shall give the Port or its duly authorized representatives, at any reasonable time or times, access to all books, accounts, records, files or other papers belonging to or used by the Provider in connection with its performance of the Development Services. Failure to provide access to the foregoing documents shall constitute a breach of this Agreement by the Provider. The Provider agrees to keep in its possession for at least three (3) years after the termination of this Agreement all of the records described in this Section.

7. Performance Review. The Port may conduct a performance review on a semi-annual basis to evaluate the Provider's compliance with the provisions of this Agreement.

8. Early Termination. The Port shall have the right to terminate this Agreement any time prior to the expiration of the term specified in Section 1 if the Port determines that the Provider has breached or otherwise failed to comply with any terms of this Agreement. The Port shall give the Provider written notice of such termination at least thirty (30) days prior to the date of such termination. The notice shall include the reasons for such termination and the effective date of the termination. Furthermore, either party may terminate this Agreement at any time for any reason by giving written notice to the other party at least ninety (90) days prior to the termination date specified in such notice. Upon termination of this Agreement, the Port shall be liable to the Provider only for sums earned by the Provider prior to the date of termination.

9. Notices. All notices given pursuant to this Agreement shall be in writing, and if sent by mail shall be sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service, or by facsimile or electronic transmission as addressed below:

If to the Port:

Executive Director
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi, Texas 78403
Ph: (361) 882-5633
Fax: (361) 882-7110

If to the Provider:

President & CEO
Corpus Christi Chamber of Commerce
1501 N. Chaparral
Corpus Christi, Texas 78401
Ph: (361) 881-1800
Fax: (361) 882-4256

or to such other address as may be designated in writing from time to time. All notices sent by certified mail are deemed received on the third business day after mailing. All notices sent by overnight delivery are deemed received on the next business day after being sent. All notices sent by facsimile or electronic transmission are deemed received on the day sent. Any party may change its address by giving notice to all other parties as set out herein.

10. Source of Funds. Any payments made to the Provider by the Port pursuant to this Agreement shall be made with funds in the Port's Development Fund.

11. Appropriations. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and understand that this Agreement is contingent upon the appropriation of funding by the Port Commission.

12. No Conflict of Interest. The Port and Provider each state independently that to the best of its knowledge no member of the Port Commission nor any officer, employee, or agent of the Port who will exercise any function or responsibility in connection with the carrying out of the provisions of this Agreement has any personal financial interest, direct or indirect, in this Agreement.

13. No Joint Enterprise or Liability. The parties do not intend, by entering into this Agreement, to create a partnership or joint enterprise with each other, and the Port shall at no time be responsible or liable for the acts of the Provider or the Provider's agents or employees. In no event shall the Port be liable (i) for the performance of any contracts made by the Provider with any other person or entity or (ii) for any damages, injuries, or losses charged to or adjudged against the Provider arising from its operations or the use or maintenance of its facilities. The Provider will be responsible for all costs and expenses incurred by it in providing the Development Services hereunder, and the Port shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with the Development Services beyond the Contract Amount.

14. Indemnity. The Provider agrees to defend, indemnify and hold harmless the Port, its Port Commissioners, employees and representatives for any claims or losses of any kind incurred by any of them because of or arising out of the Development Services performed by the Provider pursuant to this Agreement.

15. Confidential Information. The Provider agrees that any information given to the Provider by the Port concerning the financial or other affairs of the Port while in pursuit of the Provider's obligations under this Agreement will be held by the Provider in confidence and will not be revealed to any other person, entity or governmental body without the express written consent of the Port.

16. Severability. If any provision of this Agreement is held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid, unconstitutional, or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, unconstitutional, or unenforceable.

17. No Waiver of Rights. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement lies in Nueces County, Texas, exclusively.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

20. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects on and inure to the benefit of the successors and permitted assigns of the parties.

21. Headings. The titles and headings in this Agreement are used only for reference, and in no way define or limit the scope or intent of a provision of this Agreement.

22. Compliance with Applicable Laws. The Provider agrees to comply with all applicable federal, state and local laws and regulations while performing the Development Services.

23. Special Terms and Conditions. Any special terms and conditions pertaining to the subject matter of this Agreement are set forth in Exhibit B attached hereto, which is incorporated herein.

24. Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement. This Agreement may not be amended, supplemented, or otherwise modified except by written agreement executed by the party to be charged with the change.

[The signature page follows this page]

IN WITNESS WHEREOF, the Port and Provider, acting under the authority of their respective governing bodies, have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Effective Date.

PORT:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

Date: _____

PROVIDER:

CORPUS CHRISTI CHAMBER OF COMMERCE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DEVELOPMENT SERVICES AND RELATED ITEMS

The Development Services to be provided to the Port by the Provider shall include the following:

1. Provide support to the Port on its government relations activities at the local, state and federal levels;
2. Provide assistance for major port projects;
3. Top placement in quarterly newsletter, weekly emails and the Chamber webpage;
4. Tables and sponsorships at no additional charge at all Chamber functions;
5. Appointment of a Port Commissioner or staff member to the Chamber Board of Directors;
6. Provide assistance on state legislative issues; and
7. Provide assistance on windstorm insurance.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

None.

**PORT DEVELOPMENT SERVICES AGREEMENT
2016**

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2016 (the “Effective Date”), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the “Port”), and the CORPUS CHRISTI **HISPANIC CHAMBER OF COMMERCE**, a Texas non-profit corporation (the “Provider”).

RECITALS:

Whereas, the Port is a political subdivision of the State of Texas, operating as a navigation district pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, particularly, Chapters 60 and 62 of the Texas Water Code (the “Water Code”); and

Whereas, under Section 60.202 of the Water Code, the Port may set aside out of current income from its operations a promotion and development fund (“Development Fund”) of not more than five percent (5%) of its gross income from operations in each calendar year; and

Whereas, Section 60.203 of the Water Code provides that money in the Development Fund shall be spent by the Port Commission (*i.e.*, the governing body of the Port) or as the Port Commission may direct to pay any expenses connected with (1) any activity or matter incidental to the advertising, development, or promotion of the district or its ports, waterways, harbors, or terminals; (2) furthering the general welfare of the district and its facilities; or (3) the betterment of the district’s relations with steamship and rail lines, shippers, consignees of freight, governmental officials, or others interested or sought to be interested in [its] ports, waterways, harbors, or terminals; and

Whereas, Section 60.003 of the Water Code provides that a district may contract with any person necessary or convenient to the operation or development of the district’s ports and waterways; and

Whereas, the Port wishes to engage the Provider to provide the professional services and related items described in Exhibit A attached to this Agreement (“Exhibit A”) and incorporated herein; and

Whereas, the Port Commission believes that the expenditure of Port funds pursuant to this Agreement is consistent with the authority granted to the Port Commission in Section 60.203 of the Water Code; and

Whereas, the Provider wishes to provide the professional services and related items described in Exhibit A on the terms and for the consideration described in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the following December 31st, unless sooner terminated as provided in this Agreement.

2. Development Services. During the term of this Agreement, the Provider agrees to provide to or on behalf of the Port the professional services and related items described in Exhibit A (collectively, the “Development Services”) in accordance with the terms and conditions of this Agreement. The Provider specifically agrees to include at least one Port representative in any economic development negotiations or discussions in which the Provider is involved concerning (i) a port-related business prospect or (ii) a business transaction which will ultimately require Port involvement, financial or otherwise.

3. Consideration. In consideration of the Development Services to be provided hereunder, the Port agrees to pay the Provider the total sum of forty-five thousand and No/100 Dollars (\$45,000) (the “Contract Amount”) as follows: (i) 20% of the Contract Amount shall be payable to Provider within ten (10) days after the execution of this Agreement by both parties; and (ii) the balance of the Contract Amount shall be payable to Provider in four equal quarterly installments of 20% of the Contract Amount, each on or before the last days of March, June, September, and December during the term of this Agreement. The Provider agrees that any funds paid to it pursuant to this Agreement will be utilized solely for the purpose of providing Development Services.

4. Place for Payment. The funding required under this Agreement shall be mailed to the Provider at its address specified in Section 9 below, unless the Provider makes other arrangements for payment that are satisfactory to the Port.

5. Quarterly Reports. On a quarterly basis, the Provider shall submit to the Port a written activity report (the “Activity Report”) of its Development Services and accomplishments for that particular quarter. Except as otherwise provided in this Section, the form of the Activity Report shall include, at a minimum, a narrative summary of the Development Services rendered during the quarter, a summary of year-to-date expenditures incurred by the Provider in providing the Development Services, information regarding the current status of any prospective new port-related business generated by the Provider, information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, and any other information which is reasonably requested by the Port pertaining to the Development Services. Notwithstanding anything to the contrary contained in this Section 5, the Provider may exclude Confidential Information from an Activity Report if the Provider gives an oral report of the Confidential Information to the Port’s Executive Director or his designee contemporaneously with the delivery of the Activity Report from which such Confidential Information was excluded. For purposes of the preceding sentence, “Confidential Information” means (i) information regarding the current status of any prospective new port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such business or (ii) information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such expansion.

6. Records. The Provider shall maintain fiscal records and supporting documentation in the form of cancelled checks, payroll records, and invoices evidencing the expenditure of all funds received by the Provider pursuant to this Agreement. The Provider agrees to maintain proper accounting records reflecting the receipt and expenditure of funds paid to it by the Port pursuant to this Agreement in sufficient detail that a reasonable person could from a review of such records determine how all such funds were expended. Upon written request to do so, the Provider shall give the Port or its duly authorized representatives, at any reasonable time or times, access to all books, accounts, records, files or other papers belonging to or used by the Provider in connection with its performance of the Development Services. Failure to provide access to the foregoing documents shall constitute a breach of this Agreement by the Provider. The Provider agrees to keep in its possession for at least three (3) years after the termination of this Agreement all of the records described in this Section.

7. Performance Review. The Port may conduct a performance review on a semi-annual basis to evaluate the Provider's compliance with the provisions of this Agreement.

8. Early Termination. The Port shall have the right to terminate this Agreement any time prior to the expiration of the term specified in Section 1 if the Port determines that the Provider has breached or otherwise failed to comply with any terms of this Agreement. The Port shall give the Provider written notice of such termination at least thirty (30) days prior to the date of such termination. The notice shall include the reasons for such termination and the effective date of the termination. Furthermore, either party may terminate this Agreement at any time for any reason by giving written notice to the other party at least ninety (90) days prior to the termination date specified in such notice. Upon termination of this Agreement, the Port shall be liable to the Provider only for sums earned by the Provider prior to the date of termination.

9. Notices. All notices given pursuant to this Agreement shall be in writing, and if sent by mail shall be sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service, or by facsimile or electronic transmission as addressed below:

If to the Port:

Executive Director
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi, Texas 78403
Ph: (361) 882-5633
Fax: (361) 882-7110

If to the Provider:

President
Corpus Christi Hispanic Chamber of Commerce
P.O. Box 5523
Corpus Christi, Texas 78465
Ph: (361) 887-7408
Fax: (361) 888-9473

or to such other address as may be designated in writing from time to time. All notices sent by certified mail are deemed received on the third business day after mailing. All notices sent by overnight delivery are deemed received on the next business day after being sent. All notices sent by facsimile or electronic transmission are deemed received on the day sent. Any party may change its address by giving notice to all other parties as set out herein.

10. Source of Funds. Any payments made to the Provider by the Port pursuant to this Agreement shall be made with funds in the Port's Development Fund.

11. Appropriations. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and understand that this Agreement is contingent upon the appropriation of funding by the Port Commission.

12. No Conflict of Interest. The Port and Provider each state independently that to the best of its knowledge no member of the Port Commission nor any officer, employee, or agent of the Port who will exercise any function or responsibility in connection with the carrying out of the provisions of this Agreement has any personal financial interest, direct or indirect, in this Agreement.

13. No Joint Enterprise or Liability. The parties do not intend, by entering into this Agreement, to create a partnership or joint enterprise with each other, and the Port shall at no time be responsible or liable for the acts of the Provider or the Provider's agents or employees. In no event shall the Port be liable (i) for the performance of any contracts made by the Provider with any other person or entity or (ii) for any damages, injuries, or losses charged to or adjudged against the Provider arising from its operations or the use or maintenance of its facilities. The Provider will be responsible for all costs and expenses incurred by it in providing the Development Services hereunder, and the Port shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with the Development Services beyond the Contract Amount.

14. Indemnity. The Provider agrees to defend, indemnify and hold harmless the Port, its Port Commissioners, employees and representatives for any claims or losses of any kind incurred by any of them because of or arising out of the Development Services performed by the Provider pursuant to this Agreement.

15. Confidential Information. The Provider agrees that any information given to the Provider by the Port concerning the financial or other affairs of the Port while in pursuit of the Provider's obligations under this Agreement will be held by the Provider in confidence and will not be revealed to any other person, entity or governmental body without the express written consent of the Port.

16. Severability. If any provision of this Agreement is held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid, unconstitutional, or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, unconstitutional, or unenforceable.

17. No Waiver of Rights. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement lies in Nueces County, Texas, exclusively.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

20. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects on and inure to the benefit of the successors and permitted assigns of the parties.

21. Headings. The titles and headings in this Agreement are used only for reference, and in no way define or limit the scope or intent of a provision of this Agreement.

22. Compliance with Applicable Laws. The Provider agrees to comply with all applicable federal, state and local laws and regulations while performing the Development Services.

23. Special Terms and Conditions. Any special terms and conditions pertaining to the subject matter of this Agreement are set forth in Exhibit B attached hereto, which is incorporated herein.

24. Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement. This Agreement may not be amended, supplemented, or otherwise modified except by written agreement executed by the party to be charged with the change.

[The signature page follows this page]

IN WITNESS WHEREOF, the Port and Provider, acting under the authority of their respective governing bodies, have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Effective Date.

PORT:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

Date: _____

PROVIDER:

CORPUS CHRISTI HISPANIC CHAMBER
OF COMMERCE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DEVELOPMENT SERVICES AND RELATED ITEMS

The Development Services to be provided to the Port by the Provider shall include the following:

1. Attending any meetings or functions needed to promote the mission of the Port which might necessitate domestic and/or international travel;
2. Assist the Port in its promotion at the local and state-wide levels;
3. Assist the Port in trade activities in Mexico and Latin America; and
4. Assist the Port in development of its state and national legislative agenda.

EXHIBIT B**SPECIAL TERMS AND CONDITIONS**

The Provider also agrees that the Port will receive the following advertising services and benefits without any additional cost to the Port:

1. Annual dues (six representatives);
 2. Annual banquet sponsor with extensive promotion package;
 3. Full-page color advertising in Membership Directory;
 4. Corporate partner recognition ads through partnerships with participating member media and member profile in VISION and Hispanic Business Today (two per year);
 5. Group signage at all Provider events;
 6. Sponsorship of one Monthly Mixer;
 7. The Provider will prominently display the logo of both the Port of Corpus Christi and the Port of Corpus Christi Opportunities with a link to their website(s) on the Provider's website;
 8. The Provider will create a 'Bid Opportunities' or 'Contacts for Contracts' page on its website sponsored by the Port with a hyperlink to the Port's www.portofcorpuschristiopportunities.com website;
 9. The Provider will provide the Port with one reserved table at the Provider's annual banquet and one reserved table at any other Provider banquet;
 10. The Provider will recognize the Port as a sponsor at each of the premier Chamber events and in the program or brochure for such event;
 11. The Provider will include a permanent logo with link on the weekly member e-newsletter that is electronically distributed to the Provider's members;
 12. The Port shall have one (1) team of four at the Provider's annual golf tournament;
and
 13. The Port shall be entitled to appoint one member to the Provider's board.
- The Provider also agrees that the Port will receive the following advertising services and benefits without any additional cost to the Port:

**PORT DEVELOPMENT SERVICES AGREEMENT
2016**

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2016 (the “Effective Date”), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the “Port”), and the **CORPUS CHRISTI REGIONAL ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (the “Provider”).

RECITALS:

Whereas, the Port is a political subdivision of the State of Texas, operating as a navigation district pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, particularly, Chapters 60 and 62 of the Texas Water Code (the “Water Code”); and

Whereas, under Section 60.202 of the Water Code, the Port may set aside out of current income from its operations a promotion and development fund (“Development Fund”) of not more than five percent (5%) of its gross income from operations in each calendar year; and

Whereas, Section 60.203 of the Water Code provides that money in the Development Fund shall be spent by the Port Commission (*i.e.*, the governing body of the Port) or as the Port Commission may direct to pay any expenses connected with (1) any activity or matter incidental to the advertising, development, or promotion of the district or its ports, waterways, harbors, or terminals; (2) furthering the general welfare of the district and its facilities; or (3) the betterment of the district’s relations with steamship and rail lines, shippers, consignees of freight, governmental officials, or others interested or sought to be interested in [its] ports, waterways, harbors, or terminals; and

Whereas, Section 60.003 of the Water Code provides that a district may contract with any person necessary or convenient to the operation or development of the district’s ports and waterways; and

Whereas, the Port wishes to engage the Provider to provide the professional services and related items described in Exhibit A attached to this Agreement (“Exhibit A”) and incorporated herein; and

Whereas, the Port Commission believes that the expenditure of Port funds pursuant to this Agreement is consistent with the authority granted to the Port Commission in Section 60.203 of the Water Code; and

Whereas, the Provider wishes to provide the professional services and related items described in Exhibit A on the terms and for the consideration described in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the following December 31st, unless sooner terminated as provided in this Agreement.

2. Development Services. During the term of this Agreement, the Provider agrees to provide to or on behalf of the Port the professional services and related items described in Exhibit A (collectively, the “Development Services”) in accordance with the terms and conditions of this Agreement. The Provider specifically agrees to include at least one Port representative in any economic development negotiations or discussions in which the Provider is involved concerning (i) a port-related business prospect or (ii) a business transaction which will ultimately require Port involvement, financial or otherwise.

3. Consideration. In consideration of the Development Services to be provided hereunder, the Port agrees to pay the Provider the total sum of three hundred twenty thousand and No/100 Dollars (\$320,000) (the “Contract Amount”) as follows: (i) 20% of the Contract Amount shall be payable to Provider within ten (10) days after the execution of this Agreement by both parties; and (ii) the balance of the Contract Amount shall be payable to Provider in four equal quarterly installments of 20% of the Contract Amount, each on or before the last days of March, June, September, and December during the term of this Agreement. The Provider agrees that any funds paid to it pursuant to this Agreement will be utilized solely for the purpose of providing Development Services.

4. Place for Payment. The funding required under this Agreement shall be mailed to the Provider at its address specified in Section 9 below, unless the Provider makes other arrangements for payment that are satisfactory to the Port.

5. Quarterly Reports. On a quarterly basis, the Provider shall submit to the Port a written activity report (the “Activity Report”) of its Development Services and accomplishments for that particular quarter. Except as otherwise provided in this Section, the form of the Activity Report shall include, at a minimum, a narrative summary of the Development Services rendered during the quarter, a summary of year-to-date expenditures incurred by the Provider in providing the Development Services, information regarding the current status of any prospective new port-related business generated by the Provider, information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, and any other information which is reasonably requested by the Port pertaining to the Development Services. Notwithstanding anything to the contrary contained in this Section 5, the Provider may exclude Confidential Information from an Activity Report if the Provider gives an oral report of the Confidential Information to the Port’s Executive Director or his designee contemporaneously with the delivery of the Activity Report from which such Confidential Information was excluded. For purposes of the preceding sentence, “Confidential Information” means (i) information regarding the current status of any prospective new port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such business or (ii) information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such expansion.

6. Records. The Provider shall maintain fiscal records and supporting documentation in the form of cancelled checks, payroll records, and invoices evidencing the expenditure of all funds received by the Provider pursuant to this Agreement. The Provider agrees to maintain proper accounting records reflecting the receipt and expenditure of funds paid to it by the Port pursuant to this Agreement in sufficient detail that a reasonable person could from a review of such records determine how all such funds were expended. Upon written request to do so, the Provider shall give the Port or its duly authorized representatives, at any reasonable time or times, access to all books, accounts, records, files or other papers belonging to or used by the Provider in connection with its performance of the Development Services. Failure to provide access to the foregoing documents shall constitute a breach of this Agreement by the Provider. The Provider agrees to keep in its possession for at least three (3) years after the termination of this Agreement all of the records described in this Section.

7. Performance Review. The Port may conduct a performance review on a semi-annual basis to evaluate the Provider's compliance with the provisions of this Agreement.

8. Early Termination. The Port shall have the right to terminate this Agreement any time prior to the expiration of the term specified in Section 1 if the Port determines that the Provider has breached or otherwise failed to comply with any terms of this Agreement. The Port shall give the Provider written notice of such termination at least thirty (30) days prior to the date of such termination. The notice shall include the reasons for such termination and the effective date of the termination. Furthermore, either party may terminate this Agreement at any time for any reason by giving written notice to the other party at least ninety (90) days prior to the termination date specified in such notice. Upon termination of this Agreement, the Port shall be liable to the Provider only for sums earned by the Provider prior to the date of termination.

9. Notices. All notices given pursuant to this Agreement shall be in writing, and if sent by mail shall be sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service, or by facsimile or electronic transmission as addressed below:

If to the Port:

Executive Director
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi, Texas 78403
Ph: (361) 882-5633
Fax: (361) 882-7110

If to the Provider:

President/Chief Executive Officer
Corpus Christi Regional Economic Development Corporation
Suite 1300 South Tower
800 N. Shoreline Blvd.
Corpus Christi, Texas 78401
Ph: (361) 822-7448
Fax: (361) 882-9930

or to such other address as may be designated in writing from time to time. All notices sent by certified mail are deemed received on the third business day after mailing. All notices sent by overnight delivery are deemed received on the next business day after being sent. All notices sent by facsimile or electronic transmission are deemed received on the day sent. Any party may change its address by giving notice to all other parties as set out herein.

10. Source of Funds. Any payments made to the Provider by the Port pursuant to this Agreement shall be made with funds in the Port's Development Fund.

11. Appropriations. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and understand that this Agreement is contingent upon the appropriation of funding by the Port Commission.

12. No Conflict of Interest. The Port and Provider each state independently that to the best of its knowledge no member of the Port Commission nor any officer, employee, or agent of the Port who will exercise any function or responsibility in connection with the carrying out of the provisions of this Agreement has any personal financial interest, direct or indirect, in this Agreement.

13. No Joint Enterprise or Liability. The parties do not intend, by entering into this Agreement, to create a partnership or joint enterprise with each other, and the Port shall at no time be responsible or liable for the acts of the Provider or the Provider's agents or employees. In no event shall the Port be liable (i) for the performance of any contracts made by the Provider with any other person or entity or (ii) for any damages, injuries, or losses charged to or adjudged against the Provider arising from its operations or the use or maintenance of its facilities. The Provider will be responsible for all costs and expenses incurred by it in providing the Development Services hereunder, and the Port shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with the Development Services beyond the Contract Amount.

14. Indemnity. The Provider agrees to defend, indemnify and hold harmless the Port, its Port Commissioners, employees and representatives for any claims or losses of any kind incurred by any of them because of or arising out of the Development Services performed by the Provider pursuant to this Agreement.

15. Confidential Information. The Provider agrees that any information given to the Provider by the Port concerning the financial or other affairs of the Port while in pursuit of the Provider's obligations under this Agreement will be held by the Provider in confidence and will not be revealed to any other person, entity or governmental body without the express written consent of the Port.

16. Severability. If any provision of this Agreement is held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid, unconstitutional, or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, unconstitutional, or unenforceable.

17. No Waiver of Rights. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement lies in Nueces County, Texas, exclusively.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

20. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects on and inure to the benefit of the successors and permitted assigns of the parties.

21. Headings. The titles and headings in this Agreement are used only for reference, and in no way define or limit the scope or intent of a provision of this Agreement.

22. Compliance with Applicable Laws. The Provider agrees to comply with all applicable federal, state and local laws and regulations while performing the Development Services.

23. Special Terms and Conditions. Any special terms and conditions pertaining to the subject matter of this Agreement are set forth in Exhibit B attached hereto, which is incorporated herein.

24. Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement. This Agreement may not be amended, supplemented, or otherwise modified except by written agreement executed by the party to be charged with the change.

[The signature page follows this page]

IN WITNESS WHEREOF, the Port and Provider, acting under the authority of their respective governing bodies, have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Effective Date.

PORT:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

Date: _____

PROVIDER:

CORPUS CHRISTI REGIONAL ECONOMIC
DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DEVELOPMENT SERVICES AND RELATED ITEMS

The Development Services to be provided to the Port by the Provider shall include the following:

1. produce economic impact studies or reports within the Provider's areas of expertise as requested by the Port to evaluate or support potential projects, industries or major cargo movements which may occur or be located in the Port of Corpus Christi;
2. prepare and execute a program with Port involvement to market the public and private property that will become accessible with the opening of the Joe Fulton International Trade Corridor, La Quinta Terminal and Harbor Island.
3. provide a calendar of shows, expos and exhibitions in which the Provider will participate as an exhibitor so that Port staff may decide if its participation would be beneficial.
4. ensure the Port has knowledge of and participates in all contacts, conversations and meetings with persons or entities inquiring about, interested in, or requiring Port of Corpus Christi land, facilities or services, with the approval of the prospective company interested in the Port;
5. research and develop information, within the Provider's areas of expertise, regarding the future growth of the Port of Corpus Christi and to assist the Port in the establishment and location of new industries and commercial and public enterprises on Port property;
6. disseminate the information described in item number 5 above to the public through various and diverse means as deemed appropriate by the Board of Directors of the Provider;
7. create and implement strategies and programs to retain and expand existing port-related industries and enterprises;
8. promote the Port at Provider scheduled tradeshows;
9. support the Port's state and federal legislative agenda with letters of support and testimony;
10. within the Provider's areas of expertise, provide demographic research for grant requests made by the Port for community development funds and infrastructure funds for Port projects such as the Joe Fulton International Trade Corridor; and
11. assist the Port with regional, national and international trade activities.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

The Provider also agrees that the Port will receive the following advertising services and benefits without any additional cost to the Port:

1. The Port shall be entitled to nominate two (2) persons to serve as members of the board of directors of the Provider, which persons may be Port Commissioners. Also, the Executive Director of the Port shall serve as an ex-officio, non-voting member of the Provider's board of directors. Both of the persons nominated by the Port shall be elected to the board of directors of the Provider by a majority vote of its board. If either of the Port's nominees is not elected to the Provider's board of directors when the vote is taken, this Agreement shall automatically terminate. In the event the Port fails to renew this Agreement or make the annual appropriations required under this Agreement, all directors nominated by the Port and appointed by the Provider shall forfeit their remaining terms of office.

2. The Port shall have one reserved table at each of the Provider's member events at no additional cost. At events that are open to the public and are designated as fund-raising events by the Provider's Board of Directors, a table shall not be provided.

3. The Provider shall, on request, prepare articles for publication on community involvement, support, and initiatives in collaboration with the Port.

4. The Port shall be recognized as a Provider member in areas and publications in which it is typical for the Provider's members to be recognized.

**PORT DEVELOPMENT SERVICES AGREEMENT
2016**

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2016 (the “Effective Date”), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the “Port”), and the **ROBSTOWN AREA DEVELOPMENT COMMISSION**, (the “Provider”).

RECITALS:

Whereas, the Port is a political subdivision of the State of Texas, operating as a navigation district pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, particularly, Chapters 60 and 62 of the Texas Water Code (the “Water Code”); and

Whereas, under Section 60.202 of the Water Code, the Port may set aside out of current income from its operations a promotion and development fund (“Development Fund”) of not more than five percent (5%) of its gross income from operations in each calendar year; and

Whereas, Section 60.203 of the Water Code provides that money in the Development Fund shall be spent by the Port Commission (*i.e.*, the governing body of the Port) or as the Port Commission may direct to pay any expenses connected with (1) any activity or matter incidental to the advertising, development, or promotion of the district or its ports, waterways, harbors, or terminals; (2) furthering the general welfare of the district and its facilities; or (3) the betterment of the district’s relations with steamship and rail lines, shippers, consignees of freight, governmental officials, or others interested or sought to be interested in [its] ports, waterways, harbors, or terminals; and

Whereas, Section 60.003 of the Water Code provides that a district may contract with any person necessary or convenient to the operation or development of the district’s ports and waterways; and

Whereas, the Port wishes to engage the Provider to provide the professional services and related items described in Exhibit A attached to this Agreement (“Exhibit A”) and incorporated herein; and

Whereas, the Port Commission believes that the expenditure of Port funds pursuant to this Agreement is consistent with the authority granted to the Port Commission in Section 60.203 of the Water Code; and

Whereas, the Provider wishes to provide the professional services and related items described in Exhibit A on the terms and for the consideration described in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the following December 31st, unless sooner terminated as provided in this Agreement.

2. Development Services. During the term of this Agreement, the Provider agrees to provide to or on behalf of the Port the professional services and related items described in Exhibit A (collectively, the “Development Services”) in accordance with the terms and conditions of this Agreement. The Provider specifically agrees to include at least one Port representative in any economic development negotiations or discussions in which the Provider is involved concerning (i) a port-related business prospect or (ii) a business transaction which will ultimately require Port involvement, financial or otherwise.

3. Consideration. In consideration of the Development Services to be provided hereunder, the Port agrees to pay the Provider the total sum of thirty-five thousand and No/100 Dollars (\$35,000) (the “Contract Amount”) as follows: (i) 20% of the Contract Amount shall be payable to Provider within ten (10) days after the execution of this Agreement by both parties; and (ii) the balance of the Contract Amount shall be payable to Provider in four equal quarterly installments of 20% of the Contract Amount, each on or before the last days of March, June, September, and December during the term of this Agreement. The Provider agrees that any funds paid to it pursuant to this Agreement will be utilized solely for the purpose of providing Development Services.

4. Place for Payment. The funding required under this Agreement shall be mailed to the Provider at its address specified in Section 9 below, unless the Provider makes other arrangements for payment that are satisfactory to the Port.

5. Quarterly Reports. On a quarterly basis, the Provider shall submit to the Port a written activity report (the “Activity Report”) of its Development Services and accomplishments for that particular quarter. Except as otherwise provided in this Section, the form of the Activity Report shall include, at a minimum, a narrative summary of the Development Services rendered during the quarter, a summary of year-to-date expenditures incurred by the Provider in providing the Development Services, information regarding the current status of any prospective new port-related business generated by the Provider, information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, and any other information which is reasonably requested by the Port pertaining to the Development Services. Notwithstanding anything to the contrary contained in this Section 5, the Provider may exclude Confidential Information from an Activity Report if the Provider gives an oral report of the Confidential Information to the Port’s Executive Director or his designee contemporaneously with the delivery of the Activity Report from which such Confidential Information was excluded. For purposes of the preceding sentence, “Confidential Information” means (i) information regarding the current status of any prospective new port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such business or (ii) information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such expansion.

6. Records. The Provider shall maintain fiscal records and supporting documentation in the form of cancelled checks, payroll records, and invoices evidencing the expenditure of all funds received by the Provider pursuant to this Agreement. The Provider agrees to maintain proper accounting records reflecting the receipt and expenditure of funds paid to it by the Port pursuant to this Agreement in sufficient detail that a reasonable person could from a review of such records determine how all such funds were expended. Upon written request to do so, the Provider shall give the Port or its duly authorized representatives, at any reasonable time or times, access to all books, accounts, records, files or other papers belonging to or used by the Provider in connection with its performance of the Development Services. Failure to provide access to the foregoing documents shall constitute a breach of this Agreement by the Provider. The Provider agrees to keep in its possession for at least three (3) years after the termination of this Agreement all of the records described in this Section.

7. Performance Review. The Port may conduct a performance review on a semi-annual basis to evaluate the Provider's compliance with the provisions of this Agreement.

8. Early Termination. The Port shall have the right to terminate this Agreement any time prior to the expiration of the term specified in Section 1 if the Port determines that the Provider has breached or otherwise failed to comply with any terms of this Agreement. The Port shall give the Provider written notice of such termination at least thirty (30) days prior to the date of such termination. The notice shall include the reasons for such termination and the effective date of the termination. Furthermore, either party may terminate this Agreement at any time for any reason by giving written notice to the other party at least ninety (90) days prior to the termination date specified in such notice. Upon termination of this Agreement, the Port shall be liable to the Provider only for sums earned by the Provider prior to the date of termination.

9. Notices. All notices given pursuant to this Agreement shall be in writing, and if sent by mail shall be sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service, or by facsimile or electronic transmission as addressed below:

If to the Port:

Executive Director
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi, Texas 78403
Ph: (361) 882-5633
Fax: (361) 882-7110

If to the Provider:

Executive Director
Robstown Area Development Commission
1150 East Main Ave.
Robstown, Texas 78380
Ph: (361) 387-3933
Fax: (361) 387-7280

or to such other address as may be designated in writing from time to time. All notices sent by certified mail are deemed received on the third business day after mailing. All notices sent by overnight delivery are deemed received on the next business day after being sent. All notices sent by facsimile or electronic transmission are deemed received on the day sent. Any party may change its address by giving notice to all other parties as set out herein.

10. Source of Funds. Any payments made to the Provider by the Port pursuant to this Agreement shall be made with funds in the Port's Development Fund.

11. Appropriations. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and understand that this Agreement is contingent upon the appropriation of funding by the Port Commission.

12. No Conflict of Interest. The Port and Provider each state independently that to the best of its knowledge no member of the Port Commission nor any officer, employee, or agent of the Port who will exercise any function or responsibility in connection with the carrying out of the provisions of this Agreement has any personal financial interest, direct or indirect, in this Agreement.

13. No Joint Enterprise or Liability. The parties do not intend, by entering into this Agreement, to create a partnership or joint enterprise with each other, and the Port shall at no time be responsible or liable for the acts of the Provider or the Provider's agents or employees. In no event shall the Port be liable (i) for the performance of any contracts made by the Provider with any other person or entity or (ii) for any damages, injuries, or losses charged to or adjudged against the Provider arising from its operations or the use or maintenance of its facilities. The Provider will be responsible for all costs and expenses incurred by it in providing the Development Services hereunder, and the Port shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with the Development Services beyond the Contract Amount.

14. Indemnity. The Provider agrees to defend, indemnify and hold harmless the Port, its Port Commissioners, employees and representatives for any claims or losses of any kind incurred by any of them because of or arising out of the Development Services performed by the Provider pursuant to this Agreement.

15. Confidential Information. The Provider agrees that any information given to the Provider by the Port concerning the financial or other affairs of the Port while in pursuit of the Provider's obligations under this Agreement will be held by the Provider in confidence and will not be revealed to any other person, entity or governmental body without the express written consent of the Port.

16. Severability. If any provision of this Agreement is held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid, unconstitutional, or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, unconstitutional, or unenforceable.

17. No Waiver of Rights. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement lies in Nueces County, Texas, exclusively.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

20. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects on and inure to the benefit of the successors and permitted assigns of the parties.

21. Headings. The titles and headings in this Agreement are used only for reference, and in no way define or limit the scope or intent of a provision of this Agreement.

22. Compliance with Applicable Laws. The Provider agrees to comply with all applicable federal, state and local laws and regulations while performing the Development Services.

23. Special Terms and Conditions. Any special terms and conditions pertaining to the subject matter of this Agreement are set forth in Exhibit B attached hereto, which is incorporated herein.

24. Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement. This Agreement may not be amended, supplemented, or otherwise modified except by written agreement executed by the party to be charged with the change.

[The signature page follows this page]

IN WITNESS WHEREOF, the Port and Provider, acting under the authority of their respective governing bodies, have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Effective Date.

PORT:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

Date: _____

PROVIDER:

ROBSTOWN AREA DEVELOPMENT
COMMISSION

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A**DEVELOPMENT SERVICES AND RELATED ITEMS**

The Development Services to be provided to the Port by the Provider shall include the following:

1. ensure the Port has knowledge of and participates in all contacts, conversations and meetings with persons or entities inquiring about, interested in, or requiring Port of Corpus Christi land, facilities or services;
2. include specifically in the Provider's quarterly Activity Reports information regarding all contacts, conversations and meetings with persons or entities inquiring about, interested in, or requiring Port of Corpus Christi land, facilities or services;
3. research and develop information regarding area economics, finance, education and training, housing, human relations, planning and development, and other similar matters of public concern to further the goal of the future growth of the Port of Corpus Christi and to assist the Port in the establishment and location of new industries and commercial and public enterprises on Port property;
4. disseminate information described in item 3 above to the public through various and diverse educational processes such as the publication of the results of such research and development, conducting seminars, forums, discussion groups and participating in expositions, trade shows, conventions and other meetings;
5. aggressively promote the retention of all military facilities in the Corpus Christi Bay area, as well as the addition of new military facilities through contact with public officials, disseminating information, and any other appropriate activities;
6. promote Nueces County to prospects for new port-related industries and enterprises, especially those that would substantially increase employment;
7. create and implement strategies and programs to keep and expand existing port-related industries and enterprises; and
8. participate in a local International Trade Conference for the South Texas community with the Port's involvement that focuses on export/import regulations, permit requirements, and business opportunities for local businesses.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

The Provider also agrees that the Port will receive the following advertising services and benefits without any additional cost to the Port:

1. The Port shall be a member of the Provider during the term of this Agreement without having to pay any dues. The Port shall be entitled to appoint two representatives to the Provider's Board of Directors.
2. The Port shall have the status of an annual meeting sponsor at no additional cost to the Port.
3. The Provider shall prepare newsletter articles on community involvement, support, and initiatives in collaboration with Port staff.
4. The Port shall be recognized as a Provider member on the Provider's website, the Port's logo shall be displayed on the Provider's website, and the Provider's website shall contain a hyperlink to the Port's website under the Port's logo.

**PORT DEVELOPMENT SERVICES AGREEMENT
2016**

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2016 (the “Effective Date”), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the “Port”), and the SAN PATRICIO ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation (the “Provider”).

RECITALS:

Whereas, the Port is a political subdivision of the State of Texas, operating as a navigation district pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, particularly, Chapters 60 and 62 of the Texas Water Code (the “Water Code”); and

Whereas, under Section 60.202 of the Water Code, the Port may set aside out of current income from its operations a promotion and development fund (“Development Fund”) of not more than five percent (5%) of its gross income from operations in each calendar year; and

Whereas, Section 60.203 of the Water Code provides that money in the Development Fund shall be spent by the Port Commission (*i.e.*, the governing body of the Port) or as the Port Commission may direct to pay any expenses connected with (1) any activity or matter incidental to the advertising, development, or promotion of the district or its ports, waterways, harbors, or terminals; (2) furthering the general welfare of the district and its facilities; or (3) the betterment of the district’s relations with steamship and rail lines, shippers, consignees of freight, governmental officials, or others interested or sought to be interested in [its] ports, waterways, harbors, or terminals; and

Whereas, Section 60.003 of the Water Code provides that a district may contract with any person necessary or convenient to the operation or development of the district’s ports and waterways; and

Whereas, the Port wishes to engage the Provider to provide the professional services and related items described in Exhibit A attached to this Agreement (“Exhibit A”) and incorporated herein; and

Whereas, the Port Commission believes that the expenditure of Port funds pursuant to this Agreement is consistent with the authority granted to the Port Commission in Section 60.203 of the Water Code; and

Whereas, the Provider wishes to provide the professional services and related items described in Exhibit A on the terms and for the consideration described in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the following December 31st, unless sooner terminated as provided in this Agreement.

2. Development Services. During the term of this Agreement, the Provider agrees to provide to or on behalf of the Port the professional services and related items described in Exhibit A (collectively, the “Development Services”) in accordance with the terms and conditions of this Agreement. The Provider specifically agrees to include at least one Port representative in any economic development negotiations or discussions in which the Provider is involved concerning (i) a port-related business prospect or (ii) a business transaction which will ultimately require Port involvement, financial or otherwise.

3. Consideration. In consideration of the Development Services to be provided hereunder, the Port agrees to pay the Provider the total sum of seventy thousand and No/100 Dollars (\$70,000) (the “Contract Amount”) as follows: (i) 20% of the Contract Amount shall be payable to Provider within ten (10) days after the execution of this Agreement by both parties; and (ii) the balance of the Contract Amount shall be payable to Provider in four equal quarterly installments of 20% of the Contract Amount, each on or before the last days of March, June, September, and December during the term of this Agreement. The Provider agrees that any funds paid to it pursuant to this Agreement will be utilized solely for the purpose of providing Development Services.

4. Place for Payment. The funding required under this Agreement shall be mailed to the Provider at its address specified in Section 9 below, unless the Provider makes other arrangements for payment that are satisfactory to the Port.

5. Quarterly Reports. On a quarterly basis, the Provider shall submit to the Port a written activity report (the “Activity Report”) of its Development Services and accomplishments for that particular quarter. Except as otherwise provided in this Section, the form of the Activity Report shall include, at a minimum, a narrative summary of the Development Services rendered during the quarter, a summary of year-to-date expenditures incurred by the Provider in providing the Development Services, information regarding the current status of any prospective new port-related business generated by the Provider, information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, and any other information which is reasonably requested by the Port pertaining to the Development Services. Notwithstanding anything to the contrary contained in this Section 5, the Provider may exclude Confidential Information from an Activity Report if the Provider gives an oral report of the Confidential Information to the Port’s Executive Director or his designee contemporaneously with the delivery of the Activity Report from which such Confidential Information was excluded. For purposes of the preceding sentence, “Confidential Information” means (i) information regarding the current status of any prospective new port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such business or (ii) information regarding the current status of any prospective expansion of any existing port-related business generated by the Provider, if disclosure of such information to the public would, in the opinion of the Provider, jeopardize the realization of such expansion.

6. Records. The Provider shall maintain fiscal records and supporting documentation in the form of cancelled checks, payroll records, and invoices evidencing the expenditure of all funds received by the Provider pursuant to this Agreement. The Provider agrees to maintain proper accounting records reflecting the receipt and expenditure of funds paid to it by the Port pursuant to this Agreement in sufficient detail that a reasonable person could from a review of such records determine how all such funds were expended. Upon written request to do so, the Provider shall give the Port or its duly authorized representatives, at any reasonable time or times, access to all books, accounts, records, files or other papers belonging to or used by the Provider in connection with its performance of the Development Services. Failure to provide access to the foregoing documents shall constitute a breach of this Agreement by the Provider. The Provider agrees to keep in its possession for at least three (3) years after the termination of this Agreement all of the records described in this Section.

7. Performance Review. The Port may conduct a performance review on a semi-annual basis to evaluate the Provider's compliance with the provisions of this Agreement.

8. Early Termination. The Port shall have the right to terminate this Agreement any time prior to the expiration of the term specified in Section 1 if the Port determines that the Provider has breached or otherwise failed to comply with any terms of this Agreement. The Port shall give the Provider written notice of such termination at least thirty (30) days prior to the date of such termination. The notice shall include the reasons for such termination and the effective date of the termination. Furthermore, either party may terminate this Agreement at any time for any reason by giving written notice to the other party at least ninety (90) days prior to the termination date specified in such notice. Upon termination of this Agreement, the Port shall be liable to the Provider only for sums earned by the Provider prior to the date of termination.

9. Notices. All notices given pursuant to this Agreement shall be in writing, and if sent by mail shall be sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service, or by facsimile or electronic transmission as addressed below:

If to the Port:

Executive Director
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi, Texas 78403
Ph: (361) 882-5633
Fax: (361) 882-7110

If to the Provider:

Executive Director
San Patricio County Economic Development Corporation
Box 238
Gregory, Texas 78359
Ph: (361) 643-4744
Fax: (361) 643-4394

or to such other address as may be designated in writing from time to time. All notices sent by certified mail are deemed received on the third business day after mailing. All notices sent by overnight delivery are deemed received on the next business day after being sent. All notices sent by facsimile or electronic transmission are deemed received on the day sent. Any party may change its address by giving notice to all other parties as set out herein.

10. Source of Funds. Any payments made to the Provider by the Port pursuant to this Agreement shall be made with funds in the Port's Development Fund.

11. Appropriations. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and understand that this Agreement is contingent upon the appropriation of funding by the Port Commission.

12. No Conflict of Interest. The Port and Provider each state independently that to the best of its knowledge no member of the Port Commission nor any officer, employee, or agent of the Port who will exercise any function or responsibility in connection with the carrying out of the provisions of this Agreement has any personal financial interest, direct or indirect, in this Agreement.

13. No Joint Enterprise or Liability. The parties do not intend, by entering into this Agreement, to create a partnership or joint enterprise with each other, and the Port shall at no time be responsible or liable for the acts of the Provider or the Provider's agents or employees. In no event shall the Port be liable (i) for the performance of any contracts made by the Provider with any other person or entity or (ii) for any damages, injuries, or losses charged to or adjudged against the Provider arising from its operations or the use or maintenance of its facilities. The Provider will be responsible for all costs and expenses incurred by it in providing the Development Services hereunder, and the Port shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with the Development Services beyond the Contract Amount.

14. Indemnity. The Provider agrees to defend, indemnify and hold harmless the Port, its Port Commissioners, employees and representatives for any claims or losses of any kind incurred by any of them because of or arising out of the Development Services performed by the Provider pursuant to this Agreement.

15. Confidential Information. The Provider agrees that any information given to the Provider by the Port concerning the financial or other affairs of the Port while in pursuit of the Provider's obligations under this Agreement will be held by the Provider in confidence and will not be revealed to any other person, entity or governmental body without the express written consent of the Port.

16. Severability. If any provision of this Agreement is held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid, unconstitutional, or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, unconstitutional, or unenforceable.

17. No Waiver of Rights. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement lies in Nueces County, Texas, exclusively.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

20. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects on and inure to the benefit of the successors and permitted assigns of the parties.

21. Headings. The titles and headings in this Agreement are used only for reference, and in no way define or limit the scope or intent of a provision of this Agreement.

22. Compliance with Applicable Laws. The Provider agrees to comply with all applicable federal, state and local laws and regulations while performing the Development Services.

23. Special Terms and Conditions. Any special terms and conditions pertaining to the subject matter of this Agreement are set forth in Exhibit B attached hereto, which is incorporated herein.

24. Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement. This Agreement may not be amended, supplemented, or otherwise modified except by written agreement executed by the party to be charged with the change.

[The signature page follows this page]

IN WITNESS WHEREOF, the Port and Provider, acting under the authority of their respective governing bodies, have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Effective Date.

PORT:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____

John P. LaRue
Executive Director

Date: _____

PROVIDER:

SAN PATRICIO ECONOMIC DEVELOPMENT
CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A**DEVELOPMENT SERVICES AND RELATED ITEMS**

The Development Services to be provided to the Port by the Provider shall include the following:

1. assist the Port with the development of its La Quinta Trade Gateway Project;
2. assist the Port with the development of LNG Projects on Port-owned land;
3. assist with and provide support for the activities of the Port regarding the Rural Rail District;
4. ensure the Port's knowledge of and participation in all contacts, conversations and meetings with persons or entities inquiring about, interested in, or requiring Port of Corpus Christi land, facilities or services;
5. except as otherwise provided in Section 5 of the Agreement, include specifically in the Provider's quarterly Activity Reports information regarding all contacts, conversations and meetings with persons or entities inquiring about, interested in, or requiring Port of Corpus Christi land, facilities or services;
6. research and develop information regarding area economics, finance, education and training, housing, human relations, planning and development, and other similar matters of public concern to further the goal of the future growth of the Port of Corpus Christi and to assist the Port in the establishment and location of new industries and commercial and public enterprises on Port property;
7. disseminate the information described in item 6 above to the public through various and diverse educational processes such as the publication of the results of such research and development, conducting seminars, forums, discussion groups and participating in expositions, trade shows, conventions and other meetings;
8. aggressively promote the retention of all military facilities in the Corpus Christi Bay area, as well as the addition of new military facilities through contact with public officials, disseminating information, incentives, and any other appropriate activities;
9. promote San Patricio County to prospects for new port-related industries and enterprises, especially those that would substantially increase employment;
10. create and implement strategies and programs to keep and expand existing Port-related existing industries and enterprises; and
11. support the Port's state and federal legislative agenda with letters of support and testimony.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

The Provider also agrees that the Port will receive the following advertising services and benefits without any additional cost to the Port:

1. The Port shall be a member of the Provider during the term of this Agreement without having to pay any dues. The Port shall be entitled to appoint two representatives to the Provider's Board of Directors.
2. The Port shall have the status of an annual meeting sponsor at no additional cost to the Port.
3. The Provider shall prepare newsletter articles on community involvement, support, and initiatives in collaboration with Port staff.
4. The Port shall be recognized as a Provider member on the Provider's website, the Port's logo shall be displayed on the Provider's website, and the Provider's website shall contain a hyperlink to the Port's website under the Port's logo.



PORTCORPUS CHRISTI

2016 Annual Budget

Port Commission Meeting – 12/15/15

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Port of Corpus Christi Authority
2016 Annual Budget Change Summary

	Original 2016 Budget	Change	Revised 2016 Budget	Original 2017 Forecast	Change	Revised 2017 Forecast	Original 2018 Forecast	Change	Revised 2018 Forecast
Net Income	\$ 27,064,912	\$ -	\$ 27,064,912	\$ 35,412,265	\$ -	\$ 35,412,265	\$ 39,790,428	\$ -	\$ 39,790,428
Capital Expenditures	\$ 113,581,959	\$ (4,073,333)	\$ 109,508,626	\$ 108,040,959	\$ (2,861,667)	\$ 105,179,292	\$ 63,523,454	\$ (2,500,000)	\$ 61,023,454
Changes:									
Hoist Foundation, Ganyway Support and Escape Route at Oil Dock 7	\$ 820,000	\$ (570,000)	\$ 250,000	\$ 800,000	\$ 570,000	\$ 1,370,000	\$ -	\$ -	\$ -
Improvements to Fire Protection Systems at Oil Docks 4, 7 & 11	\$ 530,000	\$ 50,000	\$ 580,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bul Terminal Office Improvements	\$ 312,500	\$ 60,000	\$ 372,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Storage Building	\$ 400,000	\$ -	\$ 400,000	\$ 200,000	\$ 50,000	\$ 250,000	\$ -	\$ -	\$ -
Water Spray Equipment for Dust Control	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Entrance Road to Oil Dock 14	\$ 3,500,000	\$ 50,000	\$ 3,550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase and Installation of Additional AEI Readers	\$ 300,000	\$ 110,000	\$ 410,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Oil Dock 3 Expansion	\$ 500,000	\$ (500,000)	\$ -	\$ 7,400,000	\$ (7,400,000)	\$ -	\$ 2,500,000	\$ (2,500,000)	\$ -
Replace Dock House at Oil Dock 10	\$ 250,000	\$ 100,000	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ventilation Improvements to Dock Houses at Various Public Oil Docks	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -
South Rincon Track Development	\$ 500,000	\$ (350,000)	\$ 150,000	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -
General Improvements to Cargo Dock 9 Transfer Facility	\$ 1,590,000	\$ (390,000)	\$ 1,200,000	\$ -	\$ 390,000	\$ 390,000	\$ -	\$ -	\$ -
CCSC CIP-52 Foot Deepening and Widening and Barge Shelves	\$ 7,500,000	\$ -	\$ 7,500,000	\$ 10,700,000	\$ -	\$ 10,700,000	\$ 10,000,000	\$ -	\$ 10,000,000
Increase DMPA Capacity for General, PCCA and Third Party Use	\$ 3,193,333	\$ (3,093,333)	\$ 100,000	\$ -	\$ 3,693,333	\$ 3,693,333	\$ -	\$ -	\$ -
New Access Road to Good Hope DMPA	\$ 350,000	\$ 10,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Relocation of Suntide DMPA Drainage to Viola Turning Basin	\$ 250,000	\$ (250,000)	\$ -	\$ 500,000	\$ (315,000)	\$ 185,000	\$ -	\$ -	\$ -
Site Preparation for La Quinta Gateway Terminal	\$ 4,850,000	\$ 700,000	\$ 5,550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Net Capital Expenditure Changes		\$ (4,073,333)			\$ (2,861,667)			\$ (2,500,000)	
Cash Position	\$ 126,736,473	\$ 4,073,333	\$ 130,809,806	\$ 71,214,567	\$ 6,935,000	\$ 78,149,567	\$ 54,474,198	\$ 9,435,000	\$ 63,909,198

Port of Corpus Christi Authority
Annual Operating Budget Summary
For the Year Ending December 31, 2016

	2014 Actual	Prior 12 Months	2015 Projected	2015 Budget	2016 Budget
Operating Revenues					
Wharfage	\$42,288,896	\$45,444,117	\$45,907,960	\$43,805,928	\$49,579,073
Dockage	14,630,404	14,600,300	14,755,671	14,877,025	16,188,060
Security	6,460,860	6,750,703	6,759,708	6,601,221	7,132,535
Freight Handling	2,571,246	2,304,449	2,477,078	1,430,000	2,362,061
Storage	563,557	722,417	745,834	405,996	475,000
Rail Charges	893,899	629,140	443,367	891,050	686,200
Other Revenue	3,603,689	2,831,621	1,611,620	730,508	3,591,400
Conference Center Services	2,039,916	2,242,417	2,155,746	2,098,289	2,194,901
Building and Land Rentals	8,456,174	8,527,092	8,745,518	8,715,783	9,470,652
Foreign Trade Zone User Fees	222,500	218,750	212,143	216,000	246,000
Intergovernmental Revenues	180,655	178,559	167,871	0	228,925
Operating Revenues	81,911,796	84,449,565	83,982,516	79,771,800	92,154,807
Operating Expenses					
Direct Expenses					
Employee Services	8,304,043	8,741,945	9,096,145	9,793,596	9,679,832
Maintenance	6,137,866	5,015,008	3,873,991	8,918,264	6,243,959
Utilities	1,004,905	1,105,859	1,080,442	928,200	980,400
Telephone Expense	80,639	81,577	79,353	79,260	88,955
Insurance	1,911,090	1,833,085	1,799,054	1,941,189	1,973,323
Professional Services	2,422,320	2,413,945	729,676	1,519,150	1,376,100
Police Expenses	16,461	21,374	15,299	72,785	30,684
Contracted Services	1,277,137	1,185,288	1,161,598	1,367,000	1,349,048
Office and Equipment Rental	79,023	96,621	117,025	64,241	86,549
Operator and Event Expenses	1,547,155	1,569,608	1,409,795	1,623,078	1,685,701
Safety/Environmental Expenses	107,859	94,879	79,204	103,225	91,725
Other Expenses	494,274	160,084	204,009	198,730	202,621
Depreciation	11,912,024	13,007,700	13,529,877	11,653,439	13,486,318
Direct Expenses	35,294,796	35,326,973	33,175,468	38,262,157	37,275,215

Port of Corpus Christi Authority
Annual Operating Budget Summary
For the Year Ending December 31, 2016

	2014 Actual	Prior 12 Months	2015 Projected	2015 Budget	2016 Budget
Indirect Expenses					
Employee Services	\$ 8,001,279	\$ 8,734,817	\$ 9,074,837	\$10,334,741	\$12,468,848
Maintenance	652,109	638,596	636,412	575,201	595,708
Utilities	159,148	173,565	161,924	150,654	165,511
Telephone Expense	83,776	97,635	113,345	79,665	99,144
Insurance	99,451	98,843	109,196	111,692	115,142
Professional Services	3,870,383	4,337,418	4,435,649	4,030,201	4,093,594
Police Expenses	1,346	654	120	2,866	1,000
Contracted Services	26,437	8,948	12,415	42,072	17,710
Office and Equipment Rental	116,488	126,031	130,409	245,373	251,882
Administrative Expenses	2,310,330	2,432,399	2,588,038	2,825,583	2,790,442
Trade and Sales Development	355,175	315,328	265,086	343,894	307,694
Media Advertising	232,608	243,210	279,395	197,310	203,550
Production Expenses	41,061	48,115	58,479	106,305	96,952
Safety/Environmental Expenses	28,006	28,436	26,513	23,230	36,620
Other Expenses	92,943	92,618	14,871	5,000	0
Depreciation	398,533	387,108	388,429	405,458	395,513
Indirect Expenses	16,469,073	17,763,721	18,295,118	19,479,245	21,639,310
Operating Expenses	51,763,869	53,090,694	51,470,586	57,741,402	58,914,525
Net Operating Income(Loss)	30,147,927	31,358,871	32,511,930	22,030,398	33,240,282
Other Revenue(Expenses)					
Interest Income	341,754	502,477	679,086	406,725	713,925
Other Income	272,458	269,195	135,457	262,403	251,002
Gain(Loss) Sale of Assets	* 40,596	(5,840,128)	(5,861,220)	0	0
Interest/Bond Issuance Expenses	* (535)	(1,855,978)	(2,350,240)	(400)	(4,140,297)
Other Expense	* 0	(3,000,051)	(3,000,000)	0	(3,000,000)
Other Revenue(Expenses)	654,273	(9,924,485)	(10,396,917)	668,728	(6,175,370)
Income(Loss) Before Contributions	\$30,802,200	\$21,434,386	\$22,115,013	\$22,699,126	\$27,064,912

Port of Corpus Christi Authority
Three Year Operating Budget
For the Years Ending December 31, 2016, 2017 and 2018

Description	2016	2017	2018
<u>Operating Revenues:</u>			
Wharfage	\$ 49,579,073	\$ 56,334,528	\$ 59,607,843
Dockage	16,188,060	16,959,586	17,298,778
Security	7,132,535	7,697,058	7,967,996
Freight Handling	2,362,061	2,573,012	2,624,472
Storage	475,000	484,500	494,190
Rail Charges	686,200	1,264,698	1,854,766
Other Revenue	3,591,400	807,228	823,373
Conference Center Services	2,194,901	2,238,799	2,283,575
Building and Land Rental	9,470,652	9,660,065	9,853,266
Foreign Trade User Fees	246,000	246,000	246,000
Operating Revenues	92,154,807	98,303,125	103,091,910
<u>Operating Expenses:</u>			
Direct Expenses:			
Employee Services	9,679,832	9,873,429	10,070,897
Maintenance	6,243,959	4,114,605	3,865,397
Utilities	980,400	1,000,008	1,020,008
Telephone Expense	88,955	90,734	92,549
Insurance	1,973,323	2,012,789	2,053,045
Professional Services	1,376,100	332,622	135,274
Police Expenses	30,684	31,298	31,924
Contracted Services	1,349,048	1,376,029	1,403,550
Office and Equipment Rental	86,549	88,280	90,046
Operator and Event Expenses	1,685,701	1,719,415	1,753,803
Safety/Environmental Expense	91,725	93,560	95,431
Other Expenses	202,621	206,673	210,807
Depreciation	13,486,318	13,756,044	14,031,165
Direct Expenses	37,275,215	34,695,486	34,853,895

**Port of Corpus Christi Authority
Three Year Operating Budget
For the Years Ending December 31, 2016, 2017 and 2018**

Description	2016	2017	2018
Indirect Expenses:			
Employee Services	\$ 12,468,848	\$ 12,718,225	\$ 12,972,589
Maintenance	595,708	607,622	619,775
Utilities	165,511	168,821	172,198
Telephone Expense	99,144	101,127	103,149
Insurance	115,142	117,445	119,794
Professional Services	4,093,594	4,175,466	4,258,975
Police Expenses	1,000	1,020	1,040
Contracted Services	17,710	18,064	18,425
Office and Equipment Rental	251,882	256,920	262,058
Administrative Expenses	2,790,442	2,846,251	2,903,176
Trade and Sales Development	307,694	313,848	320,125
Media Advertising	203,550	207,621	211,773
Production Expenses	96,952	98,891	100,869
Safety/Environmental Expense	36,620	37,352	38,099
Other	-	-	-
Depreciation	395,513	403,423	411,492
Indirect Expenses	21,639,310	22,072,096	22,513,538
Total Operating Expenses	58,914,525	56,767,582	57,367,433
Net Operating Income(Loss)	33,240,282	41,535,543	45,724,476
Other Revenues(Expenses):			
Interest Income	713,925	728,204	742,768
Other Income	251,002	256,022	261,142
Interest/Bond Issuance Expenses	(4,140,297)	(4,107,503)	(3,937,958)
Other Expenses	(3,000,000)	(3,000,000)	(3,000,000)
Total Other Revenues(Expenses)	(6,175,370)	(6,123,277)	(5,934,048)
Income(Loss) Before Contributions	\$ 27,064,912	\$ 35,412,265	\$ 39,790,428

**Port of Corpus Christi Authority
Three Year Capital Project Expenditures Budget
For the Years Ending December 31, 2016, 2017 and 2018**

Project Title	Project Status	Total Project Cost Estimate	Estimated Expenditures to Date	Estimated Cost to Complete	2016	2017	2018	Out Years
Strategic Projects								
Oil Docks								
1 Construction of Oil Dock 14	UD	\$28,000,000	\$18,200,000	\$ 9,800,000	\$ 9,800,000	\$ 0	\$ 0	\$ 0
2 New Public Oil Dock 18 - Viola	UD	31,750,000	250,000	31,500,000	700,000	5,000,000	20,000,000	5,800,000
3 New Public Oil Dock 15	NP	37,000,000	0	37,000,000	500,000	20,000,000	16,500,000	0
		96,750,000	18,450,000	78,300,000	11,000,000	25,000,000	36,500,000	5,800,000
La Quinta								
4 Site Preparation for La Quinta Gateway Terminal	UD	5,550,000	0	5,550,000	5,550,000	0	0	0
		5,550,000	0	5,550,000	5,550,000	0	0	0
Property and Buildings								
5 Entrance Road to Oil Dock 14	UD	3,600,000	50,000	3,550,000	3,550,000	0	0	0
6 Interim Improvements and Stabilization of Permian Yard	NP	500,000	0	500,000	500,000	0	0	0
7 New CCTR Facilities	NP	900,000	0	900,000	100,000	500,000	300,000	0
8 South Rincon Track Development	NP	1,650,000	0	1,650,000	150,000	1,500,000	0	0
		6,650,000	50,000	6,600,000	4,300,000	2,000,000	300,000	0
Railroads								
9 East Interchange Yard Rail Upgrades and Modifications	NP	10,200,000	50,000	10,150,000	1,700,000	8,450,000	0	0
10 Nueces River Rail Yard Phase 2(21.4/78.6) **	UC	28,000,000	6,800,000	21,200,000	15,000,000	6,200,000	0	0
		38,200,000	6,850,000	31,350,000	16,700,000	14,650,000	0	0
Total Strategic Projects		147,150,000	25,350,000	121,800,000	37,550,000	41,650,000	36,800,000	5,800,000
Channel Improvement Projects								
Canals and Basins								
11 Aids to Navigation Improvements at La Quinta Channel Extension	NP	2,000,000	0	2,000,000	1,000,000	1,000,000	0	0
12 CCSC CIP - 52 Ft Deepening and Widening (50/50) and Barge Shelves (90/10)**	NP	173,397,500	0	173,397,500	7,500,000	10,700,000	10,000,000	145,197,500
13 CCSC CIP - La Quinta Channel Extension/Ecosystem Restoration**	UC	64,600,000	64,600,000	0	0	0	0	0
14 Tule Lake Foundation Removal	UD	18,065,000	200,000	17,865,000	12,025,000	5,840,000	0	0
		258,062,500	64,800,000	193,262,500	20,525,000	17,540,000	10,000,000	145,197,500
Total Channel Projects		258,062,500	64,800,000	193,262,500	20,525,000	17,540,000	10,000,000	145,197,500
Security Grant Projects								
Security								
15 Security Grant 13 - Additional Surveillance at La Quinta(25/75)**	UD	376,900	0	376,900	376,900	0	0	0
16 Security Grant 14 - Oil Dock 14 Access Control 14(25/75)**	UD	838,283	60,000	778,283	778,283	0	0	0
17 Security Grant 14 - Security Equipment Upkeep(25/75)**	UD	570,000	317,300	252,700	252,700	0	0	0
18 Security Grant 15 - Bulk Terminal Fencing(25/75)**	NP	634,800	0	634,800	634,800	0	0	0
19 Security Grant 15 - Security Equipment Upkeep(25/75)**	NP	390,500	0	390,500	78,100	312,400	0	0
20 Security Grant 15 - Security Lighting along Fulton Corridor(25/75)**	NP	290,538	0	290,538	290,538	0	0	0
		3,101,021	377,300	2,723,721	2,411,321	312,400	0	0
Total Security Grant Projects		3,101,021	377,300	2,723,721	2,411,321	312,400	0	0

 Bond Project

Port of Corpus Christi Authority
Three Year Capital Project Expenditures Budget
For the Years Ending December 31, 2016, 2017 and 2018

Project Title	Project Status	Total Project Cost Estimate	Estimated Expenditures to Date	Estimated Cost to Complete	2016	2017	2018	Out Years
Supporting Infrastructure Projects								
Oil Docks								
21 Fire System Pressurization Upgrades at North Bank Oil Terminal Facilities	UD	\$ 1,745,000	\$ 145,000	\$ 1,600,000	\$ 600,000	\$ 1,000,000	\$ 0	\$ 0
22 General Improvements to Oil Dock 6	UD	250,000	50,000	200,000	200,000	0	0	0
23 Hoist Foundation, Gangway Support & Escape Route at Oil Docks 4	NP	1,810,000	0	1,810,000	0	210,000	1,600,000	0
24 Hoist Foundation, Gangway Support & Escape Route at Oil Docks 7	NP	1,700,000	80,000	1,620,000	250,000	1,370,000	0	0
25 Improvements to Fire Protection Systems at Oil Docks 4, 7, 11	UD	630,000	50,000	580,000	580,000	0	0	0
26 Oil Dock 9 Breasting Structure Replacement	NP	350,000	0	350,000	350,000	0	0	0
27 Replace Dock House at OD 10	UC	700,000	350,000	350,000	350,000	0	0	0
28 Ventilation Improvements to Dock Houses at Public Oil Docks	NP	250,000	0	250,000	100,000	150,000	0	0
29 Viola Barge Basin Bulkhead Addition	NP	1,000,000	0	1,000,000	100,000	900,000	0	0
		8,435,000	675,000	7,760,000	2,530,000	3,630,000	1,600,000	0
Dry Cargo Docks								
30 General Improvements to Cargo Dock 9 Transfer Facility	NP	1,600,000	10,000	1,590,000	1,200,000	390,000	0	0
		1,600,000	10,000	1,590,000	1,200,000	390,000	0	0
Bulk Terminal								
31 Bulk Terminal Guard Station	UD	120,000	20,000	100,000	100,000	0	0	0
32 Bulk Terminal Office Improvements	UC	452,500	80,000	372,500	372,500	0	0	0
33 Bulk Terminal Paving Improvements	NP	800,000	0	800,000	800,000	0	0	0
34 Concrete Paving under Conveyor Belt 2	NP	220,000	0	220,000	220,000	0	0	0
35 Equipment Storage Building	UD	650,000	0	650,000	400,000	250,000	0	0
36 Interim Dust Suppression Equipment on Gantry Crane at Bulk Dock 1	UD	100,000	0	100,000	100,000	0	0	0
37 New Operator's Cab at Gantry Crane	UD	475,000	50,000	425,000	425,000	0	0	0
38 New PLC's and HMI for Shiploader at Bulk Dock 2	NP	150,000	0	150,000	150,000	0	0	0
39 Public Storage Pad Upgrades	UD	800,000	50,000	750,000	750,000	0	0	0
40 Storm Water System Quality Improvements - Bulk Terminal - Phase I	UD	3,118,553	399,994	2,718,559	1,350,000	1,368,559	0	0
41 Storm Water System Quality Improvements - Bulk Terminal - Phase II	UD	6,451,639	0	6,451,639	350,000	1,150,000	2,573,454	2,378,185
42 Water Spray Equipment for Dust Control	UD	275,000	75,000	200,000	200,000	0	0	0
		13,612,692	674,994	12,937,698	5,217,500	2,768,559	2,573,454	2,378,185
La Quinta								
42 La Quinta Terminal Mitigation - Aquatic Habitat - Phase 1	UC	2,248,455	1,955,955	292,500	142,500	30,000	30,000	90,000
44 La Quinta Terminal Mitigation - Aquatic Habitat - Phase 2	UC	3,185,000	100,000	3,085,000	2,935,000	30,000	30,000	90,000
45 La Quinta Terminal Mitigation - Upland Buffer Area	UD	4,040,000	170,000	3,870,000	500,000	1,100,000	1,670,000	600,000
46 Construction of 8 inch Waterline at La Quinta Property	UD	385,000	35,000	350,000	350,000	0	0	0
47 Construction of Acceleration & Deceleration Lanes at La Quinta Terminal Entrance	NP	160,000	0	160,000	160,000	0	0	0
		10,018,455	2,260,955	7,757,500	4,087,500	1,160,000	1,730,000	780,000
Canals and Basins								
48 Increase DMPA Capacity for Federal, PCCA and Third Party Use**	NP	3,793,333	0	3,793,333	100,000	3,693,333	0	0
49 New Access Road to Good Hope DMPA	UD	390,000	30,000	360,000	360,000	0	0	0
50 Relocation of Suntide DMPA Drainage to Viola Turning Basin	UD	215,000	30,000	185,000	0	185,000	0	0
51 Rincon B Mitigation Design, Construction and Monitoring	UD	795,000	15,000	780,000	300,000	400,000	20,000	60,000
52 Shoreline Revetment West of Bulk Dock 2	NP	300,000	0	300,000	300,000	0	0	0
		5,493,333	75,000	5,418,333	1,060,000	4,278,333	20,000	60,000
Railroads								
53 Purchase and Installation of AEI Readers	UC	\$ 460,000	\$ 50,000	\$ 410,000	\$ 410,000	\$ 0	\$ 0	\$ 0
		460,000	50,000	410,000	410,000	0	0	0

Bond Project

**Port of Corpus Christi Authority
Three Year Capital Project Expenditures Budget
For the Years Ending December 31, 2016, 2017 and 2018**

Project Title	Project Status	Total Project Cost Estimate	Estimated Expenditures to Date	Estimated Cost to Complete	2016	2017	2018	Out Years
Property and Buildings								
54 Storm Water System Quality Improvements - Maintenance Facility	UD	256,033	56,033	200,000	200,000	0	0	0
55 CNG Infrastructure *	NP	1,500,000	0	1,500,000	100,000	1,400,000	0	0
56 New Port Office Building	UD	17,950,000	150,000	17,800,000	500,000	11,000,000	6,300,000	0
57 Construction of Additional Lane & Security Gate at Avenue F	NP	550,000	0	550,000	50,000	500,000	0	0
58 Extension and Paving of North Bank Oil Dock Service Road	NP	700,000	0	700,000	200,000	500,000	0	0
59 Indian Point Mitigation Reserve-Conceptual Design & Permitting	UD	275,000	75,000	200,000	50,000	150,000	0	0
60 Installation of Storm Water Filter Systems	NP	200,000	0	200,000	200,000	0	0	0
61 Joe Fulton Corridor Bike Path Extension(80/20)**	NP	323,305	0	323,305	323,305	0	0	0
62 Joe Fulton Corridor Waterline Extension	NP	2,593,000	126,000	2,467,000	2,467,000	0	0	0
63 New Outfall at North Side Open Storage Area	NP	350,000	0	350,000	150,000	200,000	0	0
64 Reconstruction of Sam Rankin Road(24/76) **	UD	2,140,000	160,000	1,980,000	1,980,000	0	0	0
65 Security Command Center Expansion Project	NP	5,300,000	0	5,300,000	300,000	5,000,000	0	0
66 Storm Water Drainage Improvements at Public Fishing Areas	NP	50,000	0	50,000	50,000	0	0	0
67 Truck Queuing Area Study	NP	50,000	0	50,000	50,000	0	0	0
		32,237,338	567,033	31,670,305	6,620,305	18,750,000	6,300,000	0
Total Supporting Infrastructure Projects		71,856,818	4,312,982	67,543,836	21,125,305	30,976,892	12,223,454	3,218,185

Other Projects								
Bulk Terminal								
68 Purchase New Digging Bucket for Gantry Crane	UD	180,000	0	180,000	180,000	0	0	0
		180,000	0	180,000	180,000	0	0	0
Conference Center								
69 Chiller Replacement at Ortiz Center	UD	310,000	40,000	270,000	270,000	0	0	0
		310,000	40,000	270,000	270,000	0	0	0
Administration								
70 EMS Recording Software	UC	168,530	38,530	130,000	130,000	0	0	0
71 VOIP Phone System	NP	230,000	0	230,000	230,000	*	0	0
72 Network Replacement-PD/Security	NP	320,000	0	320,000	320,000	*	0	0
73 Video Management System-PD/Security	NP	800,000	0	800,000	0	*	800,000	0
74 Security Radar-PD/Security	NP	500,000	0	500,000	0	*	500,000	0
75 SAN/VM Servers	NP	160,000	0	160,000	160,000	*	0	0
76 Colocation Hardware/Software	NP	185,000	0	185,000	185,000	*	0	0
77 Upgrade Port's Navigation System	NP	100,000	0	100,000	100,000	*	0	0
78 VTIS	NP	750,000	0	750,000	0	*	750,000	0
79 Capital Management System	NP	150,000	0	150,000	0	*	150,000	0
80 Data Warehouse/Dashboards	NP	100,000	0	100,000	0	*	100,000	0
81 Klein Property Management System	NP	35,000	0	35,000	35,000	*	0	0
82 Klein Common Operating System	NP	50,000	0	50,000	50,000	*	0	0
83 J D Edwards	NP	400,000	0	400,000	0	*	400,000	0
84 Storage Upgrade(Existing VNX)	NP	40,000	0	40,000	40,000	*	0	0
85 Wireless System Upgrade	NP	40,000	0	40,000	40,000	*	0	0
86 SolarWinds Network/Service Monitoring	NP	30,000	0	30,000	30,000	*	0	0
87 Cisco Switch at Ortiz Center(Internet Extension)	NP	6,000	0	6,000	6,000	*	0	0
88 Fiber Optic Equipment	NP	35,000	0	35,000	35,000	*	0	0
		4,099,530	38,530	4,061,000	1,361,000	2,700,000	0	0

**Port of Corpus Christi Authority
Three Year Capital Project Expenditures Budget
For the Years Ending December 31, 2016, 2017 and 2018**

Project Title	Project Status	Total Project Cost Estimate	Estimated Expenditures to Date	Estimated Cost to Complete	2016	2017	2018	Out Years
Port Operations								
89 Purchase of Equipment-2015	UC	750,000	685,000	65,000	65,000	*	0	0
90 Purchase of Equipment-2016	NP	525,000	0	525,000	525,000	*	0	0
91 Purchase of Vehicles-2016	NP	496,000	0	496,000	496,000	*	0	0
		1,771,000	685,000	1,086,000	1,086,000		0	0
Total Other Projects		6,360,530	763,530	5,597,000	2,897,000		2,700,000	0

Land Acquisition								
Property and Buildings								
92 Purchase of Land	NP	39,000,000	0	39,000,000	25,000,000		12,000,000	2,000,000
		39,000,000	0	39,000,000	25,000,000		12,000,000	2,000,000
Total Land Acquisition		39,000,000	0	39,000,000	25,000,000		12,000,000	2,000,000
Total Capital Expenditures		\$525,530,869	\$95,603,812	\$429,927,057	\$109,508,626	\$105,179,292	\$61,023,454	\$154,215,685
Less: Federal/State/Local Grant Funding **		(19,136,154)	(237,975)	(18,898,179)	(15,555,859)	(3,342,320)	0	0
Total Capital Expenditures - Port Funded		\$506,394,715	\$95,365,837	\$411,028,878	\$93,952,767	\$101,836,972	\$61,023,454	\$154,215,685

Port of Corpus Christi Authority
Cash Position
2016

* - Cash Reserve Funds as of July 31, 2015		
** - Remaining 5 months net income, depreciation & capital projects on a 2015 annualized basis	2015	2016
Total Cash Reserve Funds Available, Beginning of Period *	\$ 246,808,118	\$ 241,678,926
Less Non-discretionary Funds:		
Operating Reserve	(29,000,000)	(30,000,000)
Contingency Reserve	(10,000,000)	(10,000,000)
Self Insurance Reserve	(5,000,000)	(5,000,000)
Debt Service Reserve	(8,503,096)	(8,503,096)
Total Non-discretionary Funds	(52,503,096)	(53,503,096)
Discretionary Reserves Available, Beginning of Period *	194,305,022	188,175,830
Sources:		
Net Income **	13,391,513	27,064,912
Add: Depreciation **	5,799,295	13,881,831
Operating Cashflow	19,190,808	40,946,743
Grant Proceeds/Contributions	-	15,555,859
Additional Borrowing	-	-
Total Sources	19,190,808	56,502,602
Total Available Resources	213,495,830	244,678,432
Uses:		
Capital Projects: **	(24,320,000)	
Strategic Projects	-	(37,550,000)
Channel Projects	-	(20,525,000)
Security Grant Projects	-	(2,411,321)
Supporting Infrastructure Projects	-	(21,125,305)
Land Acquisition	-	(25,000,000)
Other Projects	-	(2,897,000)
Total Capital Projects	(24,320,000)	(109,508,626)
Principal Debt Service	-	(4,360,000)
Total Uses	(24,320,000)	(113,868,626)
Net Source(Use) of Discretionary Reserves	(5,129,192)	(57,366,024)
Discretionary Reserves Available, End of Period	\$ 189,175,830	\$ 130,809,806

Port of Corpus Christi Authority
Cash Position
2016 - 2018

	2016	2017	2018
Total Cash Reserve Funds Available, Beginning of Period	\$ 241,678,926	\$ 184,312,902	\$ 127,652,663
Less Non-discretionary Funds:			
Operating Reserve	(30,000,000)	(26,000,000)	(29,000,000)
Contingency Reserve	(10,000,000)	(10,000,000)	(10,000,000)
Self Insurance Reserve	(5,000,000)	(5,000,000)	(5,000,000)
Debt Service Reserve	(8,503,096)	(8,503,096)	(8,503,096)
Total Non-discretionary Funds	(53,503,096)	(49,503,096)	(52,503,096)
Discretionary Reserves Available, Beginning of Period	188,175,830	134,809,806	75,149,567
Sources:			
Net Income	27,064,912	35,412,265	39,790,428
Add: Depreciation	13,881,831	14,159,468	14,442,657
Operating Cashflow	40,946,743	49,571,733	54,233,085
Grant Proceeds/Contributions	15,555,859	3,342,320	-
Additional Borrowing	-	-	-
Total Sources	56,502,602	52,914,053	54,233,085
Total Available Resources	244,678,432	187,723,859	129,382,652
Uses:			
Capital Projects:			
Strategic Projects	(37,550,000)	(41,650,000)	(36,800,000)
Channel Projects	(20,525,000)	(17,540,000)	(10,000,000)
Security Grant Projects	(2,411,321)	(312,400)	-
Supporting Infrastructure Projects	(21,125,305)	(30,976,892)	(12,223,454)
Land Acquisition	(25,000,000)	(12,000,000)	(2,000,000)
Other Projects	(2,897,000)	(2,700,000)	-
Total Capital Projects	(109,508,626)	(105,179,292)	(61,023,454)
Principal Debt Service	(4,360,000)	(4,395,000)	(4,450,000)
Total Uses	(113,868,626)	(109,574,292)	(65,473,454)
Net Source(Use) of Discretionary Reserves	(57,366,024)	(56,660,239)	(11,240,369)
Discretionary Reserves Available, End of Period	\$ 130,809,806	\$ 78,149,567	\$ 63,909,198



AGENDA MEMORANDUM
for the Port Commission Meeting of
December 15, 2015

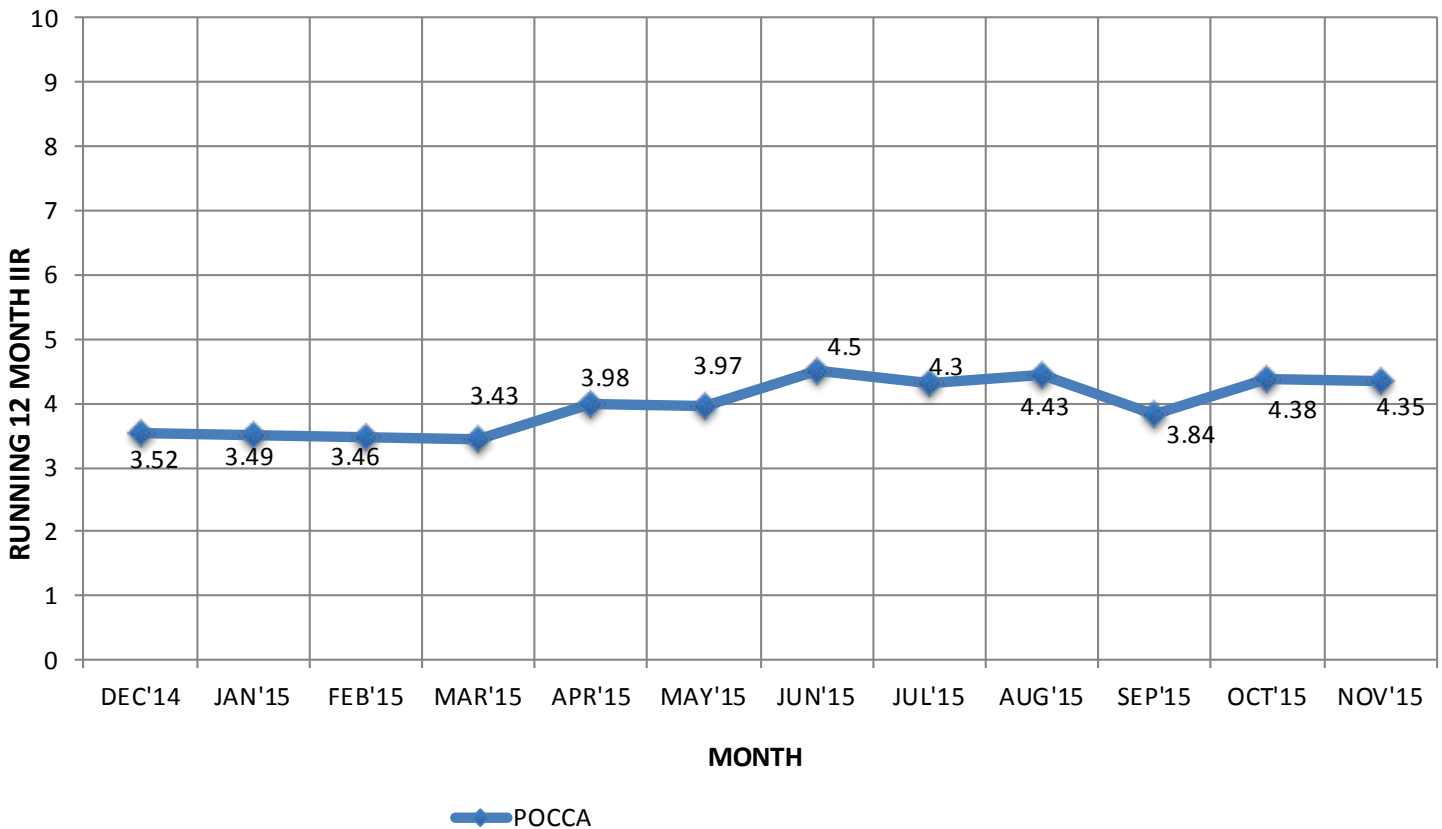
DATE: December 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 25

EXECUTIVE DIRECTOR'S REPORT

**12 MONTH AVG
Total Recordable Incident Rate (TRIR)**





Port of Corpus Christi Authority

Monthly Safety Data Report

November 2015

PORTCORPUSCHRISTI										
	POCCA Employees		BMD		Maintenance		PD		Admin. & Annex	
	Total		Personnel		Personnel		Personnel		Personnel	
Safety	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Number of Employees	201		21		42		54		84	
Hours Worked	30,684	333,738	3,561	40,401	6,185	59,335	8,546	82,692	12,392	121,004
First Aid Cases	1	21	0	5	1	8	0	3	0	1
Recordable Injuries	1	8	0	1	0	1	0	3	1	1
Recordable Illnesses	0	0	0	0	0	0	0	0	0	0
Lost Time Cases	0	1	0	0	0	0	0	1	0	0
Number of Days Lost	0	0	0	0	0	0	0	0	0	0
Restricted Cases	0	0	0	0	0	0	0	0	0	0
Number of Days Restricted	0	0	0	0	0	0	0	0	0	0
TOTAL RECORDABLES	1	8	0	1	0	1	0	3	1	1
INCIDENT RATE (YTD)		4.79		4.95		3.37		7.26		1.65
Types of Injuries										
Slips/Trips/Falls	0	8	0	1	0	2	0	2	0	1
Struck By	1	4	0	2	1	2	0	0	0	0
Strains/Sprains	1	6	0	1	0	1	0	1	1	1
Cuts/Lacerations/Punctures	0	3	0	1	0	2	0	0	0	0
Back Injuries	0	1	0	0	0	0	0	0	0	0
Heat Stress	0	1	0	0	0	1	0	0	0	0
Insect Bites	0	0	0	0	0	0	0	1	0	0
Other	0	1		0	0	0	0	1	0	0
TOTAL	2	24	0	5	1	8	0	5	1	2
Days Since Last Lost Time Case	Hours Since Last Lost Time Case		Days Since Last Recordable Injury/Illness			Hours Since Last Recordable Injury/Illness				
48	384		11			88				
Date of Last Lost Time Case	Date of Last Recordable		12 Month Rolling Average							
Wednesday, October 14, 2015	Friday, November 20, 2015		December 2014 - November 2015:				367,133	Hours Worked		
				Total Recordable Incident Rate (TRIR):			4.35			

2015 Injuries										
Location	DATE	FIRST AID	RECORDABLE	RES. DUTY	LOST TIME	DAYS LOST	2015 Types of Injuries			
P	1/6/2015		Strain/Sprain	X	X	40	Slips/Trips/Falls	8	32%	
M	1/8/2015	Slips/Trips/Falls					Struck By	4	16%	
P	1/21/2015	Slips/Trips/Falls					Strain/Sprain	6	24%	
B	1/31/2015	Strain/Sprain					Cuts/Lacerations/Punctures	3	12%	
B	2/12/2015	Struck by (pinch)					Back Injuries	1	4%	
P	2/12/2015		Strain/Sprain		X	77	Heat Stress	1	4%	
M	4/6/2015	Struck by					Insect Bites	1	4%	
M	4/7/2015	Strain/Sprain					Other	1	4%	
P	4/8/2015	Slips/Trips/Falls					TOTALS	25		
M	4/23/2015	Cut								
B	4/24/2015		Insect Bite							
B	5/5/2015	Slips/Trips/Falls					2015 Location of Injuries			
B	6/4/2015	Struck by					Maintenance (M)	10	40%	
M	6/9/2015		Cut				Police Department (P)	6	24%	
M	6/18/2015	Slips/Trips/Falls					Bulk Terminal (B)	6	24%	
P	7/1/2015	Other (exposure)					Admin & Annex (A)	3	12%	
B	8/13/2015	Cut					TOTALS	25		
A	8/19/2015	Slips/Trips/Falls								
M	8/25/2015	Heat Stress								
P	8/26/2015		Slips/Trips/Falls	X	X	85				
M	8/26/2015	Slips/Trips/Falls								
M	10/14/2015		Back Injury	X	X	47				
A	10/26/2015		Strain/Sprain							
M	11/12/2015	Struck by								
A	11/20/2015		Strain/Sprain	X						
TOTALS		17	8	4	4	249				
25		Total Injuries								
68%		of Injuries were First Aid Cases								
32%		of Injuries were Recordable per OSHA 29 CFR 1904.7(b)(1)								
249		Total Lost Days								
16%		of Injuries were Lost Time Cases								
62.25		Average of Lost Days per Lost Time Case								



SAFETY COMMUNICATIONS

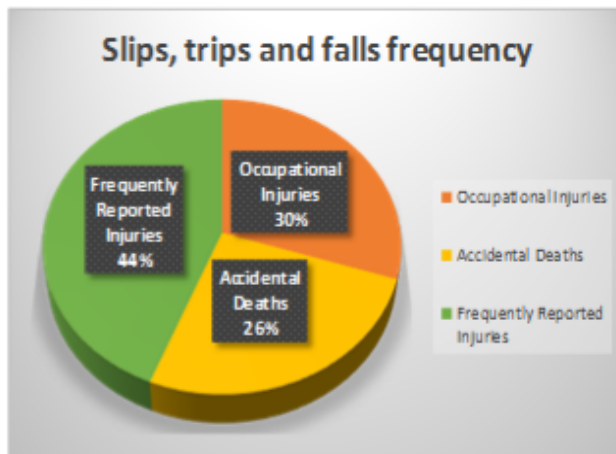


PORT CORPUS CHRISTI™



Slips, Trips and Falls

The truth about slips, trips and falls is they can happen anywhere in your operation. It can result in falls, possibly disability or death. The cost to the employer and the employee can be substantial. The employee could lose out on full wages, out of pocket expenses, pain, temporary disability, depression or even death.



Most if not all of these injuries are preventable by observing what surrounds our work area. Safety should be a priority to avoid getting injured on the job. A simple mistake of being rushed to get out of work or hurry and get the task done can make us lose focus on the importance of Safety. Good house-keeping, safe walking practices and reporting hazards are the correct way of preventing injury to you and anyone else.

Safety Incentive

First 10 employees to call, text or email the Safety Manager with what the employee could lose out on will have their name put into a drawing for a safety incentive. Please be sure to include YOUR NAME!!

Did You KNOW? WINNER!

Janie Galvan

Port TRIR: 4.38
2015 Injuries:
Slips/Trips/Falls = 8
Struck By = 4
Strain/Sprain = 5
Cuts/Lacerations = 3

Picture This!



Safety Suggestions

- Engineering to contract work to add stairs and hand rail to Water Street access behind Admin building.
Status: 100% Design/Bid to be completed by 11/20/15
- H2S personal and area monitors.
Status: In process
- Clean cracks (in cement and pavement) of grass and dirt and seal to prevent having to weed-eat area.
Status: In process of using filler to fix the issue.
- Bee Trap @ CD9 warning label needs to be properly displayed.
Status: Complete
- Color code all electrical, extension and power cords on tools every quarter.
Status: 75% Complete
- Require all construction contractors awarded a contract to submit a safety plan prior to starting work.
Status: In process
- Install a Lock Out/Tag Out box with tags and locks in the gantry & ship loader as well as all electrical areas.
Status: Complete

How successful and effective has our Safety Suggestion box been?

- The water fountains are checked monthly to prevent overflowing.
- The addition of stairs outside Admin building is out for bid.
- Staircase in Admin building is scheduled for monthly maintenance.
- We have added grounding wire at the fueling station in Maintenance
- All snake kits were removed as they were not necessary for our Port.
- Dielectric testing was done for mobile electrical equipment
- We have replaced rubber mats with absorbent mats
- The spots of asphalt in parking lot were repaired
- We added GFCI to outlets for hot water heaters.
- Bee traps all have new labels to identify them clearly
- Lock out Tag out boxes have been added in new locations
- We have color coded all electrical wires.
- We widened the back sidewalk and put anti-skid on steps.

Safety begins with YOU! Continue to make a difference!

COMMUNITY RELATIONS

Internal Events/Meetings

- Meeting with Wes Hoskins, John LaRue and Dennis
- Humberto Almaraz: Toby Globy Eco Systems
- Discussion on Industrial Districts and how it impacts our clients- Jarl's office
- EMS Internal Audit
- 2016 Port Directory
- Mastermind meeting to discuss Tree for All (Liz Cantu)

Community events/meetings/sponsorships

- Texas State Comptroller Glenn Hegar at Ortiz Center
- Jim Gray- Ingleside City Manager (discussion on Industrial District Agreements with Kiewit Offshore Services, Koch Gathering Systems, Inc. and tax abatement agreement between the City of Ingleside and Occidental Petroleum Corporation)
- Mayor's Interagency Breakfast hosted by NAS-CC/ CCAD
- Dr. Gilda Ramirez-Westside Business Association (WBA)
- City of Corpus Christi Council- meeting
- CITGO Partnership Appreciation Breakfast – Art Museum of South Texas
- 23rd Annual YWCA Yuletide Luncheon and Market (sponsorship)
- City of Corpus Christi Council Meeting- City Hall
- Corpus Christi Hispanic Chamber Executive Board- Hispanic Chamber Office
- Ingleside City Chambers- meeting
- Corpus Christi Caller-Times Hispanic Advisory Board
- Corpus Christi Hispanic Chamber of Commerce- meeting
- Port Industries Survey Breakfast- Omni Corpus Christi Hotel
- WBA El Gran Baile Committee- meeting at SBDC
- Art Museum Gala 2015 (sponsorship)
- WBA-"El Gran Baile" (sponsorship)
- Port Update with Councilwoman Colleen McIntyre and Nelda Olivo
- Del Mar College Foundation Board of Trustee quarterly meeting
- Hispanic Chamber Executive Board Meeting- Chamber's office
- Chambers merger meeting
- Associated General Contractors Port Tour
- Workforce Solutions of the Coastal Bend Board meeting
- Ingleside by the Bay- City Council Meeting
- Nueces County Commissioners Court meeting
- Corpus Christi Medical Center Board of Trustees conference call

- Existing Leases- Port Aransas Mayor Mayor Keith McMullin, City Manager David Parsons and Port Staff
- CITGO meeting with Larry Elizondo and Lisa Hinojosa
- Texas A&M Kingsville- Internship Program with Sandra Terrell-Davis, Monica Eureste, Liz Cantu, Dr. Dolores Guerrero, Dr. Steven Tallent and Dr. Heidi Anderson
- Gabe Guerra- Merger meeting
- Jorge Canavati and Mexican Deputy Consul Jose Larios Ponce
- Susana Martinez, Small Business Development Center
- Libby Avert, Corpus Christi Caller -Times meeting
- Ingleside City Council meeting
- Gabe Guerra, Chamber merger discussions
- Terry Mills and Reverend Claude Axel, NAACP
- Dr. Gilda Ramirez, Carmen Arias, Pete Anaya and Ben Molina-WBA
- Kristina Leal, Mayor's Chief of Staff
- Boys and Girls Club Board of Directors Meeting-Liz Cantu
- Christus-Spohn-Dr. Hector D. Garcia Memorial Family Health Center groundbreaking

COMMUNICATIONS

November Staff & Employee Events:

- AAPA Latin America
- AAPA Annual Convention
- 2016 Marketing Plan and Creative
- A Tree For All
- Various PMOP Positive Engagement Campaign meetings
- Various Budget planning meetings
- Port Commission Mtg.
- CVB monthly meeting
- VCS Board Meeting
- Planning of annual Port Users Holiday Reception

Multimedia Coverage for November:

- NEW MEDIA MARKETING MANAGEMENT
 - PortOfCorpusChristi.com
 - Our Broadcasts/SEACASTS news feed stories are original content; written to inspire organic growth with search engines.
 1. [NuStar Energy posts increase in net income](#)
 2. [500 ton ship-loader arrives at La Quinta Trade Gateway](#)

- Website Analytics (November 1 – 30, 2015)

- 11,552 Sessions
- 23,482 Page Views
- 6,014 Unique Users

- User Profiles

Country	Sessions	% Sessions
1. United States	10,322	89.35%
2. Mexico	122	1.06%
3. India	92	0.80%
4. United Kingdom	91	0.79%
5. Chile	59	0.51%
6. Russia	57	0.49%

- Top Traffic Sources

Source	Sessions	%New Sessions
1. Organic Search	5,657	50.27%
2. Direct	4,462	31.62%
3. Referral	927	41.10%
4. Email	273	84.98%
5. Social	206	66.99%

- Social Media – (November 1 – 30, 2015)
 - Facebook
 - 3,423 Likes
 - 12 New Likes
 - 15,834 Total Reach
 - 15,834 Organic Reach
 - Twitter
 - 1,195 Followers
 - 38 New Followers
 - 8,374 Impressions (Organic)
- PHOTO | VIDEO | DOCUMENTARY
 - Inner Harbor Operations
 - voestalpine vessel
 - Employee Portraits
 - Military Offload Ops
 - Wind Cargo
 - Kids at Aquarium port sponsored event
- MEDIA, MARKETER, COMMUNITY AND PUBLIC RELATIONS
 - Coordinate shoot for Discovery TV with voestalpine
 - Escort photographer for Bloomberg
 - Escort Caller Photographer
 - Coordinate November Our Port newsletter
 - Presentations for Hawley, Pedersen, LaRue & Strawbridge
- MEDIA ADVISORIES/PRESS RELEASES
 - [The 18th Annual “A Tree for All” Kicks off the Holiday Season](#)
- MEDIA MENTIONS/WEB STORIES (November 1 – 30, 2015)
 - 23 (See attached PortCCNews11_2015)

Marketing – MDR:

NOVEMBER was heavy planning time for 2016. MDR worked on the 2016 media plan for business-to-business marketing. Starting negotiations early and preparing yearly buys helps secure the lowest rates and added value throughout the year. This coming year, we're planning on running more digital ads, with a click tag to track and report the success of each ad placement. This will help us optimize the ad placements, and weigh in on added value from media partners to enhance delivery on our goals.

November 2015 /Media Editorial/ Focus Ad Content

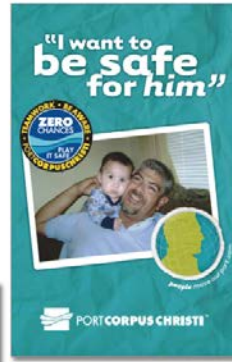
- *American Journal of Transportation*/ Breakbulk Quarterly/ Need a lift?
- *Mexico Energy* Various TBD
- *Todo Logística*/ Guía Logística /Su Puerto en Texas.
- *Seatrade* /*Global Mexico Report* /The Port of the Lone Star State.
- *SHALE Magazine* /Various/ Bigger. Better. Booming.
- AAPA/ Online Homepage Banner/ The Port of the Lone Star State.
- *America Economia* /eNewsletter Banner /Su Puerto en Texas.
- AJOT.com /Run of Site Banner/ Ready for the big haul.
- Breakbulk.com /Run of Site Banner/ Take a load off.
- ExpansionSolutionsMagazine.com/ Homepage Banner/ South Texas: Join the Boom.
- GlobalTrade.com/ Box Ad /The Port of the Lone Star State.
- Global Trade/ eNewsletter Banner/ The Port of the Lone Star State.
- InboundLogistics.com/ Homepage Banner /The Port of the Lone Star State.
- InboundLogistics.com.mx/ Homepage Banner/ Su Puerto en Texas.
- T21.com.mx/ Homepage Banner/ Mejoramos su cadena logística

December 2015/ Media Editorial /Focus Ad Content

- *Dry Cargo International* Dry Cargo Directory/ Stop, Drop & Store
- *Expansion Solutions Magazine*/ Award Winners /Bigger. Better. Booming.
- *Global Trade Magazine* /Why we love these Ports /Big on Relationships.
- *T21 Revista*/ Various/ Su Puerto en Texas.
- *Todo Logística*/ Various/ Su Puerto en Texas.
- AAPA Online/ Homepage Banner/ The Port of the Lone Star State.
- *America Economia* /eNewsletter Banner /Su Puerto en Texas.
- AJOT.com/ Run of Site Banner /Ready for the big haul.
- Breakbulk.com/ Run of Site Banner/ Take a load off.
- CentralAmericaData.com /Transportation & Logistics /Su Puerto en Texas.
- ExpansionSolutionsMagazine.com/ Homepage Banner /South Texas: Join the Boom.
- GlobalTrade.com /Box Ad /The Port of the Lone Star State.
- T21.com.mx /Homepage Banner/ Mejoramos su cadena logística.

Current Marketing Developments

- 2016 Media
- 2016 Creative
- Print/Digital Ads
- Account Advising
- People Move Our Port Campaign
- Safety Posters
- Safety Briefings for Admin Bldgs.
- 90th Anniversary Planning
- Bulletin Boards
- AAPA Environment Committee Save the Date



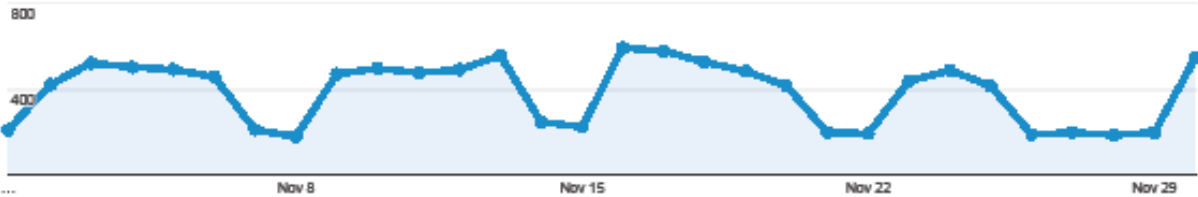
Audience Overview

Nov 1, 2015 - Nov 30, 2015



Overview

Sessions



Sessions

11,552



Users

6,014



Pageviews

23,482



Pages / Session

2.03



Avg. Session Duration

00:02:35



Bounce Rate

58.00%

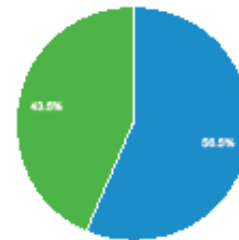


% New Sessions

43.49%



Returning Visitor New Visitor



Country		Sessions	% Sessions
1.	United States	10,322	89.35%
2.	Mexico	122	1.06%
3.	India	92	0.80%
4.	United Kingdom	91	0.79%
5.	Chile	59	0.51%
6.	Russia	57	0.49%
7.	Canada	53	0.46%
8.	Colombia	46	0.40%
9.	Peru	45	0.39%
10.	China	34	0.29%

<div><div>PORTCORPUSCHRISTI</div></div>							
Event Tracker: November							
Commission	Sponsorship	Travel	International				
Start Date	Event/ organization	Time	Location	Representatives	Event Type	Purpose	End date
November 1, 2014							
November 2, 2014	CC Chamber: Glenn Hagler on TX Economy			Select Staff	Community Sponsorship	PR	
November 3, 2014	TAMUCC Athletic Luncheon			Select Staff	Community Sponsorship	PR	
November 3, 2015	Hawley speaks at TAMUK			Commissioner, Communications	Tours/ presentations	PR	
November 3, 2015	Mayor's Interagency Breakfast			Senior staff	Meeting	Port	
November 4, 2014	Magellan Crude Advisory			Commercial	Meeting	Port	November 5, 2015
November 5, 2014	Wellness Breakfast		Ortiz	All Staff		Port	
November 6, 2014	YWCA Yuletide			Select Staff	Community Sponsorship	PR	
November 6, 2015	APLA Matin America		Cancun, Mexico	Commercial	Conference	BD	November 10, 2015
November 8, 2014							
November 9, 2014							
November 10, 2014	Employee State of the Port		Ortiz	All Staff	Tours/ Presentations	Port	
November 10, 2015	USO Tail & Ale			Select Staff	Community Sponsorship	PR	
November 11, 2014							
November 12, 2014	Art Museum 2015 Gala			Select Staff	Community Sponsorship	PR	
November 12, 2014							
November 13, 2014							
November 14, 2014	CC Parks & Red Fundraiser			Select Staff	Community Sponsorship	PR	
November 14, 2015	WBA Grand Ball			Select Staff	Community Sponsorship	PR	
November 15, 2014							
November 16, 2014							
November 17, 2015	commission meeting		Ortiz	All Staff		Port	
November 17, 2014	Crude by Water		Houston	Business Dev.			
November 18, 2014	APF: Shaping the Future of Philanthropy		Ortiz	Select Staff	Community Sponsorship	PR	
November 18, 2015	Annual PICC Meeting			Select Staff	Meeting	Port	
November 19, 2014	Girls Scouts: Power of the Purse		Ortiz	Select Staff	Community Sponsorship	PR	
November 19, 2015	Metro Ministries: Poor Man's Supper			Select Staff	Community Sponsorship	PR	
November 20, 2014	Thanksgiving Feast						
November 21, 2014	CC Black Chamber			Select Staff	Community Sponsorship	PR	
November 22, 2014							
November 23, 2014	Boy Scouts of America: Award Dinner			Select Staff	Community Sponsorship	PR	
November 23, 2015	Directory Planning Meetings			Communications	Meeting	Port	
November 24, 2014							
November 25, 2014							
November 26, 2014							
November 27, 2014							
November 28, 2014							
November 29, 2014							
November 30, 2015	I-69 Alliance Annual Meeting		Houston	Commissioner, Commercial	Meeting	Port	
November 30, 2014	AAPA		Chile	Cardenas	Conference	BD	

GOVERNMENT AFFAIRS

LOCAL

- Attended PICC Community Survey breakfast.
- Community Relations and Government Affairs met with City Council Member Colleen McIntyre for port update.
- Attended City of Corpus Christi/City Council 2016 budget presentation.

STATE

- Working with executive director regarding Harbor Bridge issues/follow up.
- Various conference calls with Texas Ports Association regarding PAAC, 2016 economic study update, etc.
- Working with consultants to monitor Interim Committee Charges that were released last month.

FEDERAL

- Before leaving for Thanksgiving, Congress passed a two week extension (December 4) for the surface transportation bill. Conferees continue to work out differences for a final long term surface transportation bill.
- Participated in several conference calls with AAPA Government Affairs committee relating to WRRDA provisions. Letters were sent to congressional members asking them to support funding for Energy and Donor ports,
- Working with port staff and consultants regarding pending issues with Corps, OMB delays relating to our Channel Improvement Project.
- Working with congressional offices and consultants to monitor FY 2016 Appropriation bills, FY2017 budget, TIGER grants, WRDA 2016, Harbor Maintenance Trust Fund reform, DERA program, US Coast Guard, Port Security Grant program funding, etc.

Memorandum for Nelda Olivo

Director of Government Affairs, Port of Corpus Christi Authority

From: Brian Yarbrough and Janiece Crenwelge

Date: November 30, 2015

Re: Activities on behalf of Port Corpus Christi during November 2015

November 3: Meeting with Drew DeBerry, Governor Abbott Policy Director regarding Port security issues, Maritime Security Act and Texas gun carry laws. Meeting with Aaron Kocian, Lieutenant Governor Transportation Policy Advisor regarding port security issues; Lt. Governor's announcement to form port task force to examine Panama Canal impact; and Joint House/Senate subcommittee on Texas ports.

November 4: Meeting with Matt Lamon, Chief of Staff for Rep. J.M. Lozano and Grady Dahlberg Committee Clerk for Rep. J.M. Lozano regarding Port issues and House Interim Study charges.

November 5: Communication as requested with Kim Snyder, Scheduler, Office of Governor Greg Abbott to request attendance at Port briefing during a scheduled trip to Corpus Christi.

November 6: Attend and monitor Senate Committee on Natural Resources and Economic Development hearing for issues affecting the Port. Interim Charge #2 Study and make recommendations regarding the use of Texas Emission Reduction Plan (TERP) funds, including reducing air emissions from mobile sources in response to changes in ozone standards. Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

November 9: Attendance at House Transportation Committee hearing, Subcommittee on Long Term Infrastructure Planning relating to transportation revenue planning projections, updates on Texas Mobility funds. Monitor for issues affecting POCCA.

November 9 and 10: Research and review of January 2015 House Natural Resources Committee report relating to the Deepwater Horizon settlement funds directed to Texas. Consultation with the Office of Governor Greg Abbott for current information regarding the disposition plans for British Petroleum settlement funds. Analysis of funding streams under the Oil Pollution Act – National Resources Damage Assessment, National Fish and Wildlife Foundation, and the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies (RESTORE) Act.

November 11: Preparation and transmission of memorandum to John LaRue and Port commissioners regarding the current status of Deepwater Horizon settlement funds.

November 12: Draft, preparation, review, and transmission of requested memorandum regarding the projected 2016-2017 POCCA government affairs work plan. Review, compilation, and index of released interim charges from the House of Representatives and Texas Senate as applicable to Port interests for the same. Finalization and transmittal to Port government affairs staff.

November 13: Review and transmission of Government Accountability Office report: *Maritime Critical Infrastructure Protection: DHS Needs to Enhance Efforts to Address Port Cybersecurity* to John LaRue and Nelda Olivo.

November 14: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

November 20: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

November 23: Consultation with Nelda Olivo regarding changes in senior staff appointments within the Office of Governor Greg Abbott and Lieutenant Governor Dan Patrick and naming of replacements. Assessment of impact to Port.

November 25: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

November 1-30: Conferences with offices of Sen. Hinojosa, Reps. Hunter, Lozano and Herrero, and staffs, regarding port issues. Review of and legal research on legislation enacted by the 84th Texas Legislature of interest to Port of Corpus Christi activities and operations. Weekly transmission of relevant rulemakings and public notices to John LaRue and Nelda Olivo.

BORSKI ASSOCIATES, LLC

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Philadelphia, PA 19137
(215) 327-5600 (Cell)

805 15th Street, N.W.
Suite 1101
Washington, DC 20005
(202) 459-0804 (Office)

MEMO

To: Port of Corpus Christi
From: Borski Associates
Date: December 4, 2015
Re: Monthly Report

FY16 Budget

House, Senate, and White House negotiators are working feverishly to finalize all 11 appropriations bills before the current continuing resolution expires on December 11th. While funding levels are not particularly controversial anymore in light of the recent 2-year budget agreement, many conservatives are pushing for policy riders about Planned Parenthood and Syrian refugees.

We advised on letters to local Members of Congress about fully funding appropriations for donor and energy transfer ports, which was authorized by WRRDA and is subject to the discretion of congressional appropriators.

Surface Transportation Bill

Congress reached an agreement on a 5-year, \$305 billion surface transportation bill that funds highway, transit, and passenger rail programs through FY2020. The bill provides level funding, adjusted for inflation, over 5 years. Included in this bill are the following provisions important to ports:

- Freight program - the bill provides \$6.3 billion in guaranteed funding via formula for state freight projects.
- Surface Transportation Program - the bill increases the amount of funding available to larger metropolitan areas.
- Congestion Mitigation and Air Quality Improvement Program - the bill makes port projects eligible for CMAQ funding, which is distributed to states via formula for air quality improvement projects.

- Nationally Significant Projects - the bill authorizes \$4.5 billion for highway and freight projects that are “nationally significant.” This funding is discretionary, however, and House and Senate appropriators may decide to maintain the TIGER program instead, because it includes a broader eligibility for project funding.

Export Import Bank

Included in the surface transportation bill was a reauthorization of the Export-Import Bank. The bill extends the Bank’s charter until September 30, 2019.

BUSINESS DEVELOPMENT

1. Business Development staff was invited to speak at the Crude-by-Water & Export Crude Conference in Houston. Several prestigious crude oil and energy industry experts presented information on the global crude oil market and provided forecasts for the next five years. In essence, the total crude oil production in the US and Canada is expected to slightly increase in 2016. The producers in the Eagle Ford shale, at \$50 per barrel, still have an IRR of approximately 18%. There was no indications that the ban on export of crude oil would be lifted any time soon. However, Latin American countries are in need of refined products, especially Diesel. It is anticipated that export of refined products will most likely come from Gulf of Mexico ports and PCC is a well-positioned for this trade. While networking at the event, BD staff received interest from a reputable energy company interested in development of a tank storage project at the Port. It was agreed to meet again in January to continue dialogue on this opportunity.
2. BD staff met with an aggregate company seeking to increase their throughput volumes via PCC via rail operations.
3. BD staff continued working closely with M&G and Fagioli with their heavy lift-machinery and general cargoes arriving for the construction of their manufacturing plant. The Port is receiving an average of four project cargo vessels per month.
4. One of the major wind turbine manufacturers visited The Port in November. Their 2016 and 2017 import projections and lay-down area requirements were discussed during this visit. It is anticipated that overall wind cargo volumes in 2016 will almost double as compared to 2015.
5. BD staff has received confirmation, from a logistics provider, indicating that large project cargo components will arrive in December with a direct discharge from vessel to rail and onwards to final destination in northern Mexico.
6. Staff has continued maintenance on Port Tariff 100-A & Bulk Tariff 1-A. The language on Item 667 and its applications has been updated and will be presented for Commissioners' approval next month.

7. Staff attended and participated in the annual APLA Latin American Petrochemical Conference which took place in Mexico. It was attended by 900 delegates, most from the US and the event provided a significant opportunity for networking with major energy and petrochemical companies. We are following up on a lead to receive chemical products from a Mexican Gulf port for shipment by rail cars to final destination.
8. BD staff also received a visit from a company seeking to construct a barite grinding facility within PCC premises. Their estimated investment is \$10 million and they are proposing a ten year lease. They are in the process of seeking their air permits and BD staff has agreed to meet with them again in February.
9. Staff is in contact with an importer of large diameter gas pipes (25 metric tons each piece) interested in moving the cargo through the Port of Corpus Christi. If this materializes, over two hundred thousand tons of gas pipes could arrive in 2016.
10. Dismantling of the cold storage warehouse is 90% complete. Staff met with Port Santa Marta's logistics provider. The vessel to load the components will be arriving on the 7th of December and it is anticipated that it will take three days to complete the loading of all the components.
11. Staff continues to work to expand business opportunities through the manufacturing infrastructure within northern Mexico. BD staff will be meeting with one of the Class I rail road companies serving the Port to coordinate and expand cargo opportunities to and from Mexico.
12. Staff is also currently working with the Colombian Petroleum Organization in coordinating a visit from various petroleum and petrochemical member companies to PCC planned for early next year. The companies are interested in networking with similar companies domiciled within our Port area.
13. Staff met with local pipe manufacturing entity and were told that an average of four thousand tons of raw pipe per month will continue to arrive to PCC in 2016.
14. BD staff is also currently working with a resin exporter to ship, via super-sacs, the commodity to Colombian ports. The margins on this type of cargo are quite small but the plan is to have the resin arrive in bulk via rail, bag it, and send it via vessel to its destination.

ORTIZ CENTER

November was exceptionally busy, exceeding sales goal for the month by over 20%. During the month we also hosted several noteworthy events.

“Moonlight in Gardens” is the annual event for the Botanical Gardens and Spectra has been proud to be the sponsor for the desserts the last couple of years. This year, due to rain and high winds, the gardens were not able to erect the tents at their facility and it looked as though the event may be cancelled. The Spectra Team at the Ortiz Center, in conjunction with the Botanical Gardens staff and volunteers and Butler Signature Events successfully moved this 900 person event from the gardens to the Ortiz Center in less than 32 hours. Even with moving such a large production overnight, it was a magical time for all in attendance.

Once again, we were pleased to welcome back the Art Museum of South Texas Annual Gala featuring The Mavericks, Citgo for their annual 25 Year Service Awards Banquet, the Diocese Catholic Educators Conference, Sembradores de Amistad Gala, and the Nueces County Republican Party featuring Colonel Allen B. West.

We were pleased to welcome the Girl Scouts of Greater South Texas for the “Power of the Purse” event, the Coast Guard Chief Petty Officers Indoctrination, as well as the YWCA Yuletide Market to the Ortiz Center.

As part of our continued commitment to the community, we are pleased to report that the Ortiz Center provided almost \$26,000 in discounts and sponsorships to various non profit and Community Based Organizations this month. The support given by the Ortiz Center assists these wonderful organizations in their ability to generate the resources needed to provide services throughout the Coastal Bend region.

Below are 2014 totals and numbers to-date for 2015 activity.

2014	Guest Attendance	Number of Events	Revenue
January	3,955	36	\$142,352
February	4,911	33	\$114,327
March	4,086	38	\$127,300
1st Quarter	12,952	107	\$383,979
April	6,953	53	\$216,269
May	4,980	42	\$163,023
June	2,878	39	\$128,631
2nd Quarter	14,811	134	\$507,923
July	3,290	44	\$132,152
August	2,147	27	\$82,718
September	3,766	29	\$144,026
3rd Quarter	9,203	100	358,896
October	5,838	50	\$190,869
November	4,121	31	\$233,592
December	3,897	44	\$312,556
4th Quarter	13,856	125	\$737,017
Totals	50,822	466	\$1,987,815

2015	Guest Attendance	Number of Events	Revenue
January	5,113	42	\$216,694
February	2,639	27	\$75,227
March	5,397	40	\$197,604
1st Quarter	13,149	109	\$489,525
April	5,046	53	\$187,262
May	5,727	42	\$187,077
June	4,152	47	\$204,576
2nd Quarter	14,925	142	\$578,915
July	3,511	52	\$165,634
August	2,521	31	\$92,649
September	3,418	30	\$157,647
3rd Quarter	9,450	113	\$415,930
October	4,572	52	\$213,106
November	6,907	56	\$257,904
December			
4th Quarter			
Totals			

HUMAN RESOURCES

GENERAL

There was (1) Pre-Placement Physical Examination along with a drug test conducted.

NEW HIRE

- Danielle Caro, Graduate Engineer

RECRUITMENT

A Surveillance Analyst/Dispatcher position for Port Security was posted.

TRAINING AND DEVELOPMENT

- Attended Texas Driving Concern – Train the Trainer, Austin Texas
- Created and facilitated Distracted Driver Safety Stand-Down Reactive to Driving Incidents
- Reviewed CDL Training Requirement with the Maintenance staff
- Conduct New Hire Orientation with the intent of an formal Onboarding Program for New Hires
- Attend Safety meeting and review safety concerns, provisions, and goals with Safety Committee.
- Training and development opportunities in progress: Dynamic Training Matrix – Professional Development, Health, Safety, and Environment ; Reevaluation of roles and responsibilities of certain position and Succession Planning Performance Management

There were also additional meetings held with staff to discuss:

- Staffing
- Human Relations
- Payroll Administration

**Port of Corpus Christi Authority
Organizational Chart
November 30, 2015**

DEPARTMENTS	Exempt	Non-Exempt	Temporary	Total
Executive Director	2	0	0	2
Director of Government Affairs	1	0	0	1
COO	2	0	0	2
CCO	1	1	0	2
Human Resources	3	3	0	6
Safety	1	1	0	2
Engineering Services	12	3	0	15
Environmental Services	5	1	0	6
Real Estate Services	2	1	0	3
Finance & Admin.	1	1	0	2
Accounting	3	6	0	9
Risk Management	2	0	0	2
Information Tech	13	0	0	13
Business Development	5	0	0	5
Community Relations	2	0	1	3
Communications	3	0	1	4
Operations	3	1	0	4
Maintenance	2	41	0	43
Harbormaster's Office	1	8	0	9
Bulk Handling Facility	3	18	0	21
Security/Police Dept.	4	45	0	49
TOTAL	71	130	2	203

E - EXEMPT

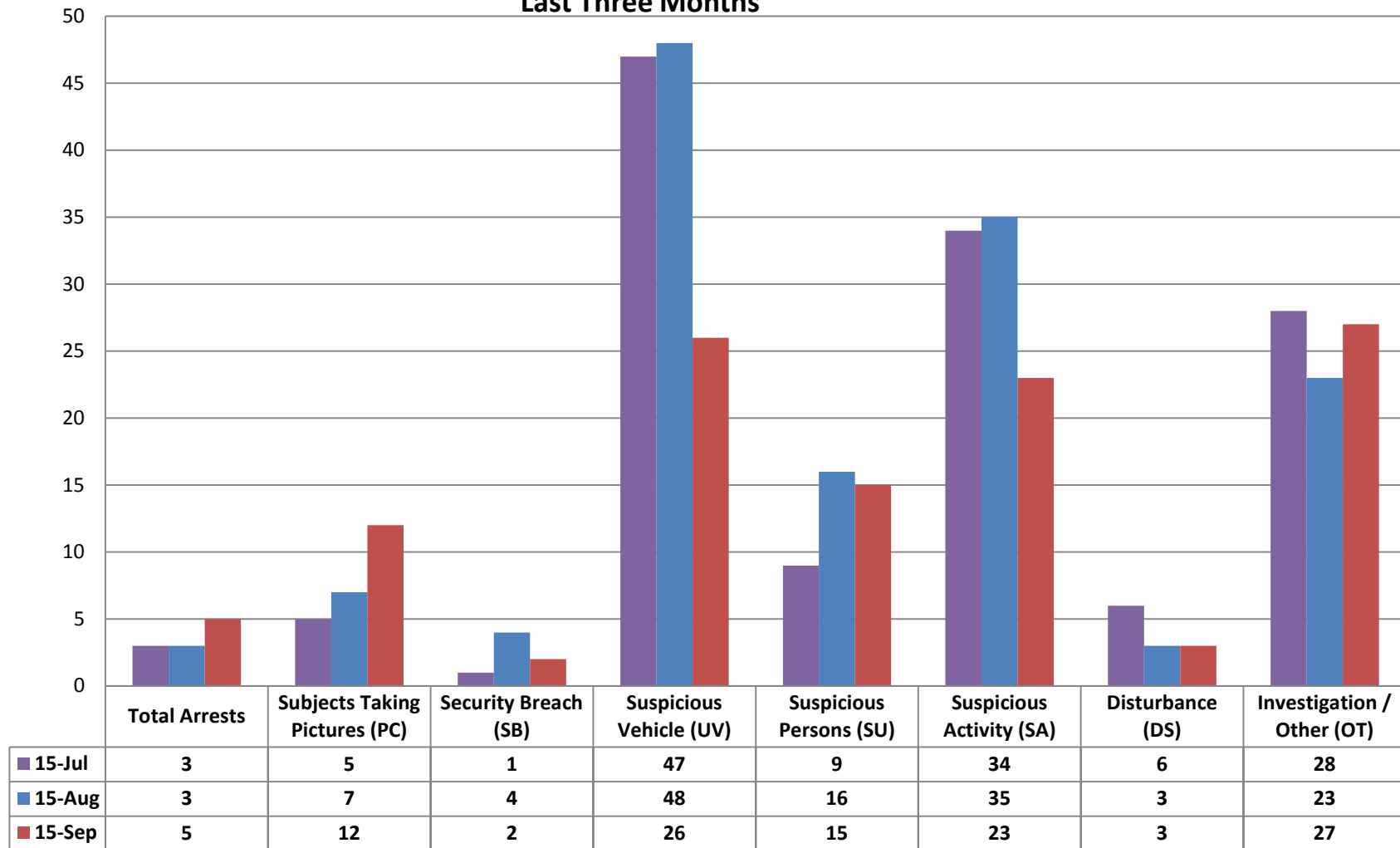
NE - NON-EXEMPT

H - HOURLY

T – TEMPORARIES

SECURITY

**2015 Port Police Calls - PICC
Last Three Months**



OPERATIONS

Port Community Relations

On November 18, 2015 Interim Director of Operations John Pasch, Capt. Eric Giannamore and Officer Craig Gisler led a boat tour with local economic development representatives. It began with a 7:30 a.m. operational and safety brief in the Ops Conference Room.

The following representatives were present:

- Becky McMillon San Pat EDC
- Tommy Kurtz Three County EDC
- Jim Lee Texas A&M Economics Prof and Caller Times columnist
- Mike Kershaw Pilot

We toured the Aids to Navigation in the La Quinta channel and then toured the main ship channel. The trip allowed us to point out current projects such as M&G, Voestalpine, the Tule Lift Bridge foundations, new dock construction and other upcoming projects. Operations hopes to repeat this event periodically, it is a very powerful marketing tool for us!

On November 19, 2015 Coast Guard headquarters contingents on behalf of the US State Department brought a party of 4 Sudanese port officials to learn about Port of Corpus Christi Authority's operations, harbormaster's office and security. They were escorted by the local Sector of US Coast Guard Personnel.



Sudanese Delegation



A Military outload was performed for 2 weeks in November 2015. 220 pieces of equipment were moved.



Eric Battersby, Bulk Terminal Manager is presented with Conservation & Environmental Stewardship Award.

Personnel Status

One employee is on Medical Leave since August 2015.
One employee is on Restricted Duty since October 2015.

HARBORMASTER

Ship Arrivals	Tankers	Freighters	Year to Date Ships
November 2015	112	32	1615
November 2014	91	40	1463

Barge Arrivals	Tank Barges	Freight Barges	Year to Date Barges
November 2015	384	16	5366
November 2014	522	72	6309

Shifting	Tankers	Freighters	Tank Barges	Freight Barges
November 2015	21	3	774	0
November 2014	11	6	905	4

	Average Daily Ship Arrivals	Average Daily Barge Arrivals
2015	4.80	15.20
2014	4.37	19.80

Channel Disruptions

Channel Disruptions	Total Hours	Fog	Wind	Military/Other	Rig
November 2015	36.84	10.67	19.92	3.5	2.7
November 2014	70.973.3	24.67		42.97	

Delays	Inbound Delays	Outbound Delays
November 2015	7	10
November 2014	8	14

BULK TERMINAL

Current Projects

- Replacing three-quarter belt covers with full belt covers 81% complete
- Dust control for all pads and roads
- Preparing for pad resurfacing
- Installing cable tray along CB# 2
- Storm Water MGMT-Working with engineers to develop run-off strategy
- Replacing belt cleaners on Ship Loader Conveyors 30% complete
- Replacing Idlers on Conveyors 63% complete

Activity at Bulk Terminal (short tons)

Railcars

Load rail cars: 51 railcars loaded for a total of 5,787.20 Pet coke

Bulk Dock #1

7,021.05 Rutile Sand

Bulk Dock #2

87,532.51 Pet coke

Pads

128,584.98 Pet coke

18,138.00 Sulfur

YARDS & RAIL

- Rail traffic slow with exception of grain (milo maize/sorghum) picking up at ADM – 3141 revenue railcars in November
- ADM grain looking to have a grain push through 1st quarter 2016 –a unit train per day – thousands of railcars
- Appraisal on two Port locomotives, Gen Set at \$735,000.00 and 65 ton at \$50,000.00 as received. Will submit recommendation to surplus both locomotives
- MOL OPS SDDC set up mobile command center east of Accounting storage trailer, wash area set up on CD 8, steam washers on site, 65 railcars loaded for UPRR outbound
- North Bank storage yard wind components departing by truck no issues
- North Storage yard project cargo and wind cargo departing by trucks no issue, FTZ areas set up for M&G cargo

CARGO DOCKS

- Freezer warehouse dismantling ongoing lay down area next to CD 9 and around freezer getting full – Colombian ship ETA Dec 1st week
- CD 8 - OCEAN GLOBE – military download completed no issues, train loaded ETD 1st week Dec – 14 vessels arrived in November
- CD 9 – 12 vessels arrived in November

MAINTENANCE

Maintenance Department

- Assisted Environmental with cleaning and replacement of filter fabric on storm drains.
- Removed accumulation of sediments from 3 storm drain boxes at the maintenance mechanic grounds.
- Performed preventative maintenance (PM) on vehicles, safe boat and equipment at the maintenance department.
- Performed routine inspection and PM on lights, water outlet.
- Performed ground keeping port wide.
- Over saw janitorial service on all port facilities.

Ortiz Center

- Reseal wall and floor joints in janitor closet, replaced door knob core in janitor closet.
- Remodeled bar and mop room area, rerouted electric outlet and light switch.
- Repaired employee entrance door locking mechanism, inspected kitchen drain lines under dock, cleared kitchen drain line.
- Replaced air handler belts on AHU 5 and 9, attended fire panel training.
- Resolved issue with chilled water actuator on AHU 2 and 5.

Guard House

- Replaced lock at harbor watch, replaced sliding door at Stroman.
- Repaired damages to entrance card reader pole at Viola, replaced window glass at Stroman.
- Replaced lift station electric contactor at Viola, repaired lift station sewer pump at Stroman.

Admin

- Purchased and installed cabinet locks in Sonya office.
- Installed maps in various offices as requested, rekeyed Liz supply room.
- Repaired kitchen drain piping and replaced leaking supply water valve on 3rd floor.
- Monthly test of emergency lights.
- Replaced air handler motor belts on 1st and 3rd floor

Annex

- Serviced ice machines at engineering room and HMO.
- Assisted real estate office with removal of filing cabinets, remodeled IT offices as requested by Bert.
- Diagnosed and repaired full sensors on ice machines at HMO, repaired a/c unit at IT computer room.
- Monthly test of emergency lights, replaced air handler belt on 1st floor.
- Replaced of window glass in Ray office at HMO, Unclogged 1st floor kitchen drain.

Port Security/PD

- Installed electrical conduit to safe boat dock by maintenance dept.
- Replaced lamp fixtures in Chief office, replace a/c condenser fan switch.

BMD

- Replaced circuit board in electrical room a/c, repaired a/c and enclosure on Gantry machine room.

Cargo Dock

- Repaired dock side area lighting at CD 9, monthly potable water outlet flush and inspections.
- Conducted monthly sprinkler inspection and alarm test.
- Repaired rusted fire system drain pipe at CD15, Unclogged restroom drain lines at Transfer shed.
- Relocated Port's float and deck to Turner Storage.
- Fabricated and installed potable water cover at CD 12, repaired restroom sink faucet at CD 14.
- Removed rusted sparkler head and plugged at CD 15 outside awning.
- Reset alarm system at CD 9.

Oil Dock

- Monthly potable water outlet flush and inspections, replaced toilet flush handle at CD 9.
- Replaced thermostat on a/c at OD 4, repaired potable water back flow prevention device at OD 15.
- Inspected and serviced fire monitors at Avery docks, replaced water meter brackets at OD 11.
- Replaced packing on water meter at OD 4, Ordered and replaced ¼" turn valve for fire monitor at OD 2.
- Repaired lift station sewer pump at OD 5.
- Arranged for skid o can to pump holding tanks at Avery point to clear alarm at OD 4 and 7, repaired heater at OD 6.

Fire Boat

- Replaced rod and wheel assembly on gangway, checked operation of engine block heaters.
- Replaced batteries in engine room emergency light all other tested okay.
- Checked operation of high bilge alarm, gathered materials to commence engine oil changed and filter changes.
- Gates, Fence and Roads:
- Removed and repaired gate #25, resurfaced entrance driveway to north side storage yard.
- Applied RSP (recycled asphalt) to fill ruts at Avery point entrance driveway.
- Repaired gate #58, Patched up ruts on KBH road at La Quinta.
- Repaired gate #155, commence fabrication of gate #23.

Property Other

- Installed two ranch gate on KBH road at La Quinta.
- Replaced ballast and lamps on area lighting at North side storage yard.
- Installed lift preserver station at water taxi area.

Military

- Assisted with wiring emergency generator, assisted with fuel delivery to maintenance dept. and transfer to generator location.
- Arranged for rental of two extra steam cleaners.
- Maintenance Shop:
- Purchased two new trailers, received new crane truck unit #525 and trade in unit 264.
- Commence replacement of lift station holding tank at shop 2.

Environmental Planning and Compliance Monthly Report

Environmental Stewardship Measurements

Program Area	Measured Environmental Improvements Through Sept
Electrical Consumption	10% Green Energy – 732,295 KWHs
Spent Liquids Recycled	553 gallons
Paper/Cardboard Recycled	92,524 lbs
Components Recycled	1,397
Regional Air Quality	65ppb (EPA standard of 70ppb)
Community Complaints	0
Notice of Violations	0
Tenant Audits Completed	11

Important Announcements

Bulk Terminal will be recognized on December 3, 2015 at the Coastal Bend Bays Foundation Environmental Awards Banquet in the industry category. The recognition comes from the environmental improvements by Bulk Terminal staff to reduce dust and improve storm water quality beyond what applicable rules and regulations require. These improvements include the change in cultural awareness for the importance of environmental stewardship during operations, capital improvement projects recently constructed (road installation, paving of storage pad), installation of an air monitoring network in cooperation with our tenants, and coordination with our tenants to install truck washes on their pads and other improvements.

Bulk Dock 1 air permit renewal from July 3, 2012 will be on the Texas Commission on Environmental Quality (TCEQ) December 9 Commission Agenda for approval.

Environmental staff participated in the recent Texas State Aquarium camps for children on November 23, 24, and 25. It was an opportunity to share our environmental stewardship efforts and how these efforts benefit the aquarium to be able to take water from the ship channel for use in the displays and habitats.

An Internal Audit was conducted in November on the Environmental Management System including Senior Management awareness and leadership support and status of corrective actions still pending from the 2015 external audit. The audit went well and indicates that each area is tracking well with the requirements of the standard.

Status of Environmental Programs & Initiatives

Public Cargo Dock Environmental Performance – Updates have been proposed to Stevedore Licensing program to improve environmental performance while working at Public Cargo Docks. Preliminary feedback from one Stevedore is that they are considering obtaining the ISO 14001 certification company wide.

Bulk Terminal Air Monitoring Network – Six air monitors have been installed at the Bulk Terminal and one air monitor off-site near Dona Park in coordination with the Bulk Terminal tenants through an air monitoring network agreement. A pilot program is underway to develop a baseline and evaluate acceptable levels for monitor alerts to prevent offsite impacts. A coordinated response to high level alerts for both dust and wind have been developed and will be refined after further evaluation of the pilot test results. After completion of the pilot test and the evaluation of the results, a process for communication of the results to the community will be implemented as well.

Environmental Management System – ISO Certification continues for 8th year. In coming year, staff will revisit the Environmental Policy approved by the Port Commission in 2004. A new ISO 14001 standard was published in September 2015 and re-certification will require compliance with the new standard. An update to the 2007 EMS training video is underway and should be finished in 2016. An internal audit to confirm the corrective actions that were implemented as a result of the External Audit was conducted on November 11, 2015 to verify progress on implementation.

Tenant Audit Program – The tenant audit program involves auditing tenants annually and then conducting a lease ending audit in advance of the termination of the lease agreement. It may also include follow up audits as necessary to ensure noted non-compliances are resolved and quarterly audits in the event of continuing non-compliance issues. The program is being developed further to include an Environmental Performance Scorecard that will be communicated to the Port Commission. High achievers will be recognized for their efforts and poor performance will be a consideration in future amendments and agreements.

2015 Budgeted Projects

Purchase of Software Application for EMS Recordkeeping (15-057A) – A service order was negotiated with E2 ManageTech, Inc. to assist with development of specifications, the RFP process, and selection of a vendor to provide software for an Environmental Management Information System. The preliminary scoping workshop occurred in late May to identify requirements for the specification development. As of November, Consultant has provided a final draft Request for Proposal package which staff has reviewed. Some additional attachments are needed for the package to be complete. Schedule is being revisited as a result and it is now expected to be advertised in December with a bid opening in early-January 2016.

General Electrical Consumption Reduction Projects (13-013A) – A lighting study was completed at Al Speight Laydown Yard, Cargo Dock 15, and at the Ortiz Center to evaluate the lighting at these facilities. Recommendations were made to upgrade the lighting at these three facilities with LED technology. An electrical consultant will be contracted to develop the final drawings and the project advertised for bid. It is expected to award in early 2016.

Geographic Information System Maintenance and Upgrades (15-017A) – The scope of work for 2015 improvements and upgrades to the PCCA's GIS system were negotiated earlier in the year with Brown and Caldwell, Inc. under existing terms and conditions. The project was broken into two phases – Phase I was the development of specifications to convert PCCA's GIS from a customized application to a web based application using an off-the-shelf platform. Phase I was completed in July 2015 and Phase II was approved by the Port Commission in September. A notice to proceed has been issued and the Consultant is working with Port staff on the conversion. It is expected that the conversion will be completed in mid-2016.

Investigation and Remediation of Contamination from La Quinta Pipeline Removal / Relocation (14-002B) – A service order with Golder Associates, Inc. for consulting services for performing additional groundwater sampling, sampling for fingerprint analyses of contamination, and the development of Affected Property Assessment Report was approved by the Port Commission at the June 2015 Commission Meeting. Fieldwork was completed in early July and the results of the work are being developed into a Groundwater Usability Summary and Drinking Water Report for submittal to the TCEQ. After approval of these reports by TCEQ, an Affected Property Assessment Report will be prepared and submitted to TCEQ for review and approval. Preliminary results indicate that groundwater usability is Class 3 and concentrations do not exceed applicable standards. If TCEQ agrees with our conclusions, then further remediation activities will not be necessary.

Investigation of Former J.I. Hailey Property (11-002B) – An Addendum to the Affected Property Assessment Report was provided to TCEQ in July 2015. The Addendum also requested approval for closure with no institutional controls (i.e. deed recordation). TCEQ has reviewed the report and requested additional information. The additional information was provided to them for review in early November 2015. Additional fieldwork to collect a groundwater sample may be needed prior to case closure.

Ozone Advance Project Participation (14-074A) – This project is completed and a presentation provided at the October 20, 2016 Commission Meeting. A presentation was also provided to the Corpus Christi Regional Air Quality Committee and the ozone advance working group will be meeting in mid-December to update the local ozone advance workplan which identifies the voluntary emission reduction activities for our community and the time line for implementation.

Investigation of Property Near Tule Lift Bridge (14-002C) – Additional sampling to determine leaching characteristics of contaminants in soil was conducted in February 2015. Results indicated that further evaluation of the site is necessary. The site was approved for participation in the Voluntary Cleanup Program in TCEQ in September 2105. A Groundwater Water Usability Summary and Drinking Water Report were provided to the TCEQ for their review. TCEQ requested additional information in a follow up letter. This information is being collected and will be provided to TCEQ in a follow up submittal by early January. Upon approval of the classification of the groundwater, Apex TITAN, Inc. will prepare an Affected Property Assessment Report to fully evaluate soil and groundwater concentrations compared to the relevant standard based on the groundwater classification. It is expected that at a minimum deed recordation will be necessary to restrict future use of the property to commercial/industrial land use.

Storm Water Drainage Study (15-013A) – A Master Agreement has been negotiated with IC Engineers and a service order to conduct the storm water drainage study is being developed. The study is necessary to update the storm water drainage information for the Port area from the 1993 study. This information will be used in the future planning of storm water management and runoff during design of new facilities and upgrades to existing facilities to ensure adequate infrastructure exists or determine what addition infrastructure should be installed.

Environmental Consultant Master Agreements and Service Orders

Listed below are the Environmental Consultant Master Agreements and associated Service Order values:

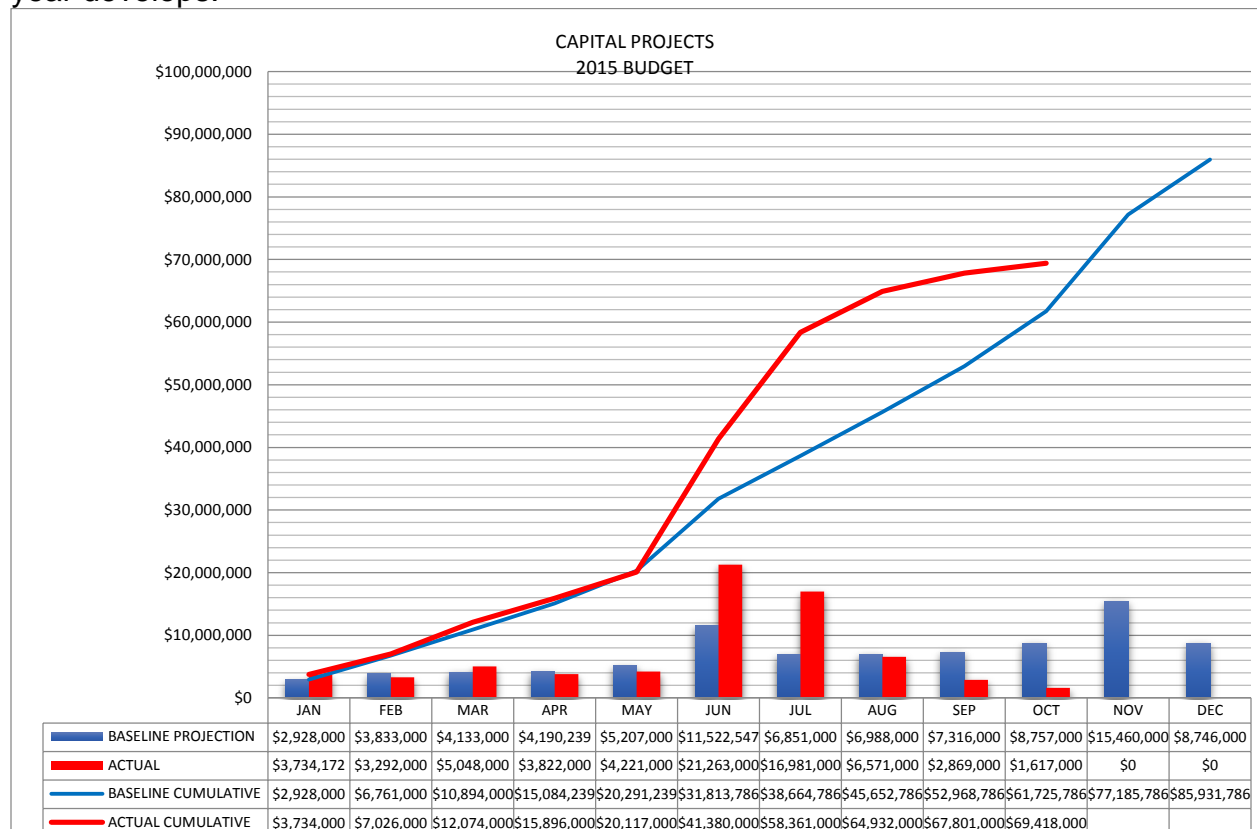
<i>Consultant (MA#)</i>	<i>2014 Service Order Amounts</i>	<i>2015 Service Order Amounts</i>
Golder & Associates (01-14)	\$45,300	\$79,949
RPS, Inc. (02-14)	\$101,300	\$59,083
Trinity Consultants (03-14)	\$44,000	\$54,600
Rosengarten Smith and Associates, Inc. (04-14)	\$195,758	\$306,414
E2 ManageTech Inc. (05-14)	\$82,043	\$37,030
Apex TITAN, Inc.	\$66,900	\$28,140

ENGINEERING SERVICES

As of November 30, 2015 (billing through October 31, 2015), the Port of Corpus Christi Authority Department of Engineering Services had completed 33 projects and has 125 projects in process. These projects consist of 77 Capital, 45 Maintenance, and 36 Professional Service projects. During October, \$1,587,000 was invoiced for ongoing work. To date this year approximately \$72,096,000 has been invoiced for work performed. Below is a table detailing the 2015 budget amount, the “to date” cost, and year-end forecast for the capital, maintenance and professional services.

Engineering Services November 2015 Report				
Project Type	No. of Projects	2015 Budget Amount	Expended to Date	End of Year Forecast
Capital	103	\$85,931,786	\$69,418,000	\$77,335,000
Maintenance	55	\$7,155,000	\$1,693,000	\$2,043,000
Professional Services	45	\$2,004,500	\$985,000	\$1,238,000
Total	203	\$95,091,286	\$72,096,000	\$81,216,000

Below is a graphic representation of the 2015 Capital Project Budget and a forecast of monthly Project expenditure of the capital projects throughout the year. An actual monthly project expenditure tracking line is included to follow the progress as the year develops.



CAPITAL PROJECTS***Security Grant Improvement Projects***

Security Grant 13 – La Quinta/GIWW Surveillance (13-054C) – FEMA allowed a time extension to this project to install a WAV camera that had been purchased and been placed in storage. Security Grant 14 – Oil Dock 14 Access Control (14-060C) - Design of the guard house and other security features at OD-14 began in August. The 60% preliminary design is currently under review. Security Grant 15 - Application (15-061A) - FEMA has requested supplemental information on Environmental and Historic Preservation for the Bulk Terminal fencing and the Fulton Corridor lighting projects. Staff preparing responses and will be submitting answers.

CNG Fueling Station (15-015D)

Contractor is commissioning CNG fueling station. Project nearing completion.

Construction of 8-inch Water Line at La Quinta Property (14-045B)

Completion of the final design is still pending, while an easement for the water line is being coordinated and obtained by the City of Portland. Design of the 8" water line, which will provide a partial water line loop to serve the PCCA's La Quinta Property, is 50% complete.

Construction of Multi-purpose Ship and Barge Dock & 15 Acre Storage Yard at La Quinta Gateway Terminal (14-037A)

Design is 90% complete. Completion of final design tracking for 1st quarter 2016.

Equipment Storage Building (14-028B)

A preliminary building and office layout out is currently out for review by engineering.

Fire System Pressurization Upgrades at Oil Docks (14-023A)

Project has a preliminary layout for tank and pump house. Currently working on fire line route from OD 1 to OD 2. These layouts will be sent out for review prior to proceeding with design.

Full Covers Over All Conveyor Belts (13-033A)

The crew at Bulk Terminal has successfully installed Full Covers and new Idlers for Conveyor Belts (CB) 2, 3, 4, 6, 7, 8, and 9. CB 5 and the Ship Loader are currently being installed.

Improvements to Fire Protection Systems at Oil Docks 4, 7, 11 (15-041A)

Preliminary assessment of existing fire protection system complete. Govind provided 60% design submittal for PCCA review and comment. PCCA review ongoing.

Inner Harbor Rail Upgrades & Improvements (2015 Project) (15-016A)

Scope of Work has been provided to the Consultant for review and proposal preparation.

Joe Fulton Corridor Waterline Extension (15-065A)

LNV was provided notice to proceed with design on July 29th and submitted a pre-final design submittal on October 28th with project review meeting on November 11th. LNV incorporated PCCA comments and submitted Issued for Bid documents on November 23rd. Staff review and coordination underway. PCCA continuing coordination with M&G and CCI. PCCA provided City with draft agreement for review and comment underlying responsibilities necessary to dedicate the line to the City upon project completion.

La Quinta Terminal Mitigation – Aquatic Habitat (12-031A)

Construction in progress and is 95% complete.

Landscape Enhancements (15-051A)

Consultant selection process completed through RFQ process and a service order was negotiated with LNV, Inc. and approved by the Commission. A kick off meeting was held in early July. The prioritization criteria technical memorandum is currently under review. Contractor completed survey work at three sites: Maintenance Facility shoreline, Nueces Bay public fishing area, and Nueces River public fishing area.

Maintenance Building Relocation (14-061A)

Preliminary study in progress.

New Access Road to Good Hope DMPA (09-019A)

Field survey work (topo) completed for alternate access road easement. Draft metes and bounds and map exhibits are being developed by consultant to submit to Oxy for approval of alternate easement.

New Fire Barge Dock (12-027A)

Final submitted drawings under review by PCCA.

New Operator's Cab for Gantry Crane (15-043A)

The conceptual design has been submitted for review by the BT operations team. Feedback will be gathered and relayed to the design team.

New Port Office Facility (14-036A)

PCCA staff evaluating options for this project.

New Public Oil Dock 18 (14-044A)

HDR has submitted the conceptual design report for up to three docks along the Viola Channel.

Nueces River Rail Yard Phase - II (13-043A)

Wick drains are 100% complete. Embankment has been placed under the transmission lines and limestone base placed on the first 50 stations on the east end of the project. Surcharge has been placed and the surcharge period has begun on all areas, except under the transmission lines. AEP will have the transmission line relocated in January.

Oil Dock 1 Improvements (11-013A)

Project on hold.

Oil Dock 3 Upgrades (14-058A)

Oil Dock 3 closure issued August 24/25 to complete sediment testing and analysis (RSA) in support of efforts to U.S. Army Corps of Engineers permitting requirements for dredge material placement. Test results pending. Material sampling and classification plan for uplands area developed and testing to be conducted in September. Negotiating service order for design of dock expansion underway; contract negotiations and issuance of service order on hold pending finalization of PCCA Capital Program Budget.

Permian Yard Drainage Improvements (09-041A)

Contractor has installed all box culverts, continues to work on outfall apron.

Port Area Signage & Landscaping Improvements (14-039A)

95% plans have been submitted for review. Anticipate final design of signage components to be completed by end of year.

Public Oil Dock 14 (13-032A)

The contractor has completed installation of all the steel sheet piles and driving the steel H-Z combi sheet pile wall. The first five sections of concrete bulkhead cap has been cast and the dredge sub-contractor continues to dredge the slip. The project is approximately 60% complete.

Public Oil Dock 14 Terminal Entrance & Roadway (15-050A)

A Rider 48 grant has been submitted for this project. Expect an answer on grant award in December. Adding a waterline component. Scheduled to have bids on the street in January.

Purchase and Installation of Additional AEI Readers (15-055A)

The 70% design plans and specifications are currently under interdepartmental review. Permitting is also being acquired for access to the Union Pacific site. Plan to bid project in early 2016.

Reconstruction of Sam Rankin Road (24/76) (15-053A)

Preliminary drawings still under review by PCCA and city of Corpus Christi staff.

Relocation of Suntide DMPA Drainage to Viola Turning Basin (13-036A)

Working with COE to include in the FY16 O&M schedule. Scope of work would include relocating a portion of the ditch as well as maintenance of the remainder of the ditch and culverts.

Remove Tule Lake Lift Bridge Foundations (07-046C)

The final design drawings have been completed and are under final review. The contract documents are now being finalized to have a contract on the street for Commission action early next year when the final COE permit is issued.

Replacement of Dock House at Oil Dock 10 (14-041A)

Contractor is performing foundation work for dock house and miscellaneous marine work.

Resurface Public Storage Pads (14-030A)

Addressing plans and spec comments for additional review.

Surplus Sale of Cold Storage Warehouse (14-062A)

Building structure has been disassembled and components are being packaged for shipping. Shipping is expected to take place in early December 2015 with site clean-up, repairs and other activities to leave the site in the condition stated in the agreement.

MAINTENANCE PROJECTS

Fire Line Improvements at Oil Dock 2 (15-039A)

Consultant is in the process to perform subsurface utility excavation to locate existing fireline and any potential nearby obstructions. Once complete findings will be incorporated into drawings and a bid package finalized.

General Electrical Consumption Reduction Projects (13-013A)

A lighting study at Al Speight Laydown Yard and at Cargo Dock 15 was created to evaluate current lighting at both facilities. Our consultant has recommended upgrades using LED technology. A project will be designed for construction based on his recommendations.

General Improvements to Oil Dock 6 (15-030A)

Staff reviewing draft design drawings and developing contract documents.

Inner and Outer Harbor Land Management (2015) (15-019A)

Project under final review with Director/Staff.

Maintenance Painting at Bulk Terminal (15-049A)

Work continues on an as-needed basis.

Repair Port Bridges (15-037A)

Project bid in October, November Commission rejected bids due to only receiving one bid that was above the estimate. Project will be broken into two projects to focus on each of the bridges individually. Plan to bid the first bridge project early 2016.

Replace Fire Alarm Panels at Ortiz Center (15-036C)

Notice of Substantial Completion was issued 11/25/2015. Once punchlist items have been complete, final completion will be issued. Plan to have project complete prior to the end of the year.

Replacement of DC Drives in Ship Loader (15-034A)

Two DC drives have been replaced as emergency repairs. During Richmond Engineering next scheduled visit the third DC drive will be replaced.

Re-Roofing of PCCA Facilities (15-012A)

Preliminary plans and contract documents are currently out for staff review.

Resurfacing of North and South Side Open Storage Areas (15-038A)

Project is in the final stages of review. Plan to finalize and bid project first thing in 2016.

Roadway & Parking Lot Repairs (2015) (15-018A)

Plans and contract documents out for staff review first part of December.

Savage Lane Railroad Drainage (15-022A)

Addressing staff comments on preliminary design plans and contract documents.

Upgrades and Repairs to Bulk Dock 2 Marine Structures (15-035A)

Study Phase is complete, initial design is currently underway. Plan to Bid project in early 2016.

PROFESSIONAL SERVICES PROJECTS

NuStar 12-Inch Pipeline Construction (15-067A)

No change. Project complete, with the exception of final vegetation stabilization. NuStar continuing revegetation efforts. Final invoicing for reimbursement of inspection and oversight submitted to NuStar for processing. This will be the final report for this project.

Study Oil Dock 9 Deepening (14-031A)

95% complete.

DREDGING

Channel Improvement Project (98-012A, 04-027A, 09-048B/C)

In November 2007, Congress passed WRDA of 2007 authorizing the Port's Channel Improvement Project.

The project include in following improvements:

1. Widening the CCSC to 530' from Port Aransas to the Harbor Bridge.
2. Adding 200'-wide barge shelves on both sides of the ship channel across Corpus Christi Bay.
3. Extending La Quinta Channel by 7400' at a depth of -39' MLT.
4. Deepening all reaches of CCSC (excluding La Quinta) from -45' MLT to -52' MLT.
5. Constructing Ecosystem Restoration projects near Port Aransas and Ingleside on the Bay.

Project received congressional appropriation in FY2009 for the construction phase of the project, officially ending the Pre-Construction Engineering and Design phase. A Project Partnership Agreement (PPA) was executed in October 2009 for the La Quinta Channel Extension & Ecosystem Restoration. Construction of Contract No. 1 was completed in 2010 to construct DMPA 14. Fifty-eight million in federal funds were appropriated in May 2011 enabling the COE to solicit additional construction contracts. COE awarded two (2) contracts in September 2011; one to extend the La Quinta Ship Channel and the other to construct the Ecosystem Restoration project adjacent to Ingleside-on-the-Bay, Texas. The dredging associated with La Quinta Ship Channel Extension and the Ecosystem Restoration project is 100% complete.

Deepening and widening of the CCSC and the addition of barge shelves underwent re-evaluation and the studies were complete in early 2013. The re-evaluation confirmed these two project components are still in the Federal interest. The COE Director of Civil Works approved the re-evaluation report (all components) and recommended the project to Congress to increase the authorized project cost to \$344,610,000. The channel improvement project was re-authorized in May 2014 by the Water Resources Reform and Development Act of 2014. Based on guidance from OMB and the ASA, USACE is completing an economic update to the LRR. The target date for completion is December 2015.

ENGINEERING MASTER AGREEMENTS AND SERVICE ORDERS

Listed below are the Master Agreements implemented including values of Service Orders issued per year:

	2014	2015
HDR, Inc. (13-01)	\$813,746	\$296,150
Freese and Nichols, Inc. (13-02)	\$407,191	\$278,077
Govind Development, LLC (13-03)	\$249,450	\$176,500
Naismith Engineering, Inc. (13-04)	\$45,000	\$93,780
CH2M Hill (13-05)	\$2,613,470	\$279,380
RVE, Inc. (13-06)	\$729,871	\$225,665
LNV, Inc. (13-07)	\$105,500	\$468,517
Lockwood, Andrews and Newnam, Inc. (14-01)	\$62,694	\$349,994
Maverick Engineering (14-02)	\$50,000	\$8,000
Coast & Harbor Engineering (14-03)	\$193,645	\$186,631
WKMC Architects (14-04)	\$139,500	\$50,000
Worley Parsons (15-01)		\$48,079

Port of Corpus Christi Authority

MONTHLY FINANCIAL RESULTS

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October, 2015



PORTCORPUS CHRISTI™

PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

KEY METRICS

OPERATING REVENUES	OPERATING EXPENSES	NET INCOME(LOSS)	TONNAGE	SHIPS AND BARGES	CAPITAL PROJECTS
\$ 70,149,034	\$ 42,705,760	\$ 16,444,870	86,542,976	13,330	\$ 68,550,873
↑ 5% Actual	↑ 4% Actual	↓ -38% Actual	↑ 5% Actual	↓ -10% Actual	
↑ 5% Budget	↓ -12% Budget	↓ -12% Budget			↑ 10% Budget

ALL METRICS

METRIC	YTD 2015 ACTUAL	YTD 2014 ACTUAL	% CHANGE	YTD 2015 BUDGET	% CHANGE
ASSETS	\$ 620,448,875	\$ 468,912,178	↑ 32%		
CASH & INVESTMENTS	\$ 176,458,339	\$ 151,372,036	↑ 17%		
ACCOUNTS RECEIVABLE	\$ 8,483,380	\$ 8,356,502	↑ 2%		
RESTRICTED ASSETS	\$ 72,532,976	\$ 36,089	↑ 200,884%		
LIABILITIES	\$ 146,638,058	\$ 21,567,292	↑ 580%		
NET POSITION	\$ 473,810,817	\$ 447,344,886	↑ 6%		
OPERATING REVENUES	\$ 70,149,034	\$ 66,959,061	↑ 5%	\$ 66,562,329	↑ 5%
OPERATING EXPENSES	\$ 42,705,760	\$ 41,025,270	↑ 4%	\$ 48,406,897	↓ -12%
NET OPERATING INCOME (LOSS)	\$ 27,443,274	\$ 25,933,791	↑ 6%	\$ 18,155,432	↑ 51%
NON OPERATING REVENUE (EXPENSES)	\$ (10,998,404)	\$ 539,892	↓ -2,137%	\$ 510,213	↓ -2,256%
NET INCOME (LOSS)	\$ 16,444,870	\$ 26,473,683	↓ -38%	\$ 18,665,645	↓ -12%
TONNAGE	86,542,976	82,705,783	↑ 5%		
SHIPS	1,480	1,332	↑ 11%		
BARGES	4,917	5,764	↓ -15%		
SHIPS & BARGES	6,397	7,096	↓ -10%		
RAIL CARS	13,330	17,842	↓ -25%		
CAPITAL PROJECTS	\$ 68,550,873			\$ 62,382,186	↑ 10%

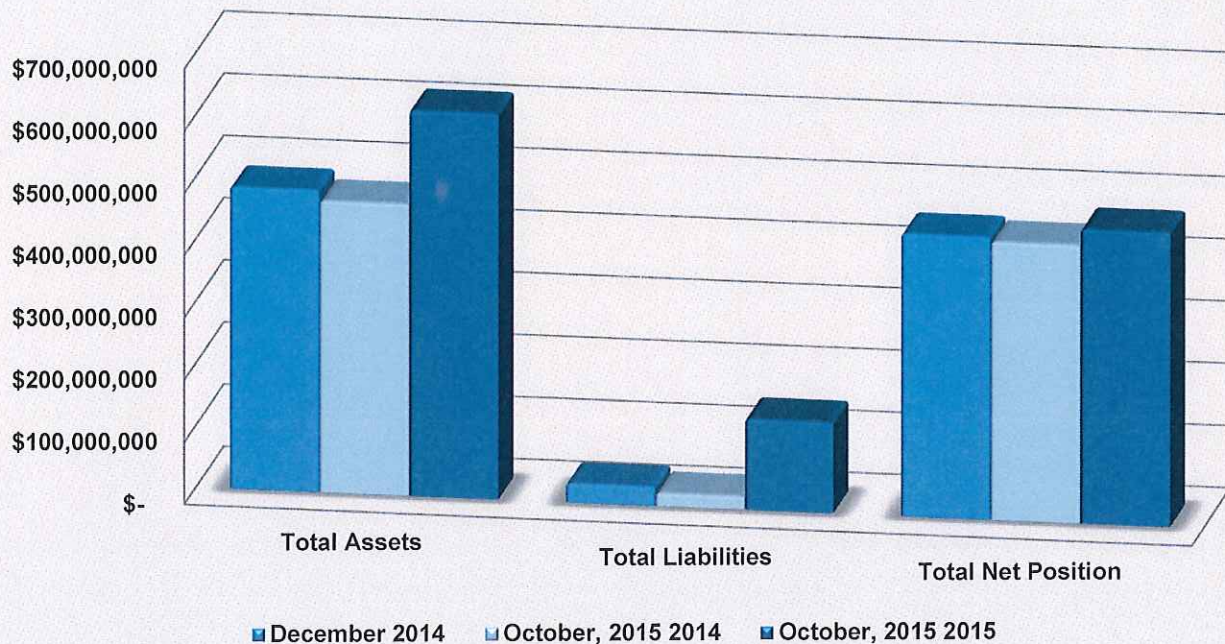
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF NET POSITION

	October, 2015	December	Annual Change	%	October, 2015	Year-Over-Year Change	%
	2015	2014			2014		
Cash/ Investments	\$ 176,458,339	\$ 156,102,157	\$ 20,356,182	13%	\$ 151,372,036	\$ 25,086,303	17%
A/R	\$ 8,483,380	\$ 17,341,744	\$ (8,858,364)	-51%	\$ 8,356,502	\$ 126,878	2%
Restricted Assets	\$ 72,532,976	\$ 35,522	\$ 72,497,454	204,092%	\$ 36,089	\$ 72,496,887	200,884%
P P & E, net	\$ 353,694,001	\$ 302,580,237	\$ 51,113,764	17%	\$ 300,477,251	\$ 53,216,750	18%
Other	\$ 9,280,179	\$ 9,014,594	\$ 265,585	3%	\$ 8,670,300	\$ 609,879	7%
Total Assets	\$ 620,448,875	\$ 485,074,254	\$ 135,374,621	28%	\$ 468,912,178	\$ 151,536,697	32%
Current Liabilities	\$ 10,348,965	\$ 8,333,509	\$ 2,015,456	24%	\$ 4,582,563	\$ 5,766,402	126%
Unearned Income	\$ 17,208,006	\$ 18,288,929	\$ (1,080,923)	-6%	\$ 13,028,513	\$ 4,179,493	32%
Long-term Debt	\$ 115,000,000	\$ -	\$ 115,000,000	-	\$ -	\$ 115,000,000	-
Other	\$ 4,081,087	\$ 4,160,634	\$ (79,547)	-2%	\$ 3,956,216	\$ 124,871	3%
Total Liabilities	\$ 146,638,058	\$ 30,783,072	\$ 115,854,986	376%	\$ 21,567,292	\$ 125,070,766	580%
Investment in Net Assets	\$ 286,337,178	\$ 293,461,952	\$ (7,124,774)	-2%	\$ 291,282,791	\$ (4,945,613)	-2%
Restricted Net Position	\$ 72,532,976	\$ 35,522	\$ 72,497,454	204,092%	\$ 36,089	\$ 72,496,887	200,884%
Unrestricted Net Position	\$ 114,940,663	\$ 160,793,708	\$ (45,853,045)	-29%	\$ 156,026,006	\$ (41,085,343)	-26%
Total Net Position	\$ 473,810,817	\$ 454,291,182	\$ 19,519,635	4%	\$ 447,344,886	\$ 26,465,931	6%

Statement of Net Position



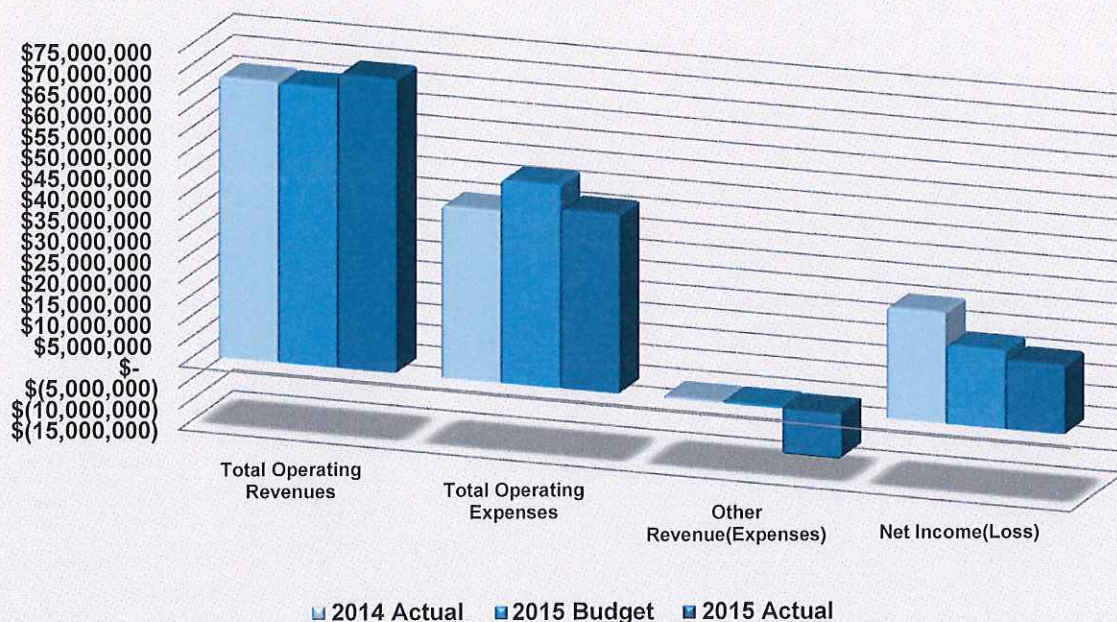
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF REVENUES AND EXPENSES

	October, 2015			Change			
	2015		2014	Budget	%	Actual	%
	Actual	Budget	Actual				
Wharfage	\$ 38,413,080	\$ 36,037,921	\$ 35,208,704	\$ 2,375,159	7%	\$ 3,204,376	9%
Dockage	\$ 11,884,973	\$ 12,269,540	\$ 12,212,853	\$ (384,567)	-3%	\$ (327,880)	-3%
Security	\$ 5,614,096	\$ 5,501,015	\$ 5,385,104	\$ 113,081	2%	\$ 228,992	4%
Other Shipping Services	\$ 6,619,496	\$ 5,496,972	\$ 7,121,953	\$ 1,122,524	20%	\$ (502,457)	-7%
Building and Land Rental	\$ 7,617,389	\$ 7,256,881	\$ 7,030,447	\$ 360,508	5%	\$ 586,942	8%
Total Operating Revenues	\$ 70,149,034	\$ 66,562,329	\$ 66,959,061	\$ 3,586,705	5%	\$ 3,189,973	5%
Employee Services	\$ 15,732,861	\$ 17,030,902	\$ 13,106,972	\$ (1,298,041)	-8%	\$ 2,625,889	20%
Maintenance	\$ 3,519,641	\$ 7,908,740	\$ 4,968,473	\$ (4,389,099)	-55%	\$ (1,448,832)	-29%
Utilities/ Telephone	\$ 1,216,082	\$ 1,033,050	\$ 1,033,662	\$ 183,032	18%	\$ 182,420	18%
Insurance	\$ 1,566,630	\$ 1,710,743	\$ 1,674,396	\$ (144,113)	-8%	\$ (107,766)	-6%
Prof/ Contracted Services	\$ 5,098,779	\$ 5,833,791	\$ 5,745,577	\$ (735,012)	-13%	\$ (646,798)	-11%
Operator/ Event Expenses	\$ 1,142,207	\$ 1,295,973	\$ 1,123,930	\$ (153,766)	-12%	\$ 18,277	2%
Admin/Trade Dvlp/Other	\$ 3,332,420	\$ 3,544,616	\$ 3,290,737	\$ (212,196)	-6%	\$ 41,683	1%
Depreciation	\$ 11,097,140	\$ 10,049,082	\$ 10,081,523	\$ 1,048,058	10%	\$ 1,015,617	10%
Total Operating Expenses	\$ 42,705,760	\$ 48,406,897	\$ 41,025,270	\$ (5,701,137)	-12%	\$ 1,680,490	4%
Net Operating Income(Loss)	\$ 27,443,274	\$ 18,155,432	\$ 25,933,791	\$ 9,287,842	51%	\$ 1,509,483	6%
Interest Income	\$ 580,739	\$ 338,937	\$ 334,135	\$ 241,802	71%	\$ 246,604	74%
Other Revenue	\$ 179,321	\$ 171,609	\$ 171,562	\$ 7,712	4%	\$ 7,759	5%
Gain(Loss) Disposal of Assets	\$ (5,853,720)	\$ -	\$ 34,596	\$ (5,853,720)	-	\$ (5,888,316)	-17,020%
Interest/Bond Expense	\$ (2,904,693)	\$ (333)	\$ (401)	\$ (2,904,360)	872,180%	\$ (2,904,292)	724,262%
Other Expense	\$ (3,000,051)	\$ -	\$ -	\$ (3,000,051)	-	\$ (3,000,051)	-
Other Revenue(Expenses)	\$ (10,998,404)	\$ 510,213	\$ 539,892	\$ (11,508,617)	-2,256%	\$ (11,538,296)	-4%
Net Income(Loss)	\$ 16,444,870	\$ 18,665,645	\$ 26,473,683	\$ (2,220,775)	-12%	\$ (10,028,813)	-841%

Statement of Revenues & Expenses



PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

<u>Public Oil Docks</u>	October, 2015		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 26,749,033	\$ 28,591,150	\$ (1,842,117)
Operating Expenses	\$ (1,913,376)	\$ (3,377,979)	\$ 1,464,603
Net Operating Income(Loss)	\$ 24,835,657	\$ 25,213,171	\$ (377,514)
Other Revenue(Expenses)	\$ -	\$ -	\$ -
Net Income(Loss)	\$ 24,835,657	\$ 25,213,171	\$ (377,514)

<u>Private Oil Docks</u>	October, 2015		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 13,154,028	\$ 11,344,887	\$ 1,809,141
Operating Expenses	\$ (36,021)	\$ (45,823)	\$ 9,802
Net Operating Income(Loss)	\$ 13,118,007	\$ 11,299,064	\$ 1,818,943
Other Revenue(Expenses)	\$ -	\$ -	\$ -
Net Income(Loss)	\$ 13,118,007	\$ 11,299,064	\$ 1,818,943

<u>Dry Cargo Docks</u>	October, 2015		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 6,230,166	\$ 5,191,960	\$ 1,038,206
Operating Expenses	\$ (2,153,904)	\$ (2,586,739)	\$ 432,835
Net Operating Income(Loss)	\$ 4,076,262	\$ 2,605,221	\$ 1,471,041
Other Revenue(Expenses)	\$ -	\$ -	\$ -
Net Income(Loss)	\$ 4,076,262	\$ 2,605,221	\$ 1,471,041

<u>Bulk Terminal</u>	October, 2015		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 7,802,815	\$ 7,728,344	\$ 74,471
Operating Expenses	\$ (5,115,581)	\$ (5,447,467)	\$ 331,886
Net Operating Income(Loss)	\$ 2,687,234	\$ 2,280,877	\$ 406,357
Other Revenue(Expenses)	\$ 9,360	\$ -	\$ 9,360
Net Income(Loss)	\$ 2,696,594	\$ 2,280,877	\$ 415,717

<u>Conference Center</u>	October, 2015		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 1,732,607	\$ 1,595,520	\$ 137,087
Operating Expenses	\$ (1,827,931)	\$ (2,138,037)	\$ 310,106
Net Operating Income(Loss)	\$ (95,324)	\$ (542,517)	\$ 447,193
Other Revenue(Expenses)	\$ 6,525	\$ 3,159	\$ 3,366
Net Income(Loss)	\$ (88,799)	\$ (539,358)	\$ 450,559

PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

<u>Property and Buildings</u>	October, 2015		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 6,614,006	\$ 4,007,107	\$ 2,606,899
Operating Expenses	\$ (5,027,543)	\$ (6,883,440)	\$ 1,855,897
Net Operating Income(Loss)	\$ 1,586,463	\$ (2,876,333)	\$ 4,462,796
Other Revenue(Expenses)	\$ (5,928,929)	\$ -	\$ (5,928,929)
Net Income(Loss)	\$ (4,342,466)	\$ (2,876,333)	\$ (1,466,133)

<u>Other Facilities</u>	October, 2015		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 2,102,004	\$ 2,602,346	\$ (500,342)
Operating Expenses	\$ (1,326,467)	\$ (1,373,264)	\$ 46,797
Net Operating Income(Loss)	\$ 775,537	\$ 1,229,082	\$ (453,545)
Other Revenue(Expenses)	\$ (2,997,200)	\$ -	\$ (2,997,200)
Net Income(Loss)	\$ (2,221,663)	\$ 1,229,082	\$ (3,450,745)

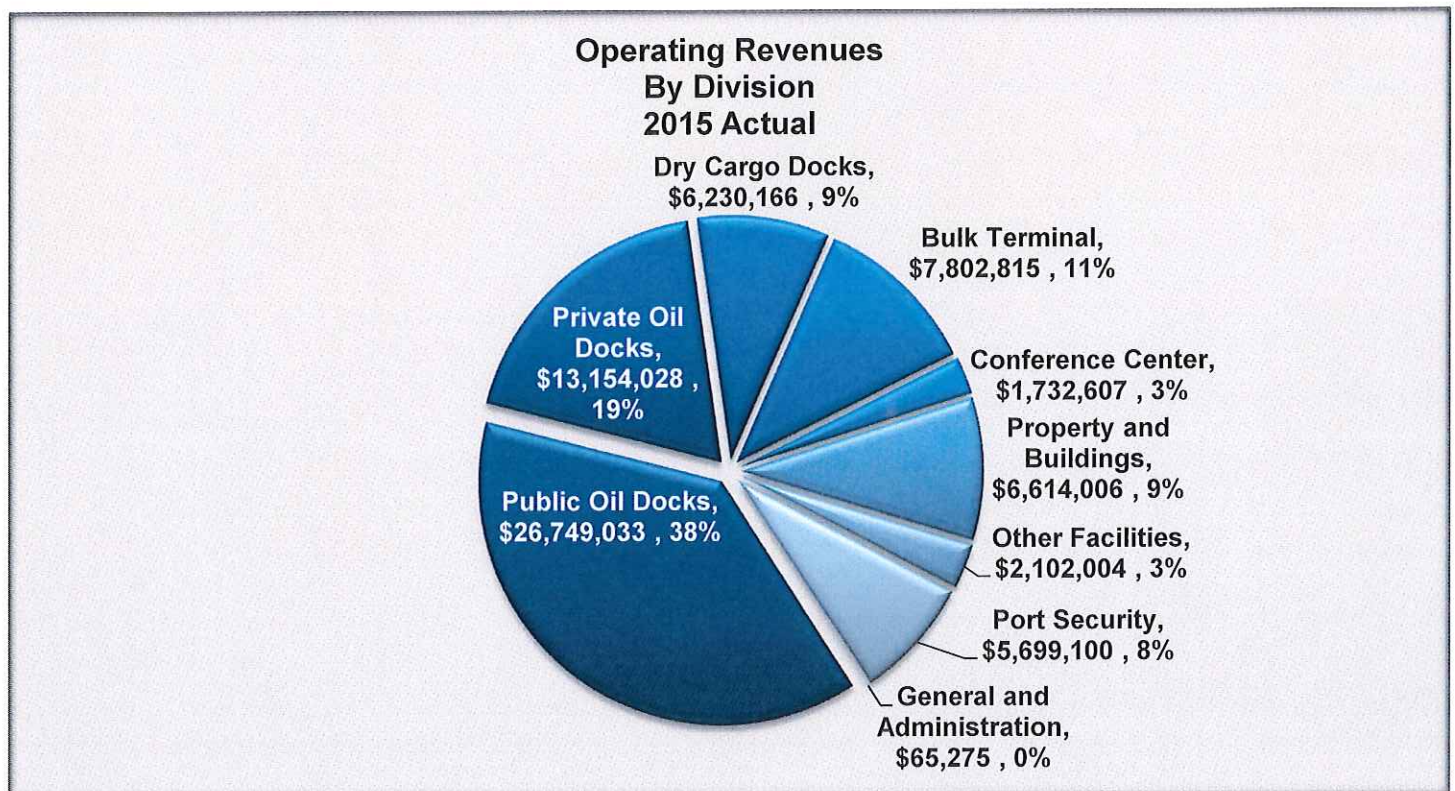
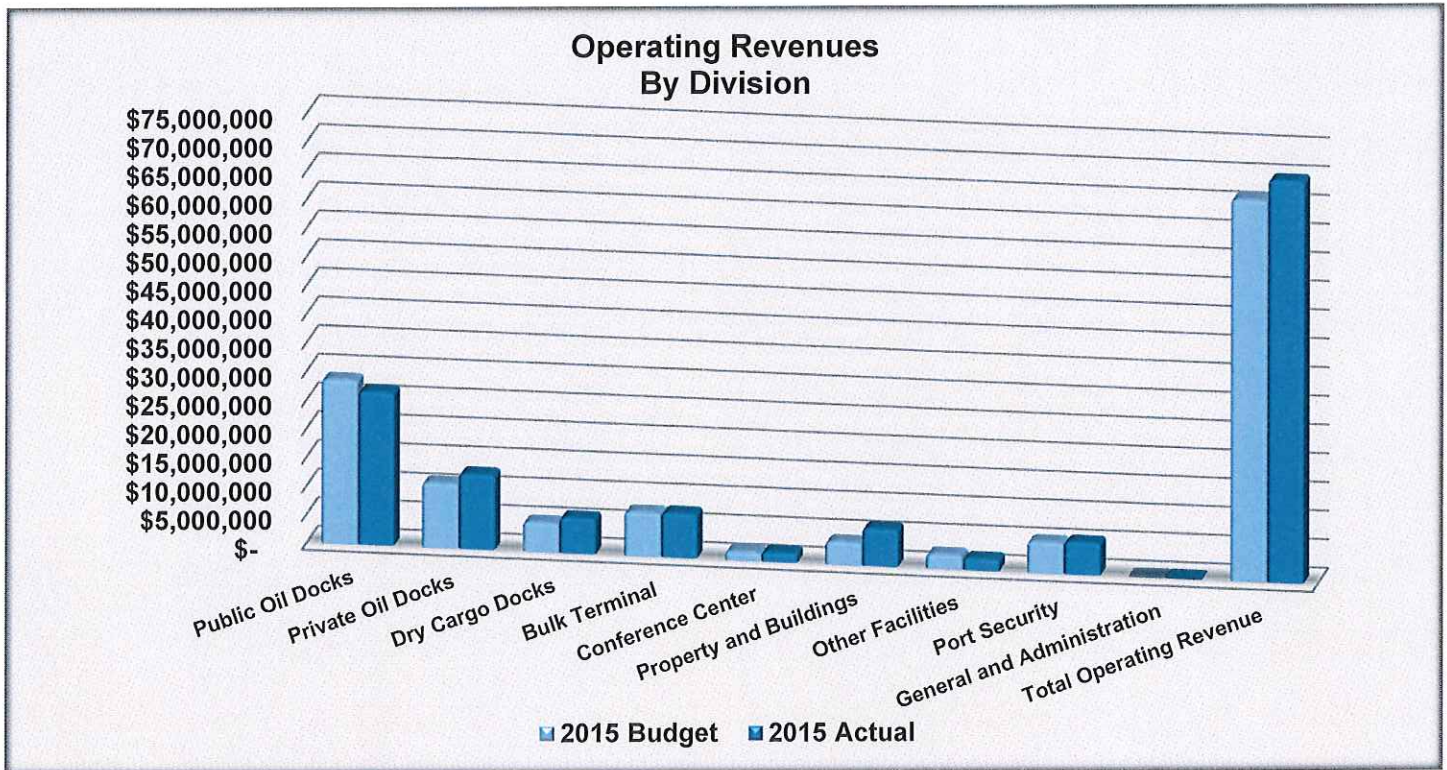
<u>Port Security</u>	October, 2015		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 5,699,100	\$ 5,501,015	\$ 198,085
Operating Expenses	\$ (7,609,438)	\$ (7,533,658)	\$ (75,780)
Net Operating Income(Loss)	\$ (1,910,338)	\$ (2,032,643)	\$ 122,305
Other Revenue(Expenses)	\$ 15,011	\$ -	\$ 15,011
Net Income(Loss)	\$ (1,895,327)	\$ (2,032,643)	\$ 137,316

<u>General and Administration</u>	October, 2015		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 65,275	\$ -	\$ 65,275
Operating Expenses	\$ (17,695,499)	\$ (19,020,490)	\$ 1,324,991
Net Operating Income(Loss)	\$ (17,630,224)	\$ (19,020,490)	\$ 1,390,266
Other Revenue(Expenses)	\$ (2,103,171)	\$ 507,054	\$ (2,610,225)
Net Income(Loss)	\$ (19,733,395)	\$ (18,513,436)	\$ (1,219,959)

<u>Total</u>	October, 2015		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 70,149,034	\$ 66,562,329	\$ 3,586,705
Operating Expenses	\$ (42,705,760)	\$ (48,406,897)	\$ 5,701,137
Net Operating Income(Loss)	\$ 27,443,274	\$ 18,155,432	\$ 9,287,842
Other Revenue(Expenses)	\$ (10,998,404)	\$ 510,213	\$ (11,508,617)
Net Income(Loss)	\$ 16,444,870	\$ 18,665,645	\$ (2,220,775)

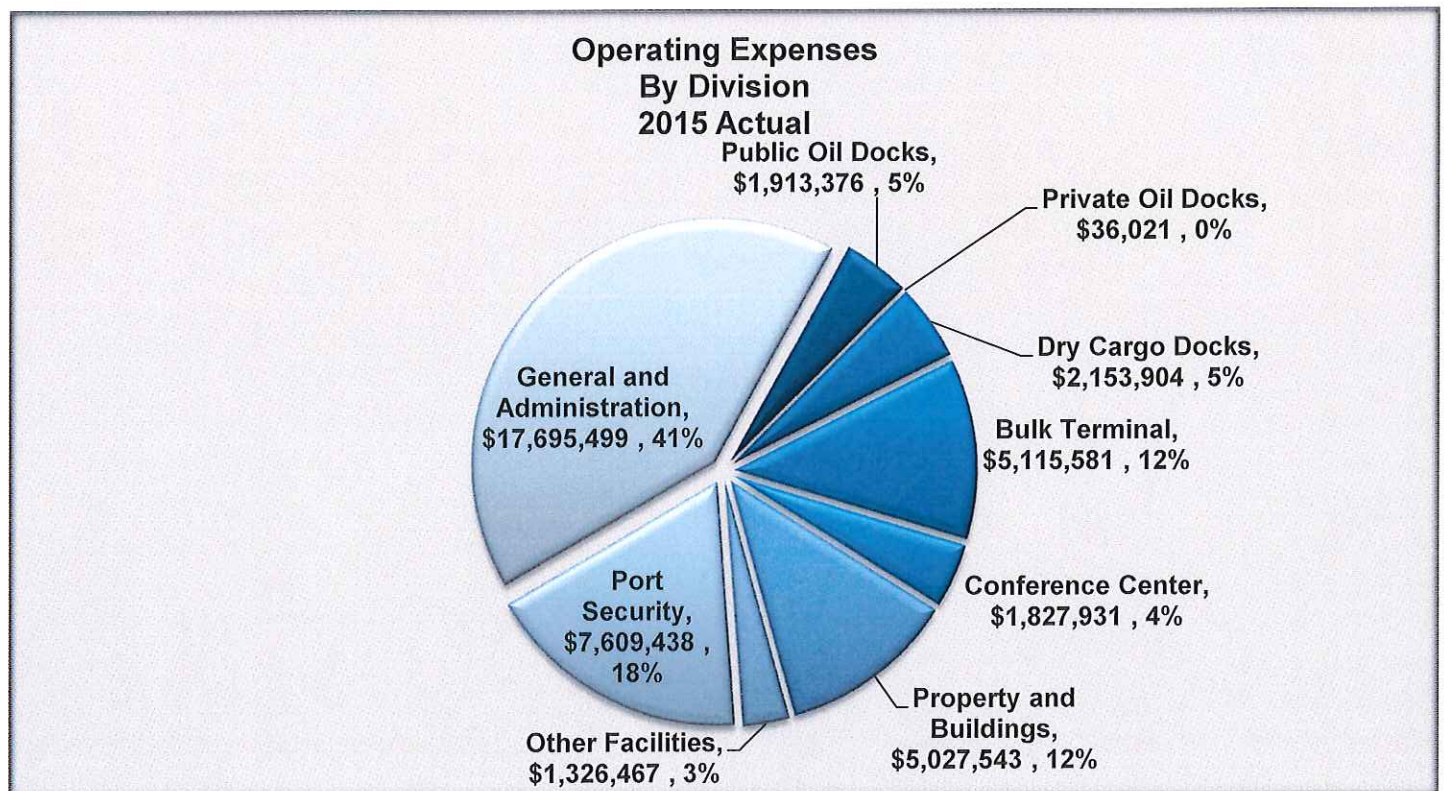
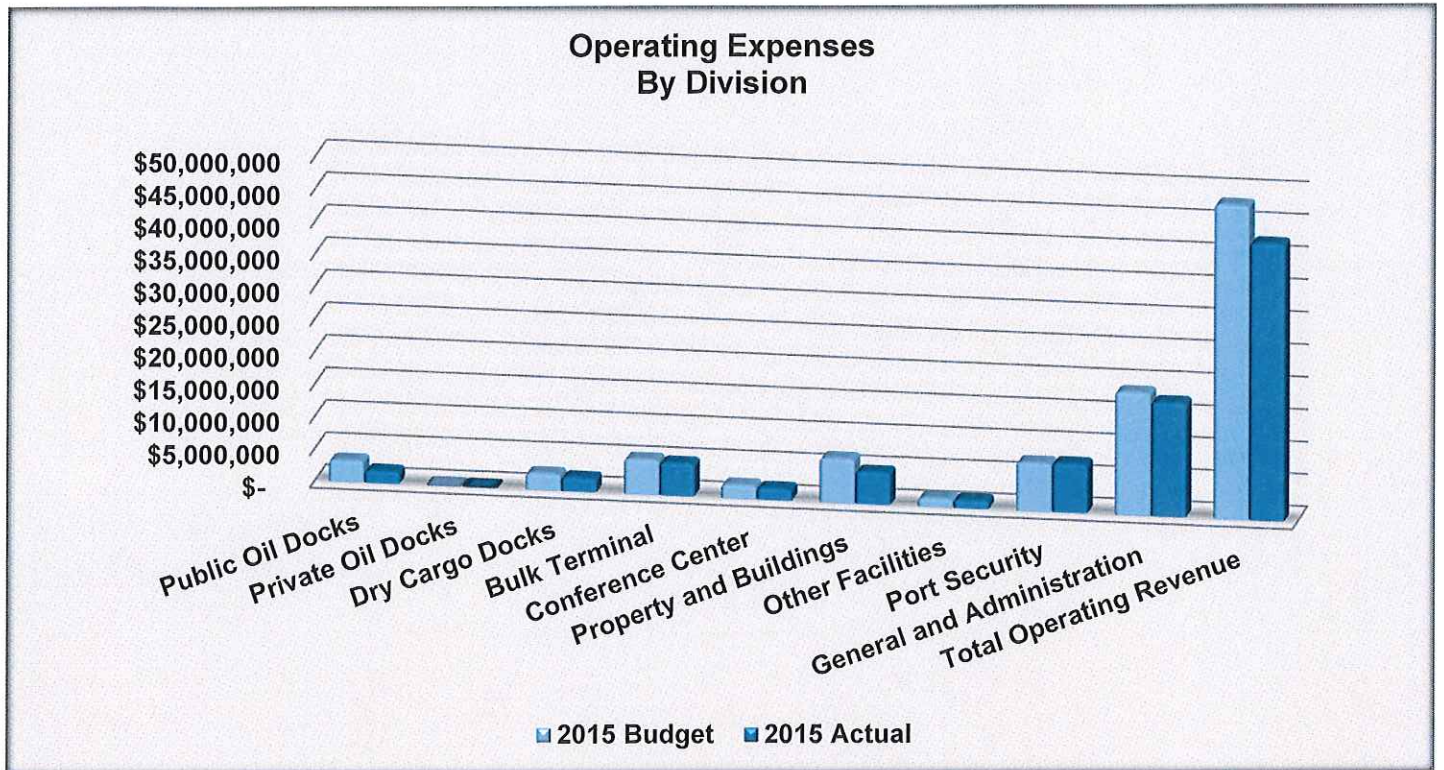
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS



PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

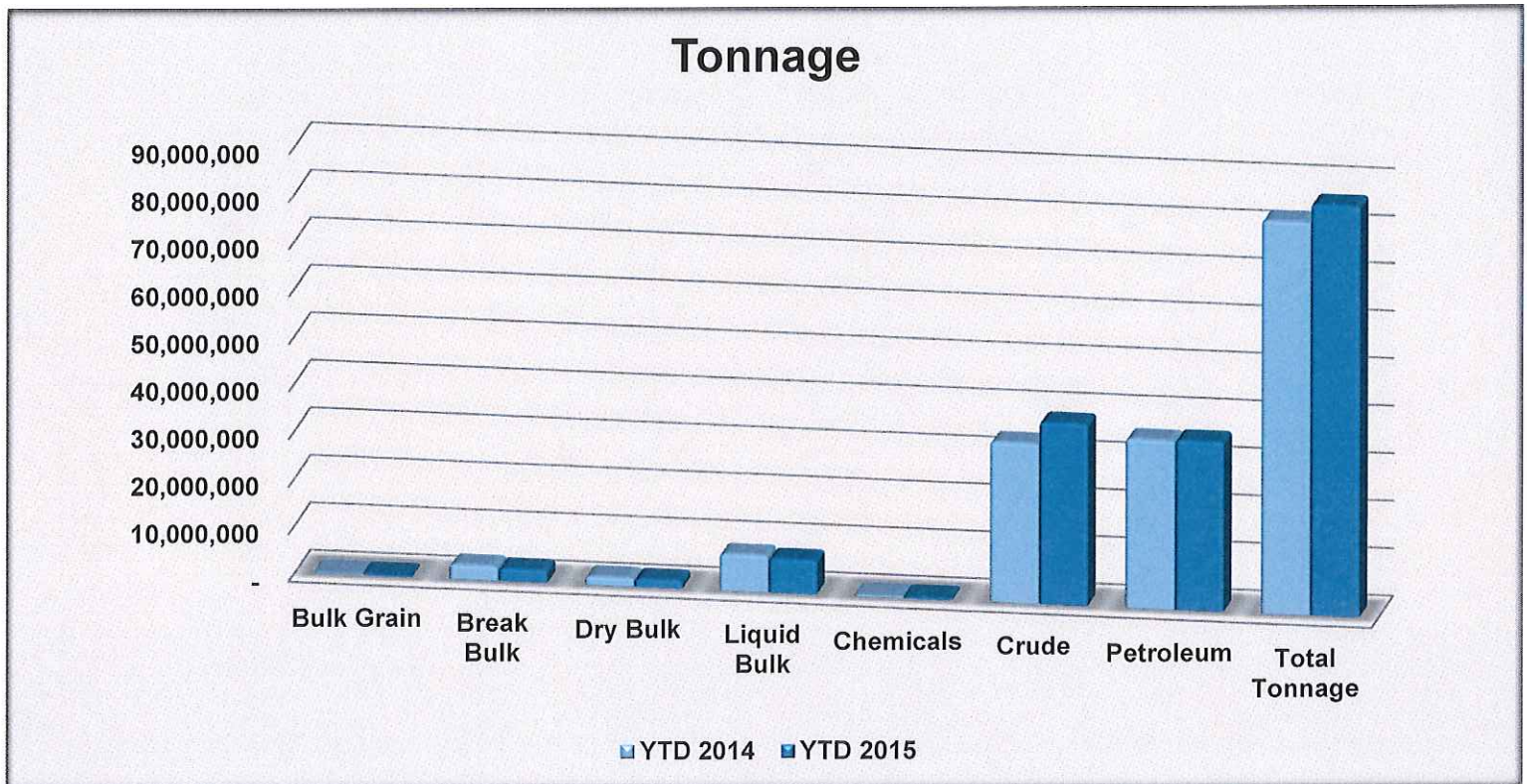


PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

TONNAGE

	October, 2015		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2015	2014			2015	2014		
Bulk Grain	79,532	55,570	23,962	43%	354,099	247,984	106,115	43%
Break Bulk	254,715	533,528	(278,813)	-52%	2,678,168	3,094,712	(416,544)	-13%
Dry Bulk	194,376	178,683	15,693	9%	1,680,585	1,826,973	(146,388)	-8%
Liquid Bulk	670,492	881,023	(210,531)	-24%	7,203,278	7,752,512	(549,234)	-7%
Chemicals	18,984	98,865	(79,881)	-81%	507,381	420,447	86,934	21%
Crude	3,804,178	3,919,117	(114,939)	-3%	38,319,471	33,757,594	4,561,877	14%
Petroleum	3,630,271	3,758,351	(128,080)	-3%	35,799,994	35,605,561	194,433	1%
Total Tonnage	8,652,548	9,425,137	(772,589)	-8%	86,542,976	82,705,783	3,837,193	5%



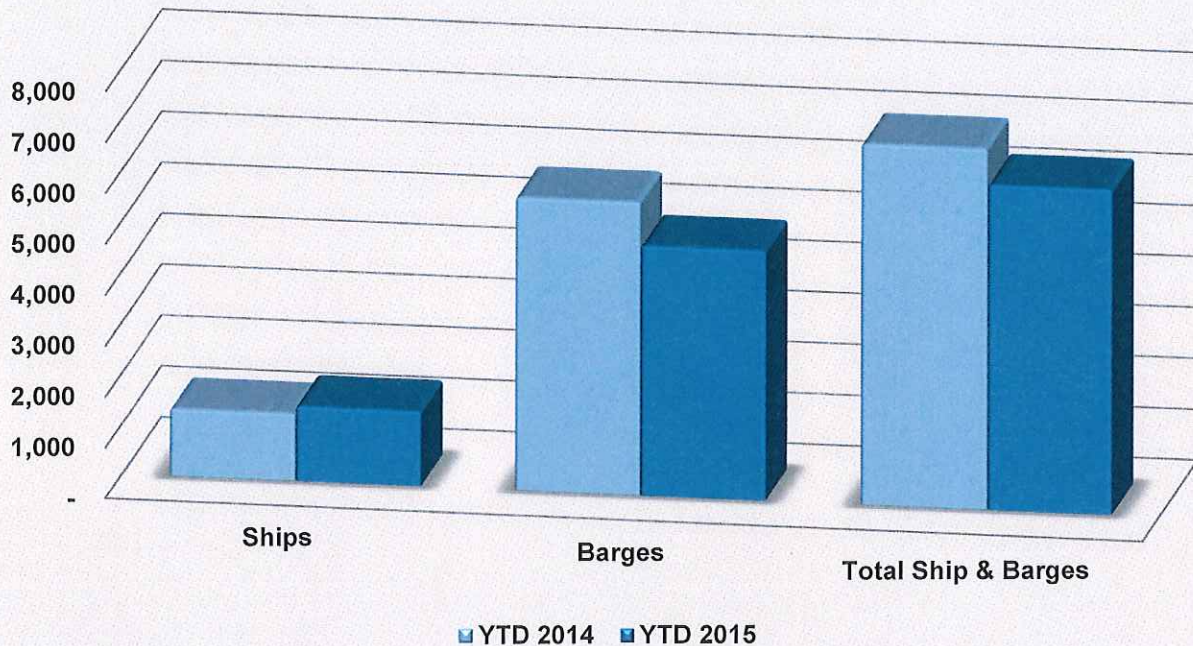
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

SHIP & BARGE MOVEMENTS

	October, 2015		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2015	2014			2015	2014		
Ships	144	156	(12)	-8%	1,480	1,332	148	11%
Barges	441	641	(200)	-31%	4,917	5,764	(847)	-15%
Total Ship & Barges	585	797	(212)	-27%	6,397	7,096	(699)	-10%

Ships & Barges

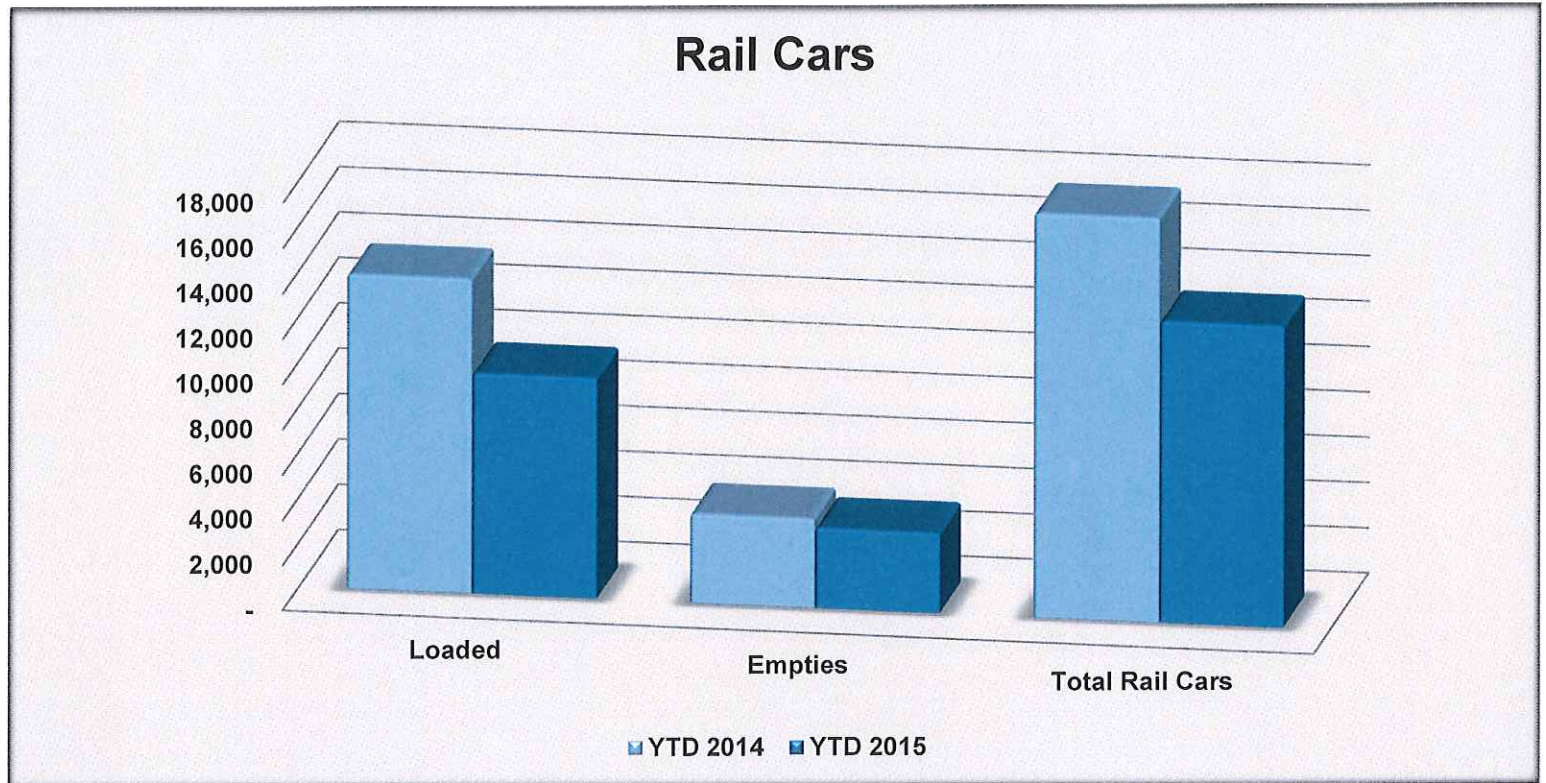


PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

RAIL CARS

	October, 2015		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2015	2014			2015	2014		
Loaded	1,634	2,872	(1,238)	-43%	9,758	13,877	(4,119)	-30%
Empties	163	348	(185)	-53%	3,572	3,965	(393)	-10%
Total Rail Cars	1,797	3,220	(1,423)	-44%	13,330	17,842	(4,512)	-25%



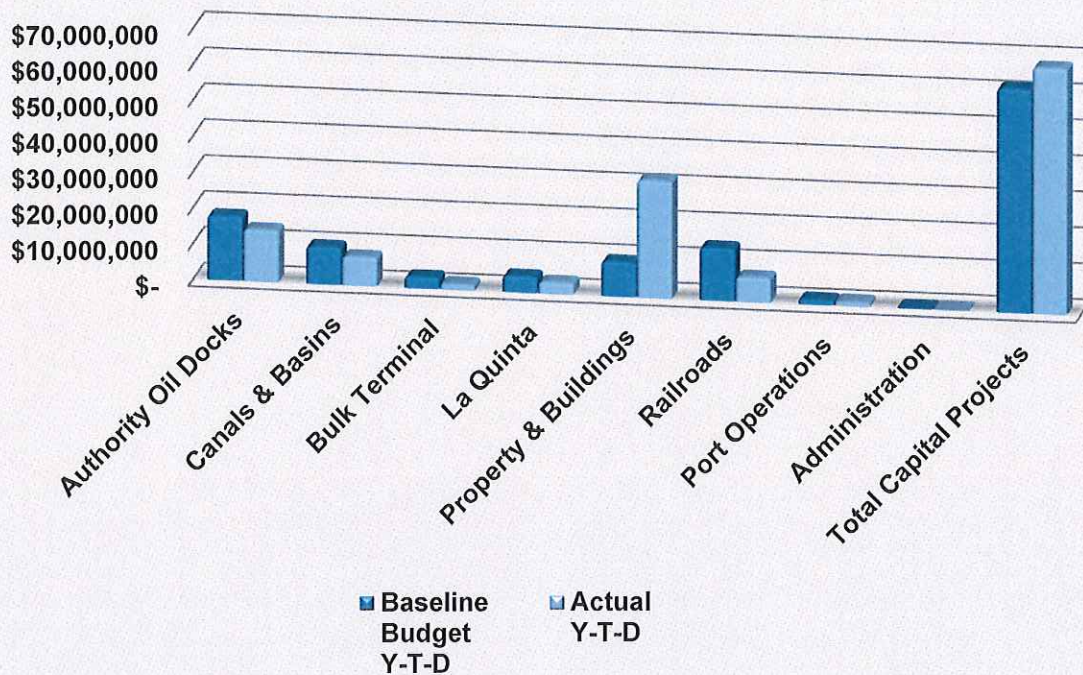
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

CAPITAL PROJECTS

	Annual Budget	Actual Y-T-D	Balance Remaining	Baseline Budget Y-T-D	Actual Y-T-D	Variance
Authority Oil Docks	\$ 23,469,142	\$ 14,486,897	\$ 8,982,245	\$ 17,932,142	\$ 14,486,897	\$ (3,445,245)
Canals & Basins	\$ 12,663,644	\$ 8,062,644	\$ 4,601,000	\$ 10,455,644	\$ 8,062,644	\$ (2,393,000)
Bulk Terminal	\$ 4,055,000	\$ 1,610,182	\$ 2,444,818	\$ 3,235,000	\$ 1,610,182	\$ (1,624,818)
La Quinta	\$ 5,785,000	\$ 3,277,162	\$ 2,507,838	\$ 4,597,000	\$ 3,277,162	\$ (1,319,838)
Property & Buildings	\$ 18,670,000	\$ 32,727,093	\$ (14,057,093)	\$ 9,740,000	\$ 32,727,093	\$ 22,987,093
Railroads	\$ 19,944,000	\$ 6,967,546	\$ 12,976,454	\$ 14,774,000	\$ 6,967,546	\$ (7,806,454)
Port Operations	\$ 1,755,000	\$ 1,257,580	\$ 497,420	\$ 1,430,000	\$ 1,257,580	\$ (172,420)
Administration	\$ 271,400	\$ 161,769	\$ 109,631	\$ 218,400	\$ 161,769	\$ (56,631)
Total Capital Projects	\$ 86,613,186	\$ 68,550,873	\$ 18,062,313	\$ 62,382,186	\$ 68,550,873	\$ 6,168,687

Capital Projects



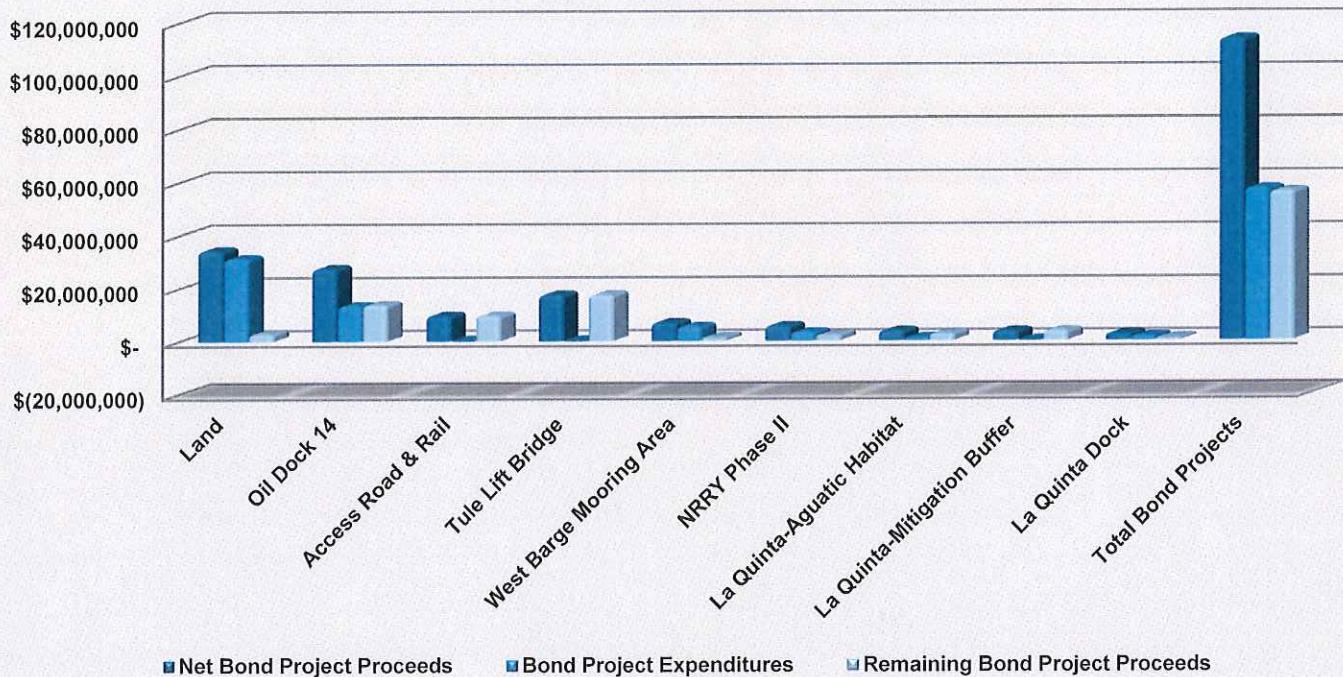
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

BOND PROJECT PROCEEDS - (As of October 2015)

	Bond Project Proceeds	Bond Issuance Expenses	Net Bond Project Proceeds	Bond Project Expenditures	Remaining Bond Project Proceeds
Land	\$ 34,960,000	\$ 346,544	\$ 34,613,456	\$ 31,578,085	\$ 3,035,371
Oil Dock 14	\$ 28,000,000	\$ 277,552	\$ 27,722,448	\$ 13,691,215	\$ 14,031,233
Access Road & Rail	\$ 10,000,000	\$ 99,126	\$ 9,900,874	\$ (3,480)	\$ 9,904,354
Tule Lift Bridge	\$ 18,000,000	\$ 178,426	\$ 17,821,574	\$ 21,765	\$ 17,799,809
West Barge Mooring Area	\$ 7,280,000	\$ 72,164	\$ 7,207,836	\$ 5,710,854	\$ 1,496,982
NRRY Phase II	\$ 6,000,000	\$ 59,476	\$ 5,940,524	\$ 3,537,500	\$ 2,403,024
La Quinta-Aquatic Habitat	\$ 4,020,000	\$ 39,848	\$ 3,980,152	\$ 1,189,269	\$ 2,790,883
La Quinta-Mitigation Buffer	\$ 3,940,000	\$ 39,056	\$ 3,900,944	\$ (1,371)	\$ 3,902,315
La Quinta Dock	\$ 2,800,000	\$ 27,755	\$ 2,772,245	\$ 1,755,620	\$ 1,016,625
Total Bond Projects	\$ 115,000,000	\$ 1,139,947	\$ 113,860,053	\$ 57,479,457	\$ 56,380,596

Bond Project Proceeds (As of October 2015)



POCCA Strategic Plan Action Items Dashboard							12/15/15	
PORT OF CORPUS CHRISTI AUTHORITY 2025 STRATEGIC PLAN								
Project Status Legend								
Blue = Complete		Rose = Change in Task Schedule		Green = No Issues / On Schedule	Yellow = Potential Risk of date Slip & Impact to Project	Red = Critical Issue - High Potential Date Slip - Needs Immediate Attention		
Goal	Strategic Objective	Team Leader	Action Leader	Tasks	Target Start Date	Target Completion	% Complete	Status
Strategic Goal #1 Fund Our Vision	Fund Operating Budget, Capital Program and Strategic Opportunities	D DeVries		Develop Financial Strategy	9/1/14	10/31/15	61%	
				Develop Capital Management System	7/1/15	3/31/16		Not Started
				Develop Performance Dashboard	1/1/16	12/31/16		Not Started
				Enhance Management of Revenue and Payments	4/1/15	6/30/16	15%	
	Manage Business and Operational Risks	D DeVries	D Devries	Identify and Rank Risk	7/1/15	6/30/16	<5%	
Strategic Goal #2 Provide Facilities & Services to Meet Customer Needs	Develop Master Plan and Asset Management Program	D Krams	B Flint	Develop PCCA Facilities Vision and Master Plan	5/1/15	1/6/17	<5%	
			B Flint	Develop Asset Management Program (AMP)	7/1/15	12/31/17	<5%	
	Provide Deepwater and Shallow-Draft Waterways Required to Support Maritime and Industrial Development	D Krams	D Koesema	Increase Stakeholder Understanding of Benefits and Value in Channel Improvements	1/1/16	1/2/17	<5%	
			D Koesema	Develop Funding Plan for Channel Development/DMPAs	9/1/15	5/31/17	20%	
			D Koesema	Develop Long-Term Plan for Channel Improvements and Dredge Material Management in Addition to Corps Requirements	6/1/16	12/31/17	<5%	
	Provide Public Docks & Support Private Facilities to Facilitate Maritime and Industrial Development	D Krams	D Michaelsen	Develop Facilities Plan with Emphasis on Preserving Flexibility to Respond to Market Demands	5/15/15	12/31/16	10%	
			D Michaelsen	Upgrade and Maintain Existing Docks and Facilities	7/1/16	6/30/17		Not Started
			D Michaelsen	Plan and Develop New Docks and Mooring Areas	1/1/16	11/1/17		Not Started
			B Flint	Develop Process to Support Private Customer Projects	5/1/15	12/31/15	<5%	
	Provide Surface Infrastructure and Services to Support Maritime and Industrial Development	D Krams	N Fudge	Support Efforts to Expand Regional Water Supply Available to Industry	11/1/15	6/30/17		Not Started
			N Fudge	Lead Process of Making Utilities Available to Port-Related Properties	11/1/15	6/30/17	8%	
			D Michaelsen	Continue Improvement of Rail Access to Support Waterborne Commerce and Port-Related Industry	7/1/15	6/30/17		Not Started
			B Flint	Improve Vehicular Access to Support Waterborne Commerce and Port-Related Industry	7/1/15	6/30/17	<5%	
Strategic Goal #3 Sustain Productive Stakeholder Relationships	Build and Sustain Productive Relationships with All Stakeholders	P Cardenas	P Cardenas	Establish Relationship Baseline with Each Stakeholder Group	7/15/15	12/20/20	15%	Ongoing
			J LaRue P Cardenas	Create Climate of Trust, Respect and Ownership	6/15/15	12/15/15		Not Started
			J Samu P Cardenas	Publicize and Recognize Successes	6/1/15	12/20/17		Ongoing
			R Collin P Cardenas N Olivo	Manage Stakeholders Relationships	6/15/15	Ongoing	30%	Ongoing
	Operate the Port's Facilities in a Safe, Secure and Efficient Manner	P Cardenas	T Mylett	Address Security Priorities Excluding Sensitive Security Information (SSI)	3/25/15	12/31/20		Ongoing
			See Team 6	Strive for Safety and Efficiency Excellence	See Item 6B in Team 6 Action Plan.			
Strategic Goal #4 Foster Compatible Industrial and Maritime Development	Proactively Pursue Diversified Port-related Economic Development Opportunities	R Medina	R Medina T Fuhrken S Lopez-Sosa	Develop Multi-year Marketing Plan for Industrial Development and Increase Cargo to/from the Port	9/1/15	6/1/16		Not Started
			R Medina S Lopez-Sosa	Vigorously assist Port-related industrial prospects in site selection, project planning and development.	9/1/15	12/1/16		Ongoing
			R Medina M Turner E Martinez	Identify and pursue general cargo and dry bulk diversification opportunities.	9/1/15	6/1/16		Ongoing
			J Pedersen	Lead region in developing infrastructure to attract new waterborne commerce and industrial development.	6/15/15	6/15/19		In Process
	Ensure Highest and Best Use of Existing Property and Facilities	R Medina	R Medina	Develop and agree on criteria for "Highest and Best Use."	9/1/15	12/1/15		In Process
			R Medina	Develop expanded land use guidance documents.	9/1/15	12/1/15		Not Started
	Acquire and Protect Land for Industrial Development and Port-related Infrastructure	R Medina	R Medina D Krams	Develop multi-year plan to acquire and protect properties.	6/1/15	6/1/16		In Process
Strategic Goal #5 Be an Environmental Leader	Define Environmental Standards in Partnership with Customers	S Garza	S Garza D Converse S Ashley	Define environmental standards that PCCA, our tenants, customers, and vendors will adhere to.	5/1/15	12/31/17	5%	
			S Garza P Cardenas D Krams	Develop implementation program for environmental standards.	5/1/15	6/30/18	25%	
			S Garza D Converse S Ashley	Define compliance verification process and create an annual reporting template/program (Tenant Audit Program, EMS Management Review, Construction Documents, Vendor Selection).	7/1/18	12/31/18	10%	
	Continue to Meet and Exceed Regulatory Standards	S Garza	S Garza	Implement environmental standards port-wide.	1/1/18	Ongoing	5%	
			S Garza	Develop and implement regulatory strategy for future environmental regulations.	6/1/16	Ongoing		Not Started
			S Garza	Verify compliance annually.	Ongoing	Ongoing	10%	
	Engage Environmental Community Proactively	S Garza	P Cardenas	Promote environmental leadership message continuously.	6/1/15	Ongoing	50%	
			S Garza	Define template for establishing environmental community engagement by project (existing Bulk Terminal, dredge material placement for next 100 years, and new projects).	1/1/17	Ongoing		Not Started
			S Garza	Active participation in community groups.	6/1/15	Ongoing	75%	
Strategic Goal #6 Grow Our People to Staff the Future	Implement Comprehensive Human Resources Strategy	S Davis	M. Euresti	Recruit, select and retain the best people.	3/1/15	6/1/16	75%	
				Develop people to achieve their potential.	5/1/15	12/31/15	40%	
				Develop succession planning program.	1/4/00	12/31/16	10%	
	Foster a Safe and Healthy Workplace	S Davis	A Leyva	Foster exceptional safety culture (strive for safety excellence).	12/31/17	Ongoing	15%	
			A Leyva	Identify and promote Port safety values.	12/31/17	Ongoing	20%	
			A Leyva	Develop comprehensive safety and health management system.	7/1/17	Ongoing	10%	
			A Leyva	Improve incident procedures for employees.	7/1/16	Ongoing	10%	

AGENDA ITEM NO. 26

Commission Comments

NO ATTACHMENT

AGENDA ITEM NO. 27

NO ATTACHMENT

AGENDA ITEM NO. 28

NO ATTACHMENT

AGENDA ITEM NO. 29

NO ATTACHMENT

AGENDA ITEM NO. 30

NO ATTACHMENT

**HARBOR BRIDGE REPLACEMENT PROJECT
CORPUS CHRISTI, TEXAS**

Four Party Agreement

This Agreement ("Agreement") is made by and between the Texas Department of Transportation ("TxDOT"), the Port of Corpus Christi Authority of Nueces County, Texas ("Port"), the City of Corpus Christi, Texas ("City"), and the Corpus Christi Housing Authority ("Housing Authority"). TxDOT, the Port, the City, and the Housing Authority are each referred to as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, the Federal Highway Administration ("FHWA") and TxDOT have proposed the replacement of the current Harbor Bridge in Corpus Christi, Texas (the "Project"). The bridge spans the Corpus Christi Ship Channel. FHWA and TxDOT, as joint lead agencies, initiated the National Environmental Policy Act ("NEPA") evaluation of the Project in 2011 and prepared an environmental impact statement (EIS);

WHEREAS, on March 13, 2015, the FHWA Coordination and Compliance Division received a complaint under Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) and 49 C.F.R. Part 21, submitted by two individuals who reside in the Hillcrest neighborhood in the City of Corpus Christi (the "Complaint");

WHEREAS, FHWA and TxDOT propose to enter a Voluntary Resolution Agreement ("Two Party Agreement") to implement specific Title VI mitigation actions for the Project and resolve the Complaint (**Exhibit B**). This Four Party Agreement is an agreement by the undersigned Parties who have joined together to implement the requirements of the Two Party Agreement; and

WHEREAS, TxDOT is authorized to enter into an interlocal contract with one or more local governments under Transportation Code §201.209, the Port is authorized to enter into a contract with any person, government or governmental agency necessary or convenient to carry out any of the powers granted to the Port in Subchapter E of Chapter 60, Water Code, the City is authorized to enter into an interlocal contract under Government Code, ch. 791, and the Housing Authority may cooperate with a municipality, political subdivision, or the state, in action taken with respect to the problems of providing housing for persons of low income under Local Government Code §392.059; and

WHEREAS, the Port supports the Project for a new, modern, efficient and safe Harbor Bridge which will improve the operations of the Port of Corpus Christi and make it more attractive to new industry;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual promises of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

Section 1. Effective Date. The Agreement shall become effective contemporaneously with the FHWA's issuance of the Record of Decision for the Project ("Effective Date"), which approves of the Preferred Alternative identified in the Final EIS signed on November 25, 2014.

Section 2. Effective Period. The Agreement will be in effect starting with the Effective Date and ending on the date the new Harbor Bridge is open to traffic ("Effective Period"). However, the obligations of the Parties to this Agreement shall be suspended during any period that the Harbor Bridge Project (Red Alternative) is suspended due to the actions of any federal or state agency, litigation, or administrative action related thereto. If the Harbor Bridge Project (Red Alternative) is terminated, this Agreement will cease to be effective.

Section 3. Exhibits. This Agreement incorporates herein the exhibits which show the Two Party Agreement, certain defined terms used in the Agreement, and show the action measures each Party will perform.

Section 4. Responsibility.

4.1 Each Party is responsible for performing the action items described in the exhibit identified for that Party attached to the Agreement. In addition, TxDOT is responsible to oversee the action items to be carried out by the Port, City, and the Housing Authority and to ensure completion of such items.

4.2 Nothing in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties.

Section 5. Record Keeping and Reporting.

5.1 Record Keeping. The Port and the City each shall maintain records of their work performed under this Agreement as it relates to each Neighborhood Property. The records shall be organized using a common identifying label for each property using the unique identifying record indicator established by the Nueces County Appraisal District.

5.2 Record Keeping Required by Two Party Agreement. The reporting requirements in this paragraph apply to the Port, City, and Housing Authority (the "Local Governmental Entities"). The Local Governmental Entities shall each maintain the records required by the Two Party Agreement that relate to their respective responsibilities under this Agreement.

5.3 Quarterly Reports by Port, City, Housing Authority. Each Local Governmental Entity shall submit one completed progress report quarterly, in a form/format provided by TxDOT, describing the work and progress made to carry out the action items it is responsible for under the Agreement, and as is necessary to satisfy the reporting requirements of the Two Party Agreement as they relate to their respective

responsibilities. Each Local Governmental Entity must submit a report for the periods of: October 1 to December 31, January 1 to March 31, April 1 to June 30, and July 1 to September 30, for the duration of the Effective Period. The Local Governmental Entity shall furnish one copy of the completed progress report to TxDOT on or before the thirtieth (30th) calendar day of the month following the end of the period for which the report is submitted. The Local Governmental Entity must complete the report in its entirety with the most accurate information available at the time of reporting. It must be able to support the information contained in its progress reports.

5.4 Quarterly Report by City's Liaison. The City shall submit quarterly reports to TxDOT as required by the Two Party Agreement that relate to the Liaison's duties.

5.5 Quarterly Report by TxDOT. TxDOT shall submit to FHWA one progress report quarterly, in a form/format approved by FHWA, describing the work and progress made to carry out the action items that TxDOT is responsible for under the Proposal. TxDOT must submit the quarterly reports for the duration of the Effective Period. TxDOT shall furnish one copy of the completed progress report to FHWA on or before the sixtieth (60th) calendar day following the end of the period for which the report is submitted. TxDOT must complete the report in its entirety with the most accurate information available at the time of reporting. It must be able to support the information contained in its progress reports.

Section 6. Inspection by FHWA. TxDOT and the Local Governmental Entities each agree to permit FHWA, or its authorized representatives, to inspect all work and other data, and to audit the books, records, and accounts of the Party and its contractors pertaining to performing the action items described in the Agreement.

Section 7. Dispute Resolution.

7.1 Informal Resolution Procedures as Condition Precedent. Any disputes among the Parties relating to this Agreement (a "Dispute"), shall be the subject of the informal dispute resolution procedures set out in this Section 7 before a Party may exercise any other rights and remedies available under Section 7.3.

7.2 Informal Resolution. If any Party believes a Dispute exists, that Party may notify the other Parties in writing that a Dispute exists. A Party may notify another Party that the provisions of this Section 7 are invoked (the "Resolution Start Notice"). The notice must include (a) the statement of such Party's position on the Dispute, (b) a summary of the reasons supporting such Party's position and (c) a proposed resolution to such Dispute that would be satisfactory to such Party. Within ten (10) business days from receipt of the Resolution Start Notice, the Party receiving the notice shall deliver to the other Party a written response to the Dispute (a "Resolution Response Notice"). Each Resolution Response Notice shall include (i) a statement of such Party's position on the Dispute, (ii) a summary of the reasons supporting such Party's position and (iii) a proposed resolution of such Dispute that would be satisfactory to such Party. Each Party will designate a senior executive of such Party (the "Designated Executive") and agrees that such Designated Executives shall have full authority to resolve such Dispute. A Party may replace its Designated Executive upon written notice to the other

Party. The Designated Executives shall immediately begin to communicate regarding the Dispute, including attendance at a personal meeting if requested by the other Designated Executive, and shall exercise good faith efforts to resolve the Dispute fairly and completely within forty five (45) days after the date of the Resolution Response Notice. A Party sending a written notice under this section must send a copy of the notice to all other Parties, whether such other Parties are the subject of the Dispute or not.

7.3 Other Rights and Remedies. If a Dispute has been the subject of informal resolution in accordance with this Section 7, and such procedures are concluded without a resolution to the Dispute that is satisfactory to both Parties, either Party shall be entitled to exercise any other rights and remedies available under this Agreement, or available at law or equity.

7.4 Performance. Each of the Parties shall continue performance under this Agreement during the process of resolving a Dispute.

Section 8. Enforcement.

8.1 The Local Governmental Entities each acknowledge and understand that if it does not fulfill its obligations under this Agreement, then TxDOT may assume all or part of their respective obligations. In that event, the Local Governmental Entities agree to reimburse TxDOT for all expenses, obligations, liabilities, costs and fees incurred by TxDOT in connection with assuming their respective obligations under this Agreement. Should TxDOT determine that one of the Local Governmental Entities is not in compliance with the Agreement, then TxDOT may take appropriate action to exercise its rights and remedies available under this Agreement, or available at law or equity. The Local Governmental Entities each acknowledge that TxDOT has provided valuable consideration in this Agreement and that TxDOT is authorized to seek remedies at law or equity to compel it's compliance with the Agreement. THE LOCAL GOVERNMENTAL ENTITIES EACH EXPRESSLY COVENANT AND AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING THE TEXAS CONSTITUTION, TO PROTECT, INDEMNIFY, RELEASE, DEFEND AND HOLD FREE AND HARMLESS TXDOT AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, INVITEES, AGENTS, AND CONTRACTORS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, COSTS AND EXPENSES (THE "LIABILITIES"), ARISING FROM OR AS A RESULT OF THE PARTY'S FAILURE TO CARRY OUT THE ACTION ITEMS DESCRIBED IN THE EXHIBIT IDENTIFIED FOR THAT PARTY ATTACHED TO THE AGREEMENT. The Local Governmental Entities each acknowledge that TxDOT, upon determining that such Party is indebted to TxDOT for Liabilities incurred under this Agreement (to the maximum extent of the indebtedness amounts described below), may submit a report to the Texas Comptroller under Texas Government Code Section 403.055 concerning holds on warrants or electronic funds transfers.

8.2 The Port acknowledges that TxDOT has provided valuable consideration in this Agreement. The Port acknowledges that if it fails to carry out the action items described in Exhibit C, that such failure constitutes a breach of the Agreement and an indebtedness to TxDOT in the amount of \$20 million less all Acquisition Costs (as

described under the heading “Reimbursement of acquisition costs over \$20 million” in Exhibit C) paid by the Port. TxDOT shall provide notice of the Port’s breach and an opportunity to resolve the dispute in accordance with Section 7 of this Agreement. TxDOT shall submit a report to the Texas Comptroller under Texas Government Code Section 403.055, concerning holds on warrants or electronic funds transfers, identifying the Port as a debtor to the state.

8.3 The City acknowledges that TxDOT has provided valuable consideration in this Agreement. The City acknowledges that if it fails to carry out the action items described in Exhibit D, that such failure constitutes a breach of the Agreement and an indebtedness to TxDOT in the amount of \$320,000. TxDOT shall provide notice of the City’s breach and an opportunity to resolve the dispute in accordance with Section 7 of this Agreement. TxDOT shall submit a report to the Texas Comptroller under Texas Government Code Section 403.055, concerning holds on warrants or electronic funds transfers, identifying the City as a debtor to the state, in an amount not to exceed \$320,000, less any amount the City has already expended under the Agreement.

8.4 The Housing Authority acknowledges that TxDOT has provided valuable consideration in this Agreement. The Housing Authority acknowledges that if it fails to carry out the action items described in Exhibit F, that such failure constitutes a breach of the Agreement and an indebtedness to TxDOT in the amount of \$1,500,000. TxDOT shall provide notice of the Housing Authority’s breach and an opportunity to resolve the dispute in accordance with Section 7 of this Agreement. TxDOT shall submit a report to the Texas Comptroller under Texas Government Code Section 403.055, concerning holds on warrants or electronic funds transfers, identifying the Housing Authority as a debtor to the state, in an amount not to exceed \$1,500,000, less any amount the Housing Authority has already expended under the Agreement.

8.5 The Local Governmental Entities each acknowledge that should it fail to carry out the obligations described in the exhibit to this Agreement identified for that Party, that TxDOT will request of the Corpus Christi Metropolitan Planning Organization (“Corpus Christi MPO”) that any future Metropolitan Mobility/Rehabilitation funds or other MPO fund sources that would otherwise be identified, programmed, or awarded to such Party for transportation projects, shall instead be programmed for TxDOT’s use for purposes of TxDOT assuming those obligations to ensure their completion. The Local Governmental Entities further acknowledge and agree that should TxDOT be required to reimburse the Port for costs of the Neighborhood Acquisition Plan that exceed \$20 million (as provided for in Exhibit C), that TxDOT will request of the Corpus Christi MPO that any future Metropolitan Mobility/Rehabilitation funds or other MPO fund sources (up to the amount of the required reimbursement) that would otherwise be identified, programmed, or awarded to one or more of the Local Governmental Entities, shall instead be programmed for TxDOT’s use for purposes of TxDOT funding its obligations under Exhibit C. The Local Governmental Entities each hereby commit that they will agree with TxDOT’s request and not take any action to object to or oppose TxDOT’s request or the Corpus Christi MPO’s approval and implementation of the request.

Section 9. Party Representative; Notices. The Parties each appoint a Party representative, a person whose role, on behalf of a Party, is to coordinate with the other

Parties on all work matters related to this Agreement, including working directly or indirectly with the public. Each Party reserves the right to change the designation of its representative from time to time by written notice to the other Parties. All requests, notices, demands, authorizations, directions, consents, waivers or other communications (collectively, "Notices") required or permitted under this Agreement shall be in writing and sent to the Party representative. Notices shall either be: (a) delivered in person, (b) sent by certified mail, postage prepaid, return receipt requested, using the United States Postal Service, or (c) delivered by a nationally recognized overnight courier service that obtains receipts. Each Notice shall be deemed to be delivered to a Party when received at its address set forth or designated as provided in this section.

Notices must be addressed to TxDOT at:

Christopher Caron, P.E.
District Engineer
Texas Department of Transportation
1701 South Padre Island Drive
Corpus Christi, TX 78416

(361) 808-2221
Chris.Caron@txdot.gov

Notices must be addressed to the Port at:

John P. LaRue
Executive Director
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, TX 78401

(361) 885-6189
john@pocca.com

Notices must be addressed to the City at:

Miles Risley
City Attorney
City of Corpus Christi Legal Department
1201 Leopard Street
P. O. Box 9277
Corpus Christi, TX 78469

(361) 826-3361
milesr@cctexas.com

Notices must be addressed to the Housing Authority at:

Gary Allsup
Chief Executive Officer
Corpus Christi Housing Authority
3701 Ayers Street
Corpus Christi, TX 78415

(361) 889-3350
gary_allsup@hacc.org

Section 10. Entire Agreement. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof, and no oral statements or prior written materials not specifically incorporated herein shall be effective. No variation, modification, or changes hereof shall be binding on any Party unless set forth in a document executed by all of the Parties.

Section 11. Assignment. Except as provided in the Voluntary Restrictive Covenant Program described in Exhibit C, the rights and/or obligations under this Agreement of any Party may not be assigned except with the express written consent of the other Parties. Any assignment in violation of this provision shall be void.

Section 12. Legal Construction. If one or more of the provisions contained in this Agreement shall for any reason be held inapplicable, invalid, illegal, or unenforceable in any respect, that inapplicability, invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the inapplicable, invalid, illegal, or unenforceable provision.

Section 13. Sole Benefit. This Agreement is entered into for the sole benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by a Party shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against any of the Parties, nor shall it be construed as relieving any third party or parties from any liabilities of such third party or parties to FHWA, TxDOT, the Port, the City, or the Housing Authority. The Parties do not waive, relinquish, limit or condition their right to avoid liability which they otherwise might have to third parties.

Section 14. Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by its duly authorized signatory, effective as provided herein.

PORT OF CORPUS CHRISTI AUTHORITY

John P. LaRue
Executive Director

Dated: _____

CITY OF CORPUS CHRISTI

Ronald L. Olson
City Manager

Dated: _____

TEXAS DEPARTMENT OF TRANSPORTATION

LtGen J.F. Weber, USMC (Ret)
Executive Director

Dated: _____

CORPUS CHRISTI HOUSING AUTHORITY

Gary Allsup
President and Chief Executive Officer

Dated: _____

Exhibit A – Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth in this Exhibit A. Capitalized terms in this Agreement which are not defined in this Exhibit A are defined in the text of the Agreement or other exhibits to the Agreement.

“Acquired Property” shall mean the Neighborhood Property and any other property in the Neighborhood acquired by the Port.

“Appraisal” shall mean a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

“Business” means any lawful activity, except a farm operation, that is conducted on property in the Neighborhood on January 1, 2016 and continuously thereafter:

(i) Primarily for the sale of products or services to the members of the Neighborhood or surrounding community for which the business is reliant on the Neighborhood for the majority of the sales; this determination will be made based on type of business, products or services offered, the location of the business, and the availability of the products or services outside of the Neighborhood; or

(ii) By a nonprofit organization that has established its nonprofit status under applicable Federal or State law.

“Business Property” means any facility in the Neighborhood, including a church, which is not Residential Property and in which a Business is conducted.

“Eligible Homeowners” shall mean, for any Owner Occupied Property, the Owner or Owners of that property on January 1, 2016.

“Home Based Business” means a home based business located within an Owner Occupied Property. The eligibility of a home based business must be shown by the prior two years certified Federal tax returns showing business operation and a percentage of the home used for the home based business. An eligible business would be relocated and reestablished only if the Owner of the property opted to participate in the Neighborhood Acquisition Program. The home value would be determined based on normal appraisal practices and the offer would be made to the Owner of the property. Separate relocation assistance packages (under the Relocation Program) would be presented, one concerning relocation of the Owner, and one concerning relocation of the business.

“Leathers Public Housing Complex” shall mean the 122-unit public housing complex by that name located in the City of Corpus Christi, which is owned by the Housing Authority and which is located adjacent to the Neighborhood.

“Neighborhood” shall mean the geographic area in the City of Corpus Christi that is inside the green boundary lines shown in Attachment No. 1 (which attachment is hereby incorporated into the Agreement).

“Neighborhood Acquisition Plan” or “Plan” shall mean the Port’s plan to purchase the Neighborhood Property as described under the headings “Neighborhood Acquisition Plan” in Exhibit C attached to this Agreement.

“Neighborhood Property” means Residential Property and Business Property.

“Neighborhood Property Owners” shall mean, for any Neighborhood Property, the Owner or Owners of that property on January 1, 2016 and who own it continuously thereafter.

“Owner” shall mean, with respect to any Neighborhood Property, a person who purchases or holds any of the following interests in the Neighborhood Property:

- (i) Fee title, a life estate, a land contract, a 99 year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition; or
- (ii) An interest in a cooperative housing project which includes the right to occupy a dwelling; or
- (iii) A contract to purchase any of the interests or estates described in subparagraphs (i) or (ii) above; or
- (iv) Any other interest, including a partial interest, which in the judgment of TxDOT warrants consideration as ownership.

“Owner Occupied Property” shall mean any dwelling in the Neighborhood that is owned by one or more Owners and in which at least one Owner who is a natural person resides on a permanent basis on January 1, 2016, and continuously thereafter, whether or not additional persons may reside in the dwelling as Tenants. Owner occupancy status would also apply for members of the military, or other owners, for whom there is a legal, work related, or other necessary reason for the person to not actively occupy the residence on January 1, 2016.

“Owner Occupied Restrictive Covenant” shall mean, for any Owner Occupied Property, a legally enforceable restriction that permanently prohibits the use of the property for residential purposes by anyone other than the Eligible Homeowners. Any Owner Occupied Restrictive Covenant described in this Agreement shall be for the benefit of TxDOT, the Port, and the City and may be enforced by any of these Parties.

“Person” means any individual, family, partnership, corporation, or association.

“Relocation Program” shall mean the Port’s plan to provide relocation benefits in connection with the Neighborhood Acquisition Plan as described under the heading “Relocation Program” in Exhibit C attached to this Agreement.

“Residential Restrictive Covenant” shall mean, for any Neighborhood Property, a legally enforceable restriction that permanently prohibits the use of the property for residential purposes by anyone. Any Residential Restrictive Covenant described in this Agreement shall be for the benefit of TxDOT, the Port, and the City and may be enforced by any of these parties.

“Residential Rental Property” shall mean any dwelling in the Neighborhood, including a single family house, a duplex for two or more families, or other multi-family housing, which is not an Owner Occupied Property and in which one or more Tenants reside on January 1, 2016. For properties in which a Tenant does not occupy the property on January 1, 2016, to apply the definition, the Owner must show previous tenant history for the two years immediately prior to the signing of this Agreement. Should the property been occupied by tenants for at least 45 weeks of the prior two years, the property would fall within the definition of Residential Rental Property. To be eligible under the Neighborhood Acquisition Plan (described below) an Owner must own the Residential Rental Property on January 1, 2016, and continuously thereafter. For the absence of doubt, the Leathers Public Housing Complex is not a Residential Rental Property for purposes of this Agreement.

“Residential Property” shall mean any Owner Occupied Property or Residential Rental Property.

“Tenant” shall mean a person who has temporary use and occupancy of Residential Property on January 1, 2016 and continuously thereafter. For the absence of doubt, a person living in the Leathers Public Housing Complex is not a Tenant for purposes of this Agreement.

“Uniform Act” shall mean the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601 et seq.).

“Voluntary Restrictive Covenant Program” or “Program” shall mean the Port’s program to purchase Owner Occupied Restrictive Covenants and Options as described under the heading “Voluntary Restrictive Covenant Program” in Exhibit C.

Exhibit B

Voluntary Resolution Agreement

Exhibit C – Port of Corpus Christi Authority

Neighborhood Acquisition Plan. No later than 120 days from the Effective Date of this Agreement, the Port will mail or deliver a written notice (“Original Notice”) to the Neighborhood Property Owners of each Neighborhood Property, expressing an interest in buying their Neighborhood Property on a voluntary basis and requesting a written expression of interest from the Neighborhood Property Owners of any Neighborhood Property who may be interested in selling their Neighborhood Property. The Port will provide written notice, in the same manner required under 49 C.F.R. § 24.102, of the terms of the Neighborhood Acquisition Plan to all Neighborhood Property Owners on an annual basis throughout the Effective Period of the program.

The Neighborhood Property Owners of any Neighborhood Property who provide the Port with a written expression of interest in selling their Neighborhood Property within three years after receiving the Port’s Original Notice are referred to in this Agreement as “Interested Neighborhood Property Owners,” whether one or more. The Port will make a written offer to the Interested Neighborhood Property Owners to purchase their Neighborhood Property (each an “Actual Offer”) for the full amount of the Port’s determination of the just compensation (as described below) for the property.

Under the Neighborhood Acquisition Plan, the sellers of any Neighborhood Property must have continuously owned the property from January 1, 2016 to the date of sale. (In other words, the Port will not purchase Neighborhood Property from any Owners other than the Owners of the property on January 1, 2016.)

For purposes of the Plan, the just compensation for any Neighborhood Property shall be deemed to be the approved Appraisal of the value of the property as determined under the appraisal process in 49 C.F.R. §§24.103 and 24.104, without giving effect to any rules that might render such rules inapplicable.

The Port’s Actual Offer to buy an Owner Occupied Property shall also give the Eligible Homeowners the right to retain a life estate in the property. The Port will automatically become the owner of the property upon the death of the last to die of the Eligible Homeowners. In such cases, the purchase price of the property will be reduced to reflect the value of the retained life estate. Eligible Homeowners who elect to retain a life estate in their Owner Occupied Property waive their rights to any relocation benefits described below under the heading “Relocation Benefits.”

Any Neighborhood Property purchased by the Port pursuant to the Neighborhood Acquisition Plan must be conveyed to the Port free and clear of any liens. Upon the Port’s purchase of any Neighborhood Property under the Neighborhood Acquisition

Plan, the Port shall promptly record a Residential Restrictive Covenant on that property in the real property records of Nueces County. In no instance shall the Port convey any acquired Neighborhood Property to any other person prior to executing and recording a Residential Restrictive Covenant on that property. The Port will demolish each dwelling or facility it purchases pursuant to the Neighborhood Acquisition Plan. The Port will maintain any property it acquires under the Plan, including mowing the grass as needed.

Relocation Program. If the Port buys any Owner Occupied Property in accordance with the Plan, the Port will provide relocation assistance to the Eligible Homeowners and eligible Tenants, if any, of that property. If the Port buys any Owner Occupied Property in which a Home Based Business is conducted, the Port will also provide relocation assistance for the Home Based Business.

Similarly, if the Port buys any Residential Rental Property pursuant to the Plan, the Port will provide relocation assistance to the eligible Tenants of that property. The sellers of a Residential Rental Property will not be provided relocation benefits.

If the Port buys any Business Property in accordance with the Plan, the Port will provide relocation assistance for the Business on that property.

The Port will provide relocation assistance to displaced Eligible Homeowners and displaced eligible Tenants as required under the applicable sections of the Uniform Act and 49 C.F.R. Part 24, Subparts C-F. The Port will provide relocation assistance to eligible Businesses and Home Based Businesses as required under the applicable sections of the Uniform Act and 49 C.F.R. Part 24, Subparts C-D. Within 60 days of the Effective Date of this Agreement, the Port will engage an acquisition and relocation service provider to implement and administer the Neighborhood Acquisition Plan on the Port's behalf.

Reimbursement of Acquisition Costs in Excess of \$20 Million. Under this Agreement, the Port's "Acquisition Costs" include the out-of-pocket costs incurred by the Port in carrying out the Neighborhood Acquisition Plan and the Relocation Program. Acquisition Costs include paying the acquisition and relocation service provider, purchasing Neighborhood Property, purchasing any other real property required under the Voluntary Acquisition Program, providing relocation benefits and moving expenses to eligible displaced Owners and Tenants of Owner Occupied Property, eligible displaced Tenants of Residential Rental Property, and eligible displaced Businesses and Home Based Businesses, providing relocation benefits and moving expenses to any other Person or Business in the Neighborhood that is required under the Relocation Benefits Program, and demolishing dwellings and facilities acquired under the Plan. If the Port spends more than \$20 million on Acquisition Costs ("Excess Acquisition

Costs”), TxDOT shall reimburse the Port for these Excess Acquisition Costs. The Port shall submit monthly invoices to TxDOT for Excess Acquisition Costs, if any, and TxDOT agrees to pay these invoices within thirty (30) days of receipt of same.

Voluntary Restrictive Covenant Program. The Port’s Original Notice to the Eligible Homeowners of each Owner Occupied Property will also include an alternative offer to buy: (1) an Owner Occupied Restrictive Covenant on the property, and (2) an option to purchase the property for its then appraised value (“Option”) if the Eligible Homeowners elect to sell the property or upon the death of the last to die of the Eligible Homeowners, whichever occurs first. The total purchase price of an Owner Occupied Restrictive Covenant will be not less than \$7,500. The Eligible Homeowners of any Owner Occupied Property shall have three years after receiving the Port’s Original Notice to accept the Port’s offer to buy an Owner Occupied Restrictive Covenant and an Option on their property.

If an Owner Occupied Property is owned by more than one Owner on January 1, 2016, the Port will not purchase an Owner Occupied Restrictive Covenant and Option on the property unless all Eligible Homeowners elect to sell the Owner Occupied Restrictive Covenant and Option. If all such Eligible Homeowners do elect to sell the Owner Occupied Restrictive Covenant and Option, the purchase price will be divided among the Eligible Homeowners in proportion to their ownership interests in the property. Upon the death of the last to die of the Eligible Homeowners, their Owner Occupied Property may no longer be used for residential purposes by anyone.

The Eligible Homeowners of an Owner Occupied Property may accept the Port’s offer to purchase an Owner Occupied Restrictive Covenant and Option on the property or the Port’s offer to buy the property, but not both offers. Upon the Port’s purchase of an Owner Occupied Restrictive Covenant and Option on an Owner Occupied Property, the Port shall promptly record the Owner Occupied Restrictive Covenant and Option in the real property records of Nueces County. The sellers of an Owner Occupied Restrictive Covenant and Option will not be provided relocation benefits.

The Port is solely responsible for the costs of the Voluntary Restrictive Covenant Program. There is no financial cap on expenditures under this program.

Notwithstanding anything to the contrary contained in the Voluntary Restrictive Covenant Program, if the Eligible Homeowners accept the Port’s offer to buy an Owner Occupied Restrictive Covenant and Option on their Owner Occupied Property, the Port may assign its contractual obligation to purchase the Owner Occupied Restrictive Covenant and/or Option to a third party of the Port’s choosing. If in such case, however, the third party fails to purchase the restrictive covenant or the Option, the Port will be obligated to do so.

Deadline to Accept Detailed Offer. If the Port prepares a detailed offer under any of the programs described above, the Person will have 60 days to accept the offer.

Transfer of Title. Under the Neighborhood Acquisition Plan and Voluntary Restrictive Covenant Program, at the closing of a sale of Neighborhood Property the Port will pay the reasonable expenses the Owner of the property necessarily incurred for recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying the real property. At the Port's expense, the Owner of the property shall participate in all good faith efforts to provide the Port good and marketable title. The Port may elect to accept the conveyance after resolving title issues or may accept the conveyance subject to conditions. At the closing all liens will be deducted from the payment made to Owner.

Responsibility for Programs in the Two Party Agreement. The Port accepts responsibility to carry out the Neighborhood Acquisition Plan, the Relocation Program, and the Voluntary Restrictive Covenant Program, as described in the Two Party Agreement. If TxDOT notifies the Port that the Port's work as described in this Exhibit C does not adequately satisfy the requirements of the Two Party Agreement, the Port agrees to carry out whatever additional work is needed.

Compliance with Record Keeping and Reporting Requirements Under Section 5 of the Agreement. In compliance with the requirements of Section 5, the Port will submit to TxDOT quarterly reports. Written progress reports will contain, but are not limited to, information on appraisals performed on specific properties pursuant to this Agreement, specific property purchases offered and accepted, relocation assistance provided and to whom, restrictive covenants purchased and from whom, title work performed, and other services related to the relocation of Neighborhood residents occurring during that reporting period.

Port Purposes. The Neighborhood Acquisition Plan and the Relocation Program are two elements of TxDOT's agreed upon Title VI mitigation actions for the Project, and the Port has agreed to assume responsibility for implementing the Neighborhood Acquisition Plan and the Relocation Program to ensure construction of the Project, which will eliminate the potential for a catastrophic collapse of the existing bridge and will provide 205 feet of navigational clearance to accommodate larger vessels entering the Port's Inner Harbor. The Port, by action of its Port Commission, hereby finds and determines that the Neighborhood Property is accessible to the Corpus Christi Ship Channel and the Inner Harbor District of the Port of Corpus Christi and that acquisition of the Neighborhood Property pursuant to the Neighborhood Acquisition Plan and the Relocation Program, and the Voluntary Restrictive Covenant Program, is necessary for the continued development of the Port of Corpus Christi and its waterways and will aid

in the development of navigation-related industries and businesses on the Port's property (collectively, "Port Purposes").

Community Advisory Board. A representative of the Port will attend TxDOT's quarterly meetings of the Community Advisory Board described in the Two Party Agreement.

Exhibit D – City of Corpus Christi

City support of Project, Neighborhood Acquisition Plan, Voluntary Restrictive Covenant Program. The City fully supports the Project and the Port's acquisition of property in the Neighborhood pursuant to the Neighborhood Acquisition Plan and Voluntary Restrictive Covenant Program, and agrees that the Acquired Property may be used for Port Purposes.

The City acknowledges and agrees that the representations and agreements made by the City in this Exhibit D have been made as a material inducement to the Port to enter into this Agreement, that the Port is relying on the City's representations and agreements, and that the Port would not have entered into this Agreement without the City's representations and agreements.

Use of eminent domain in a manner that is beneficial to Neighborhood residents. The City understands that the Port's use of eminent domain may be necessary to enable some sellers who have non-resident partial interest Owners to provide good and complete title to the Port and thereby participate in the Neighborhood Acquisition Plan. Also, Texas law assists residents by providing increased eligibility for relocation assistance if their properties are purchased by an entity with eminent domain authority, and the City desires to assist participants in the Neighborhood Acquisition Plan in their desire to receive relocation benefits. Therefore, pursuant to Texas Water Code §62.106(d), the City hereby consents to the Port's use of eminent domain authority in the acquisition of property in the Neighborhood. The City understands that, during the Effective Period, the Port will only use eminent domain when requested by the Owner or purported Owner of a property interest in the property being sold to the Port pursuant to the Neighborhood Acquisition Plan. As between the Port and the City only, this consent will survive the suspension or termination of this Agreement.

Transfer of weedy lot liens, paving liens, and demolition liens. For any property that the Port purchases under the Neighborhood Acquisition Plan and agrees to maintain pursuant to agreement between the City and Port, the City agrees to permanently transfer to the Port its rights to its Weedy Lot Liens, Paving Liens, and Demolition Liens on the basis of a City determination that the value of such obligations approximates or exceeds the value of the lien rights. The transfer of such rights will effectively constitute a release of such liens in favor of the Port, giving the Port additional flexibility in negotiating the purchase of property under the Neighborhood Acquisition Plan.

Maintenance of T.C. Ayers Park and Williams Memorial Park (Parks). To satisfy the requirements specified in the Two Party Agreement, the City will maintain the Parks for 24 months from the Effective Date.

Assistance to citizens – liaison for existing city housing programs. Subject to program continuation, the City of Corpus Christi will make available to eligible Neighborhood residents several existing City housing programs (the “City Housing Programs”):

- (1) CDBG Minor Home Repair Program;
- (2) CDBG Single Family Rehabilitation Program;
- (3) CDBG Appliance Replacement Program;
- (4) HOME Investment Partnerships Homebuyer Assistance; and
- (5) HOME Investment Partnerships Rehabilitation Program for Veterans

These housing programs are currently undersubscribed, but are subject to funds availability and their continuation in years after the current fiscal year are subject to annual funding appropriations from the City and federal agencies. The City will designate a city employee who will act as a liaison to Neighborhood residents, and facilitate access to services under the City Housing Programs. Applicants will need to meet federal requirements and other qualification criteria (for example, income limits) to access these programs. Housing programs may be continued or terminated in future years.

Assistance to citizens – liaison for providing information to eligible residents who are assessing whether to participate in the Neighborhood Acquisition Plan or Voluntary Restrictive Covenant Program. For any residential property that is eligible for the Neighborhood Acquisition Plan or the Voluntary Restrictive Covenant Program, the City will provide a liaison to provide information as each owner evaluates whether to participate. At no time will the liaison be making decisions for or on behalf of any person interested in participating.

Appointment of liaison. The City will designate one or more of its employees to carry out the responsibilities of the liaison as described below and as described under the heading “City Liaison and Liaison Program Details” in this Exhibit D. The City will initiate the Liaison Program no later than 60 days from the Effective Date of this Agreement and program will be in effect for a 48 month period following initiation. The City will designate at least one employee who will act as the liaison to carry out the duties under the Agreement (the “Liaison”). The City will give the contact information for the Liaison to each household in the Neighborhood.

The City will authorize the Liaison to facilitate and refer applicants to the following services that are currently provided by third Parties*:

1. Homeowner counseling offered by local banks. This type of counseling is often required for down payment assistance and other public and private grants. It can be made available to all of the affected homeowner residents.
2. *Privately Owned Apartments. It has been estimated by apartment developers that apartment developers will be able to provide the needed new multifamily

units for the designated low-income groups over the next two years utilizing a combination of incentives from the Federal Home Loan Bank Board and low income housing tax credits through the Texas Department of Housing and Community Affairs. Although advance commitments for this type of funding cannot be obtained, the City has a strong track record in obtaining competitive awards of low-income housing tax credits for projects each year, and local banks have made arrangements with the Federal Home Loan Bank Board for technical assistance in securing competitive awards through its programs. Federal fair housing laws would prohibit the restriction of any such developments only to persons from the Northside neighborhoods, but adequate capacity should be available to meet the needs of all Northside residents interested in relocating to new apartments in other areas.

3. *Affordable housing programs provided by developers in different parts of the City that will provide new housing options available for purchase.
4. *Banks offering low down-payment mortgage products, including loans that require as little as a \$500 down payment. As an example of a local bank program, BBVA Compass Bank has indicated that it has a low-interest loan program that pays most closing costs and only requires a \$500 down payment. BBVA has stated that credit scores as low as 620 are currently acceptable.
5. *Homeownership counseling through nonprofit agencies, including, but not limited to, Catholic Charities, Texas State Affordable Housing Corporation, TexasVeterans.com, and GreenPath.
6. *Local landlords.
7. The Corpus Christi Housing Authority. Additionally, the City will declare its support for the Neighborhood Acquisition Plan described in Exhibit C. This support is expected to enable the Corpus Christi Housing Authority to provide a preference for residents who have been displaced under the Plan.

*The City has not conducted an investigation to verify or guarantee statements made by third parties or the present or future availability of services provided by third parties. The City will not provide the services identified as being provided or facilitated by any entity other than the City.

Compliance with Record Keeping and Reporting Requirements Under Section 5 of the Agreement. In compliance with the requirements of Section 5, the City will submit to TxDOT quarterly reports. Written progress reports will contain, but are not limited to, a summary of all activities related to the performance of the Liaison's duties for that reporting period, as described in this Exhibit D.

Assemblage of tracts for Port Purposes. The City desires to encourage the assemblage of property for Port Purposes pursuant to the Neighborhood Acquisition Plan through

the strategic abandonment of rights of way that maintains the efficient contiguity of travel in and through the Neighborhood. Accordingly, the City acknowledges that the City Council may exercise its powers under Section 1(a)(11) of Article X of the City's Charter to close or alter the public streets, alleys, or other public ways within its jurisdiction in pursuit of said objective. The City acknowledges and agrees that where streets, alleys or other public ways abut Acquired Property, in order to facilitate the Port's use of the Acquired Property for Port Purposes, the closure or alteration of those streets, alleys, or ways may become necessary.

The City agrees that for purposes of closing or altering streets, alleys or other public ways pursuant to the Neighborhood Acquisition Plan, including a closure or alteration under Section 49-12 of the City's Code of Ordinances pursuant to such Plan, the City, by action of its City Council, may find that:

- (i) a request or petition by the Port to have the City Council close a street, alley or other public way abutting Acquired Property is considered by the City Council to be a request or petition jointly and severally initiated by the City and the Port;
- (ii) such closure or alteration is considered to be required for the proper completion of the Harbor Bridge, which is a public improvement project; and
- (iii) no further payment is required of the Port to acquire the part of the City's rights in a street, alley or other public way that the City chooses to abandon, close or alter.

The City maintains the discretion to abandon, close, alter, or retain a street, alley or other public way in response to a request or petition in a manner that maintains the efficient contiguity of travel in and through the Neighborhood.

Notwithstanding any other provision of this Agreement, if the City closes any streets (or other public ways) in the Neighborhood (or portions thereof) at the request of the Port, the City, by action of its City Council, hereby finds the Port will not be required to pay any additional amounts to the City for the property it acquires in connection with these street closures.

Community Advisory Board. The City's Liaison will attend TxDOT's quarterly meetings of the Community Advisory Board described in the Two Party Agreement.

City's Liaison and Liaison Program Details

I. Scope

The Liaison will provide proactive informational assistance to interested persons who are assessing whether to participate in the Acquisition Program, the Relocation Program, and the Covenant Program. For any Owner or Tenant, the Liaison will provide information to those individuals who indicate a desire for such assistance in relation to the provisions of this Agreement.

II. Guiding principles of the Liaison Program

The essence of effective practice of the Liaison will be determined and set by guiding principles, including:

- Facilitate the provision of sufficient information to interested persons to reduce otherwise-existing denials of or delays in the provision of benefits.
- Avoid or minimize a situation where an interested person leaves an information session without the Liaison having provided a clear path for the interested person to be capable of understanding eligibility for one or more benefits.
- Avoid or minimize a situation where an interested person leaves an information session without the Liaison having identified a methodology for determining eligibility for benefits for which the interested person qualifies or the steps for how they could determine such qualification.
- Facilitate the full and fair application of every potential program element with the goal of enabling interested persons to have the capability to access the maximum level of program benefits.
- Ensure that language translation and interpreter services are available for all Limited English Proficiency (LEP) persons, in accordance with Executive Order 13166 and TxDOT's Language Assistance Plan.¹

III. Liaison program goals

The goals of the Liaison program are:

- to provide information and assistance to try to ensure that each interested person is appropriately knowledgeable about the benefits and options available to them;
- to facilitate each interested person's evaluation of and application for the benefits for which they are eligible;

¹ <http://ftp.dot.state.tx.us/pub/txdot-info/ocr/language-assistance-plan.pdf>.

- to coordinate with any third party public or private entities with whom TxDOT has an agreement pursuant to this Agreement.

IV. Liaison position minimum qualifications

The City will ensure the Liaison has the following minimum qualifications:

- Training: the Liaison will be properly trained in the knowledge and skills to adequately provide assistance to interested persons pursuant to this Agreement.
- Maturity and Experience: the Liaison will have the maturity, experience, and negotiation skills necessary to work with the affected community.
- Bilingual: the Liaison services will either be fluent in English and Spanish or be able to provide easy access to an individual or individuals who are fluent in English and Spanish.

V. Liaison Support

The City will provide, or cause to be provided, support to the Liaison as necessary for the successful performance of the Liaison's duties.

VI. Field Office and Equipment

The City will ensure the Liaison has an office facility within the Hillcrest/Washington-Coles Neighborhoods or within 1000 feet thereof, which will serve as a Field Office to facilitate providing assistance effectively and efficiently to interested persons. The Field Office will be in a safe location and of a size sufficient to hold small (5-10 person) meetings. In addition, the City will ensure the Liaison has a laptop computer with specifications sufficient to carry out their duties, as well as a compatible printer and miscellaneous office supplies.

VII. Primary program duties of the Liaison

The Liaison's primary duties will be to:

1. Prepare and execute an early and continuing Coordination Plan. The Liaison will be responsible for developing and executing a Plan for early and continuing coordination and interaction with interested persons, Owners, Tenants, Acquisition Program participants, Voluntary Restrictive Covenant Program participants, and TxDOT, the Port, and the Housing Authority.
2. Develop and maintain database. The Liaison will maintain a database on each interested person and Owner, where they are in the process, and what next steps have been identified and communicated to the person. The Database will

be updated on a daily or weekly basis. The Database will include all of the Liaison's correspondence with interested persons and Owners, project participants, and appropriate contacts with the City, the Texas Department of Transportation, the Port of Corpus Christi Authority, the Corpus Christi Housing Authority, the relocation assistance firm contracted by the Port of Corpus Christi Authority, and other community contacts.

3. Limited English Proficiency (LEP) plan. The Liaison will prepare a Limited English Proficiency (LEP) Plan describing the policies, services, and information that the Liaison will take to ensure that LEP persons have meaningful access to the programs, benefits, assistance, and information.
4. Performance report. The Liaison will provide TxDOT or its designee with a quarterly progress report. In addition, the Liaison will assist TxDOT with any reporting pursuant to Section 5 of this Agreement.
5. Request for increased support or resources/scalability potential. If, any time during the Term of this Agreement, if the Liaison determines that more support or resources may be needed, the Liaison may provide TxDOT and the City with the Liaison's recommended program changes, accompanied by the appropriate written justifications and supporting performance and other data.
6. The Liaison will be responsible for providing for the interview of each eligible interested person to determine said interested person's needs, evaluate their eligibility for each program, explain how their participation in the Programs described herein would work, and how available benefits would assist them in the process.
7. The Liaison will listen to each interested person's explanation of personal issues to provide the Liaison with a better understanding of what that person needs.
8. The Liaison will make phone calls to the relevant agencies and third party entities as needed, in order to inquire about matters to determine eligibility, schedule appropriate meetings, and determine what materials will be required of the interested person in order to access services.
2. The Liaison will also facilitate an interested person in accessing other forms of assistance that can be provided to maximize the interested person's benefits or help lessen the process burdens on an interested person in participating in the Programs described herein. This assistance may include referral to other

appropriate public and private agencies that provide services concerning housing financing, employment, health, welfare, or legal assistance.

Exhibit E – Texas Department of Transportation

Purchase of property. For purposes of right of way, and for a lay-down area during the construction period for the Project, TxDOT will purchase from the Corpus Christi Housing Authority the property known as D. N. Leathers I and D. N. Leathers II (approximately 26.75 acres). However, TxDOT's obligation to purchase is contingent on the Housing Authority offering the property at an agreed upon market value, the closing of the purchase occurring no later than January 15, 2017, and the property being free of structures. (Some of the D.N. Leathers II property has previously been designated as planned for acquisition for right of way; TxDOT may acquire such portion of the property by separate purchase or by condemnation.)

Exhibit F - Corpus Christi Housing Authority

Housing preference for participants in the Neighborhood Acquisition Plan. If the Port designates a person as having been “Displaced by Government Action” as described below, the Housing Authority will accept that designation. This applies to any Eligible Homeowner or Tenant of an Owner Occupied Property, or Tenant of a Residential Rental Property, that is the subject of a sale to the Port under the Neighborhood Acquisition Plan described in Exhibit C. The Port will provide documentation showing the persons who were the subject of a purchase under the Plan, and therefore properly designated as “Displaced by Government Action.”

The designation means the Housing Authority will provide its highest preference which will place those displaced residents at the top of the Housing Authority’s waiting list. The Housing Authority typically houses as many as 400 new families per year into public housing units.

- Residents in the Public Housing Program pay 30% of their income as rent
- Assistance is available for residents earning up to 80% of area median income.
- Applicants must meet and comply with program requirements as described in the Housing Authority’s Admissions and Continued Occupancy Plan

Closing of D.N. Leathers I, relocation of tenants, demolition, and sale. The Housing Authority owns Leathers I, which is a 122-unit public housing complex that is adjacent to the Hillcrest neighborhood. As described below, the Housing Authority has for several years planned to Close Leathers I, relocate the tenants, demolish the structures, and sell the property. Within 60 days of the Effective Date, the Housing Authority will apply for the approval of the United States Department of Housing and Urban Development (“HUD”) to relocate residents, demolish the structures, and dispose of the property under HUD’s public housing demolition and disposition procedures. The Housing Authority will seek expedited processing, consideration, and approval.

The Board of Commissioners of the Housing Authority established a general plan to relocate the tenants of Leathers I to a new facility, with the first step being the submission of an application to HUD seeking approval for a Rental Assistance Demonstration (“RAD”) program to convert the Housing Authority’s entire public housing portfolio so that the Housing Authority may leverage the private capital markets to make capital improvements. The Board of Commissioners authorized the RAD application on November 11, 2013, the Housing Authority submitted the application on December 19, 2013, and HUD approved the application on March 27, 2015.

HUD's demolition and disposition procedures require the Housing Authority to provide a relocation plan for, and to provide rehabilitation transfers to, the residents of Leathers I.

The relocation plan must include:

- The Housing Authority will relocate the tenants no later than December 31, 2016.
- When the Housing Authority establishes a new facility to replace D.N. Leathers I in a new location outside of the Hillcrest area but within the City of Corpus Christi, all the residents of D.N. Leathers I will be offered priority placement in the new property, as approved by HUD.
- Relocation of residents on a nondiscriminatory basis, and relocation resources.
The Housing Authority must offer each family displaced by demolition or disposition comparable housing that meets housing quality standards and uniform physical condition standards, and that is located in an area that is generally not less desirable than the location of the displaced persons. The housing must be offered on a nondiscriminatory basis, without regard to race, color, religion, creed, national origin, handicap, age, familial status, or gender, in compliance with applicable Federal and state laws. For persons with disabilities displaced from a unit with reasonable accommodations, comparable housing should include similar accommodations. Housing options shall include:
 - Occupancy in a public housing unit operated or assisted by the Housing Authority at a rental rate paid by the family that is comparable to the rental rate applicable to the unit from which the family is vacated; or
 - Tenant Protection Voucher, if such vouchers are issued by HUD, except that such assistance will not be considered "comparable housing" until the family is actually relocated into such housing.
- Certain provision for in-place tenants.
The Housing Authority may not complete disposition of a building until all tenants residing in the building are relocated, and must:
 - notify each family residing in the development of the proposed demolition and disposition 90 days prior to the displacement date, except in cases of imminent threat to health and safety. The notification must include a statement that:
 - The development or portion of the development will be demolished and disposed of;
 - The demolition of the building in which the family resides will not commence until each resident of the building has been relocated;

- Each family displaced by such action will be provided comparable housing, which may include housing with reasonable accommodations for disability.
- provide for the payment of the actual and reasonable relocation expenses of each resident to be displaced, including residents requiring reasonable accommodations because of disabilities;
- ensure that each displaced resident is offered comparable replacement housing;
- provide any necessary counseling for residents that are displaced.
- Right of return.
 - Displaced residents will not have the opportunity to return to Leathers I since the property will be demolished. However, displaced families will be offered the opportunity to relocate to a new property once it is completed.
- Additional plan requirements.
 - The number of individual residents to be displaced;
 - The type of counseling and advisory services the Housing Authority will provide;
 - What housing resources are expected to be available to provide housing for displaced residents; and
 - An estimate of the costs for counseling and advisory services and resident moving expenses, and the expected source for payment of these costs.

Closing of D.N. Leathers I, relocation of tenants. Notwithstanding any other provisions of this exhibit and contingent upon HUD approval of demolition and disposition and upon an agreement with TxDOT to purchase the D.N. Leathers I property, the Housing Authority will ensure the tenants who on January 1, 2016 are housed at the D. N. Leathers I property are offered relocation assistance and benefits pursuant to the program requirements of the United States Department of Housing and Urban Development (HUD), and that such benefits are provided to any tenants who accept the offer. Housing options shall include:

- Occupancy in a public housing unit operated or assisted by the Housing Authority at a rental rate paid by the family that is comparable to the rental rate applicable to the unit from which the family is vacated; or
- Tenant Protection Voucher, if such vouchers are issued by HUD, except that such assistance will not be considered “comparable housing” until the family is actually relocated into such housing.

If for any reason such benefits are not offered to the tenants, or were offered and housing with a Tenant Protection Voucher and occupancy in a public housing unit was not available, the Housing Authority shall relocate the tenants and offer relocation assistance and benefits pursuant to the applicable sections of the Uniform Act and 49 C.F.R. Part 24, Subparts C-F. (A tenant claiming that housing under HUD's Tenant Protection Voucher program or the Public Housing Program is not available in the City of Corpus Christi must show they have made good faith efforts to obtain such housing.) The Housing Authority will initiate assistance no later than December 31, 2016.

Sale of D.N. Leathers II. The Housing Authority owns the property on which Leathers II was formerly located, which was a public housing complex adjacent to the Hillcrest neighborhood. The buildings at Leathers II have been demolished. The property remains subject to HUD regulation and oversight regarding property uses and disposition.

Within 60 days of the Effective Date, the Housing Authority will apply to HUD for expedited processing, consideration, and approval to sell the property to TxDOT under HUD's Public Housing Demolition and Disposition regulations.

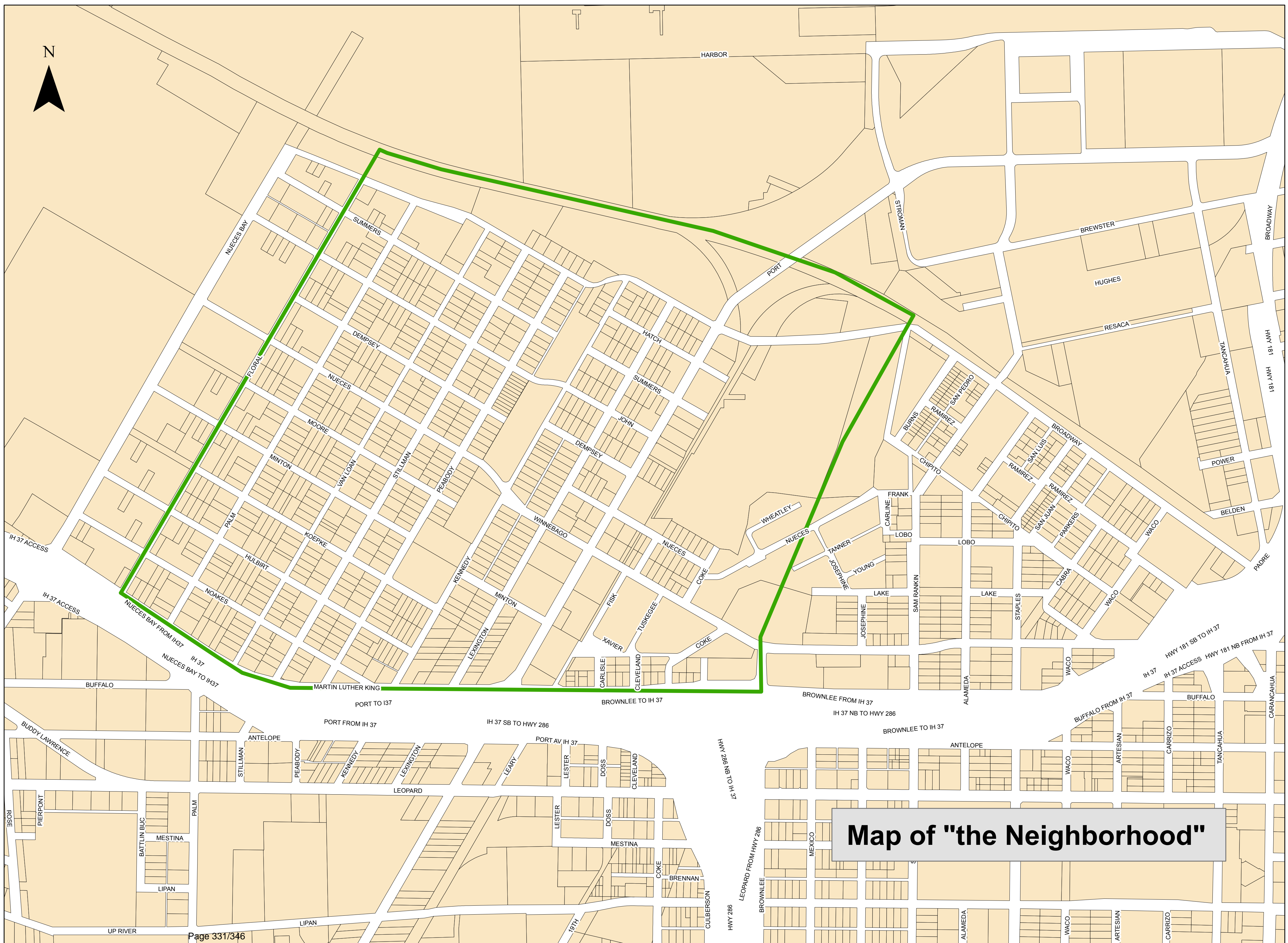
Compliance with Record Keeping and Reporting Requirements Under Section 5 of the Agreement. In compliance with the requirements of Section 5, the Housing Authority will submit to TxDOT quarterly reports. Written progress reports will contain, but are not limited to, a summary of all activities related to the relocation of tenants currently housed in D.N. Leathers I, including progress related to the identification of alternative locations for new public housing and for tenants.

Community Advisory Board. A representative of the Housing Authority will attend TxDOT's quarterly meetings of the Community Advisory Board described in the Two Party Agreement.

Attachment No. 1

Map Showing the “Neighborhood”

Eligible for the Neighborhood Acquisition Plan
and the Voluntary Restrictive Covenant Program



VOLUNTARY RESOLUTION AGREEMENT

I. Purpose

The Federal Highway Administration (FHWA) and the Texas Department of Transportation (TxDOT) hereby enter into this Voluntary Resolution Agreement (Agreement) to propose specific Title VI mitigation actions for the U.S. Highway 181 improvements from Beach Avenue to Morgan Avenue at the Crosstown Expressway Project (Project). These actions will ensure the affected minority persons in the Northside Community of Corpus Christi, Texas (Hillcrest and Washington-Coles)¹ do not bear disproportionately high and adverse human health or environmental effects as a result of the Project.

FHWA conducted an investigation pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-7 (Title VI) and its implementing regulations at 49 C.F.R. Part 21. This investigation was initiated in response to an administrative complaint filed by the Texas Rio Grande Legal Aid, Inc. on March 13, 2015, on behalf of two individuals who live in Hillcrest.

The complaint alleged, in part, that TxDOT violated Title VI when the Red Alternative² for the Project was selected, which created a disparate impact for the predominantly minority Hillcrest and Washington-Coles residents.

II. Applicability

Title VI provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Title 49 of the Code of Federal Regulations, Part 21 (the Regulations) implements Title VI for the U.S. Department of Transportation (USDOT) and provides that Recipients may not, directly or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, or national origin. TxDOT is a Recipient of Federal financial assistance from the FHWA, and the Project includes Federal financial assistance.

¹ This document incorporates the geographic boundaries for the Northside Community, Hillcrest Neighborhood, and Washington-Coles Neighborhood as defined in the TxDOT Final Environmental Impact Statement – US 181 Harbor Bridge – November 2014, and as depicted in Appendix A, Figure 3.5-7 (<https://ccharborbridgeproject.files.wordpress.com/2012/02/appendix-a-figures1.pdf>).

² *Id.* § 2.8 Identification of the Recommended Alternative.

III. No Admission of Violation

By signing this Agreement, TxDOT, disputes that a Title VI violation has occurred.

IV. Effective Date, Term of the Agreement, and Timelines

The term of this Agreement (Term) shall commence on the date FHWA issues the Record of Decision for the Project, which approves of the Preferred Alternative identified in the Final EIS signed on November 25, 2014 (Effective Date) and shall terminate after the date FHWA approves the final voucher for the Project. If the Project (Red Alternative) is terminated, this agreement will cease to be effective. Should the project be suspended due to funding or legal action, the actions required in this Agreement are suspended during the time of the Project suspension.

If TxDOT is unable to comply with the initial timelines in this document, then TxDOT may request an extension, which shall not be unreasonably withheld. If TxDOT does not comply with the timelines agreed to under this Agreement, then FHWA may pursue potential sanctions, as discussed in Section XI of this Agreement.

V. Definitions

For the purpose of this Agreement, the terms listed below shall have the following meanings:

Appraisal means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Business means any lawful activity, except a farm operation, that is conducted on property in the Neighborhood on January 1, 2016 and continuously thereafter:

- (i) Primarily for the sale of products or services to the members of the Neighborhood or surrounding community for which the business is reliant on the Neighborhood for the majority of the sales;³
- (ii) By a nonprofit organization that has established its nonprofit status under applicable Federal or State law;
- (iii) A home based business located within an Owner Occupied Property.⁴

³ This determination will be made based on type of business, products or services offered, the location of the business, and the availability of the products or services outside of the Neighborhood.

D.N. Leathers I or Leathers shall mean the 122-unit public housing complex by that name located in the City of Corpus Christi, which is owned by the Corpus Christi Housing Authority and which is located adjacent to the Hillcrest neighborhood.

Days shall mean calendar days.

Neighborhood shall mean the geographic area in the City of Corpus Christi bounded by West Broadway Street, Floral, Martin Luther King Drive, and the right of way line of the Project, as shown in **Appendix A** (the area inside the green boundary lines) attached to and made part of this Agreement.

Owner means a person who purchases or holds any of the following interests in real property:

- (i) Fee title, a life estate, a land contract, a 99 year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition; or
- (ii) An interest in a cooperative housing project which includes the right to occupy a dwelling; or
- (iii) A contract to purchase any of the interests or estates described in subparagraphs (i) or (ii) of this section; or
- (iv) Any other interest, including a partial interest, which in the judgment of TxDOT warrants consideration as ownership.

Owner Occupied Property means any dwelling in the Neighborhood that is owned by one or more Owners and in which at least one Owner that is a natural person resides in the dwelling on a permanent basis on January 1, 2016, and continuously thereafter, whether or not additional persons may reside in the dwelling as Tenants.⁵

Person means any individual, family, partnership, corporation, or association.

Residential Property means any Owner Occupied Property or Residential Rental Property.

⁴ The eligibility of a home based business must be shown by the prior two years certified Federal tax returns showing business operation and a percentage of the home used for the home based business. An eligible business would be relocated and reestablished only if the Owner of the property opted to participate in the Acquisition Program. The home value would be determined based on normal appraisal practices and the offer would be made to the Owner of the property. Separate relocation assistance packages (under the Relocation Program) would be presented, one concerning relocation of the Owner, and one concerning relocation of the business.

⁵ Owner occupancy status would also apply for members of the military, or other owners, for whom there is a legal, work related, or other necessary reason for the person to not actively occupy the residence on January 1, 2016.

Residential Rental Property means any dwelling in the Neighborhood, including a single family house, a duplex for two or more families, or other multi-family housing, which is not an Owner Occupied Property and in which one or more Tenants reside on January 1, 2016.⁶ To be eligible under the Acquisition Program (described below) an Owner must own the Residential Rental Property on January 1, 2016, and continuously thereafter. For the absence of doubt, the Leathers Public Housing Complex is not a Residential Rental Property for purposes of this Agreement.

Tenant means a person who on January 1, 2016, and continuously thereafter, has the temporary use and occupancy of Residential Property owned by another.

VI. TxDOT Actions

- A. As the Recipient of Federal-Aid Highway funds from FHWA, TxDOT is solely responsible for effectuating the actions described in this Agreement. Except where noted, the actions described below will be performed in addition to the mitigation actions already committed to by TxDOT as they relate to the Project, contained within the Final Environmental Impact Statement (FEIS). TxDOT agrees to comply with Executive Order 12892 to affirmatively further fair housing.
- B. TxDOT will perform or effectuate the following:
 - 1. **Mitigation in Final EIS.** As described in TxDOT's Final EIS⁷, TxDOT will provide assistance for residential and business displacements in Washington-Coles for those properties within the Project Right-of-Way, including but not limited to the use of TxDOT relocation counselors to work with persons displaced to find decent, safe and sanitary dwellings in the residents' preferred locations. Additional mitigation is described in the Final EIS.
 - 2. **Property Acquisition Management.** Within 120 days of the Effective Date of this Agreement TxDOT will retain, or cause to be retained, a responsible party or parties as Acquisition Manager (Manager) for the purposes of managing and implementing the Voluntary Acquisition Program (Section VI(B)(3)) and the Relocation Benefits Program (Section VI(B)(4)). The Manager will carry out and

⁶ For properties in which a Tenant does not occupy the property on January 1, 2016, to apply the definition, the Owner must show previous tenant history for the two years immediately prior to the signing of this Agreement. Should the property been occupied by tenants for at least 45 weeks of the prior two years, the property would fall within the definition of Residential Rental Property.

⁷ Final Environmental Impact Statement – US 181 Harbor Bridge – November 25, 2014, § 4.7.6.2 Mitigation Measures, <http://ccharborbridgeproject.com/eis/>.

manage all appraisals, purchases, relocation assistance, title work, and other related services. The Manager must keep and retain all records required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as implemented in Title 49 of the Code of Federal Regulations, Part 24, and required by Title VI of the Civil Rights Act of 1964. TxDOT will provide oversight of the Manager to ensure the Uniform Relocation Act is followed and displaced persons are treated in a fair and equitable manner.

3. **Voluntary Acquisition Program (Acquisition Program).** For each Owner of Residential Property and Business in the Neighborhood, TxDOT will carry out a Voluntary Acquisition Program. This Program will be made available to eligible Owners and Businesses that express, in writing, a desire to participate in the Acquisition Program. If an Owner or Business owner expresses an interest in acquisition during the effective period for the program, then TxDOT will treat them as a *displaced person* with the rights and privileges set forth in 49 C.F.R. § 24.2(a)(9). As such, TxDOT will ensure that interested Owners' and Business' properties are appraised, the appraisals are reviewed, and offers to acquire the properties are issued. For an Owner Occupied Property, the offer shall also give the Owner the right to retain a life estate in the property. In such cases, the purchase price of the property will be reduced to reflect the value of the retained life estate. Eligible Owners who elect to retain a life estate waive their rights under the Relocation Program (described below). TxDOT will provide, or cause to be provided, written notice, in the same manner required under 49 C.F.R. § 24.102, of the terms of the Acquisition Program to all Owners, and Businesses on an annual basis throughout the effective period of the program. TxDOT will initiate the Acquisition Program no later than 120 days from the Effective Date of this Agreement. TxDOT will provide the first written notice no later than 120 days from the Effective Date of this Agreement. For purposes of the Acquisition Program, the just compensation for any property shall be deemed to be the approved appraisal of the value of the property as determined under the appraisal process in 49 C.F.R. §§24.103 and 24.104, without giving effect to any rules that might render such rules inapplicable. TxDOT will initiate the Acquisition Program no later than 120 days from the Effective Date, and the program will be in effect for a three year period following initiation. TxDOT will not be required to condemn any property under this program.
4. **Relocation Benefits Program (Relocation Program).** TxDOT will carry out a Relocation Benefits Program in the Neighborhood. TxDOT will provide, or cause to be provided, relocation benefits for (1) Owners who participate in the Acquisition Program (except homeowners who elect to retain a life estate waive

their rights to any relocation benefits), (2) Tenants of an Owner Occupied Property or Residential Rental Property in which the Owners participate in the Acquisition Program, and (3) Businesses who participate in the Acquisition Program. TxDOT will provide relocation assistance to eligible displaced Owners and Tenants as required under the applicable sections of the Uniform Act and 49 C.F.R. Part 24, Subparts C-F. Participating Tenants must express an interest, in writing, to TxDOT. TxDOT will initiate the Relocation Program no later than 120 days from the Effective Date of this Agreement and the program will be in effect for a three year period following initiation.

5. **Voluntary Restrictive Covenant Program (Covenant Program).** TxDOT will carry out a Voluntary Restrictive Covenant Program for Owner Occupied Properties in the Neighborhood. TxDOT will ensure that to each eligible Owner of Owner Occupied Property in the Neighborhood will be made an offer to purchase a covenant that permanently prohibits the use of the property for residential purposes upon any future conveyance of the property, and an option to purchase the property for its then appraised value if the Owner elects to sell the property or upon the death of the Owner, whichever occurs first. The purchase price of the restrictive covenant will be not less than \$7,500.00 per home. The covenant will provide that it is effective upon the death of the named Owner of the property or when the property is sold, whichever comes first. If there is more than one Owner, the restrictive covenant will provide that it is effective upon the death of the last-surviving of the named owners or when the property is sold, whichever comes first. TxDOT will initiate the Covenant Program no later than 120 days from the Effective Date of this Agreement and the Program will be in effect for a three year period following initiation.
6. **Transfer of Title.** Under the Acquisition Program and Covenant Program, at the closing of a sale, TxDOT will pay the reasonable expenses the Owner necessarily incurred for recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying the real property. At TxDOT's expense, the Owner shall participate in all good faith efforts to provide the purchaser good and marketable title. TxDOT may elect to accept the conveyance after resolving title issues or may accept the conveyance subject to conditions. At the closing all liens will be deducted from the payment made to Owner.
7. **Restriction on Participation.** Eligible Owners may participate in the: (a) Acquisition Program and Relocation Program, or (b) the Covenant Program, but not both.

8. **Community Liaison Program.** TxDOT will ensure that a Community Liaison Program (Liaison Program) is created that conforms with the provisions contained in **Appendix B**. TxDOT will initiate the Liaison Program no later than 60 days from the Effective Date of this Agreement and the Program will be in effect for a 48 month period following initiation.
9. **Additional Low Income Housing Assistance.** TxDOT will ensure the Corpus Christi Housing Authority tenants who on January 1, 2016 are housed at the D. N. Leathers I property are offered relocation assistance and benefits pursuant to the program requirements of the United States Department of Housing and Urban Development (HUD), and that such benefits are provided to any tenants who accept the offer. Housing options shall include:
- Occupancy in a public housing unit operated or assisted by the Housing Authority at a rental rate paid by the family that is comparable to the rental rate applicable to the unit from which the family is vacated; or
 - Tenant Protection Voucher, if such vouchers are issued by HUD, except that such assistance will not be considered “comparable housing” until the family is actually relocated into such housing.
- If for any reason such benefits are not offered to the tenants, or were offered and housing with a Tenant Protection Voucher and occupancy in a public housing unit was not available, TxDOT will ensure the tenants are relocated and offered relocation assistance and benefits pursuant to the applicable sections of the Uniform Act and 49 C.F.R. Part 24, Subparts C-F.⁸ TxDOT will initiate assistance no later than December 31, 2016.
10. **Park Mitigation.** TxDOT, in coordination with FHWA’s Office of Civil Rights and the Neighborhood Community Advisory Board (described below), will meet to reformulate the proposed 4(f) mitigation in the FEIS that focuses on rehabilitation in the Neighborhood of T.C. Ayers Park and Williams Memorial Park (Parks). TxDOT will maintain the Parks for 24 months from the Effective Date of this Agreement, at which time FHWA, the Advisory Board, and TXDOT will meet to discuss and propose next steps. Any variation from the current proposed mitigation in the FEIS, must be approved by FHWA Office of Civil Rights and will be enforceable under this Agreement.

⁸ A tenant claiming that housing under HUD’s Tenant Protection Voucher program or the Public Housing Program is not available in the City of Corpus Christi must show they have made good faith efforts to obtain such housing.

VII. Modification of Agreement

This Agreement may be modified by mutual agreement of both FHWA and TxDOT after negotiating in good faith and in writing.

VIII. Federal Reimbursement

TxDOT may apply for federal reimbursement for any eligible expenses incurred as part of the Title VI mitigation in this project.

IX. Intimidation or Retaliatory Acts Prohibited

Neither TxDOT nor any entity or business party to an agreement to carry out the actions herein shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Section 601 of Title VI or 49 C.F.R. Part 21, or because they have made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing pursuant to 49 C.F.R. Part 21.

X. Third-Party Agreement

FHWA acknowledges that TxDOT has entered into a separate agreement with the Port of Corpus Christ Authority of Nueces County, Texas, the City of Corpus Christi, Texas, and the Corpus Christi Housing Authority, for purposes of implementing the Agreement, and that such local governmental entities under the separate agreement will carry out some of the mitigation actions identified in this Agreement. No provisions in such agreement will (1) affect TxDOT's obligations to FHWA, generally, or (2) supercede any provision described herein to the extent TxDOT's third-party agreement conflicts with any provision contained herein or Federal law or regulation.

XI. Monitoring and Enforcement

TxDOT will send written progress reports to the FHWA-Texas Division no less than once per quarter of the Federal Fiscal Year. The reports will include a summary of all activities (including those not performed by TxDOT personnel) related to performing the tasks in Section VI of this Agreement. Further, TxDOT will cooperate with FHWA regarding all additional requests for information and documentation, pursuant to 49 C.F.R. § 21.9, et seq.

Specifically, written progress reports will contain, but are not limited to, information on appraisals performed on specific properties pursuant to this Agreement, specific property purchases offered and accepted, relocation assistance provided and to whom, restrictive covenant purchases and to whom, title work performed, and other

services related to the relocation of Neighborhood residents occurring during that reporting period. Written progress reports will also contain a summary of all activities related to the relocation of tenants currently housed in D.N. Leathers I, including progress related to the identification of alternative locations for new public housing and for tenants.

In addition, the Liaison provided pursuant to Section VI B.8 will send written progress reports to TxDOT no less than once per quarter of the Federal Fiscal Year. The reports will include a summary of all activities related to the performance of the Liaison's duties for that reporting period, as described in Section VI B.8.

Upon the signing of this Agreement, a Neighborhood Community Advisory Board (Community Advisory Board) will be established by soliciting participation by Neighborhood and community members to be a part of, and lead, the Advisory Board. The Community Advisory Board would be Neighborhood and community members who volunteer to serve on the Advisory Board with any leadership of the Advisory Board selected by the voluntary members. This Advisory Board will be in effect during the duration of the Project. TxDOT will be responsible for collaborating with the Community Advisory Board on activities related to the implementation of this Agreement, on at least a quarterly basis throughout the life of the Project. Additionally, TxDOT will collaborate with the Advisory Board on issues including public workshops on the Voluntary Acquisition Program, the Relocation Benefits Program, the Voluntary Restrictive Covenant Program, and the relocation of tenants in D.N. Leathers I. TxDOT will document its collaboration with the Community Advisory Board, including comments and concerns raised in quarterly meetings and how they were addressed, in its written progress reports. The Community Advisory Board will also be permitted to raise concerns related to the implementation of this Agreement with FHWA.

If TxDOT, through its actions or inaction, fails to implement any part of this Agreement or fails to cooperate with FHWA documentation and information requests, FHWA may invoke its authority pursuant to 49 C.F.R. § 21.13, et seq. for failure or threatened failure to comply with Title VI of the Civil Rights Act of 1964. If at any time FHWA makes such a determination, then FHWA shall notify TxDOT in writing. The notice shall include a statement of the basis for FHWA's determination and shall allow TxDOT fifteen (15) days to either; (a) explain in writing the reason for the actions and describe the remedial actions that have been or shall be taken to achieve compliance with this Agreement or (b) dispute the accuracy of FHWA's findings. If TxDOT does not respond to the notice, or if, upon review of TxDOT's response, FHWA determines that TxDOT has not complied with the terms of the Agreement, FHWA may pursue its statutory and/or contractual remedies. Should a violation of the agreement occur, the time period of the Agreement will be extended

for an amount of time equal to the time FHWA determines a violation occurred to the time of the FHWA approved remedy.

Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against FHWA or TxDOT.

XII. Abeyance

FHWA will hold in abeyance the Letter of Finding regarding the complaint filed in the matter (described above) during the performance of this Agreement. At any time, should TxDOT not perform, or ensure performance, under this Agreement, FHWA will notify TxDOT as stated in section XI above. Should TxDOT fail to remedy the violation within 30 days of notification, the Letter of Finding will be issued and applicable actions taken.

FEDERAL HIGHWAY ADMINISTRATION

Gregory G. Nadeau
Administrator

Dated: _____

TEXAS DEPARTMENT OF TRANSPORTATION

LtGen J.F. Weber, USMC (Ret)
Executive Director

Dated: _____

CONFIDENTIAL - PRIVILEGED COMMUNICATIONS DUE TO A COMMON LEGAL INTEREST
CONFIDENTIAL – FOR SETTLEMENT DISCUSSION PURPOSES ONLY

APPENDIX A

MAP SHOWING THE NEIGHBORHOOD

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APPENDIX B

COMMUNITY LIAISON PROGRAM

I. Scope

The Liaison will provide proactive informational assistance to interested persons who are assessing whether to participate in the Acquisition Program, the Relocation Program, and the Covenant Program. For any Owner, Tenant, or Business, the Liaison will provide information to those individuals who indicate a desire for such assistance in relation to the provisions of this Agreement (each, an Interested Person).

II. Guiding principles of the Liaison Program

The essence of effective practice of the Liaison will be determined and set by guiding principles, including:

- Facilitate the provision of sufficient information to interested persons to reduce otherwise-existing denials of or delays in the provision of benefits.
- Avoid or minimize a situation where an interested person leaves an information session without the Liaison having provided a clear path for the interested person to be capable of understanding eligibility for one or more benefits.
- Avoid or minimize a situation where an Interested Person leaves an information session without the Liaison having identified a methodology for determining eligibility for benefits for which the Interested Person qualifies or the steps for how they could determine such qualification.
- Facilitate the full and fair application of every potential program element with the goal of enabling Interested Persons to have the capability to access the maximum level of program benefits.
- Ensure that language translation and interpreter services are available for all Limited English Proficiency (LEP) persons, in accordance with Executive Order 13166 and TxDOT's Language Assistance Plan.⁹

III. Liaison program goals

The goals of the Liaison program are:

- to provide information and assistance to try to ensure that each Interested Person is appropriately knowledgeable about the benefits and options available to them;

⁹ <http://ftp.dot.state.tx.us/pub/txdot-info/ocr/language-assistance-plan.pdf>.

- to facilitate each Interested Person's evaluation of and application for the benefits for which they are eligible;
- to coordinate with any third party public or private entities with whom TxDOT has an agreement pursuant to this Agreement.

IV. Liaison position minimum qualifications

TxDOT will ensure the Liaison has the following minimum qualifications:

- Training: the Liaison will be properly trained in the knowledge and skills to adequately provide assistance to Interested Persons pursuant to this Agreement.
- Maturity and Experience: the Liaison will have the maturity, experience, and negotiation skills necessary to work with the affected community.
- Bilingual: the Liaison services will either be provided by the Liaison in English and Spanish or the Liaison will be able to provide easy access to an individual or individuals who are fluent in English and Spanish.

V. Liaison Support

TxDOT will provide, or cause to be provided, support to the Liaison as necessary for the successful performance of the Liaison's duties.

VI. Field Office and Equipment

TxDOT will ensure the Liaison has an office facility within the Hillcrest/Washington-Coles Neighborhoods or within 1000 feet thereof, which will serve as a Field Office to facilitate providing assistance effectively and efficiently assist Interested Persons. The Field Office will be in a safe location and of a size sufficient to hold small (5-10 person) meetings. In addition, TxDOT will ensure the Liaison has a laptop computer with specifications sufficient to carry out their duties, as well as a compatible printer and miscellaneous office supplies.

VII. Primary program duties of the Liaison

The Liaison's primary duties will be to:

1. Prepare and execute an early and continuing Coordination Plan. The Liaison will be responsible for developing and executing a Plan for early and continuing coordination and interaction with interested persons, Owners, Tenants, Businesses, Acquisition Program participants, Voluntary Restrictive Covenant Program participants, and any public or private entities with whom TxDOT has an agreement pursuant to this Agreement.

2. Develop and maintain database. The Liaison will maintain a database on each Interested Person and Owner, where they are in the process, and what next steps have been identified and communicated to the person. The Database will be updated on a daily or weekly basis. The Database will include all of the Liaison's correspondence with Interested Persons and Owners, project participants, and appropriate contacts with the City, the Texas Department of Transportation, the Port of Corpus Christi Authority, the Corpus Christi Housing Authority, the relocation assistance firm contracted by the Port of Corpus Christi Authority, and other community contacts.
3. Limited English Proficiency (LEP) plan. The Liaison will prepare a Limited English Proficiency (LEP) Plan describing the policies, services, and information that the Liaison will take to ensure that LEP persons have meaningful access to the programs, benefits, assistance, and information.
4. Performance report. The Liaison will provide TxDOT or its designee with a quarterly progress report. In addition, the Liaison will assist TxDOT with any reporting pursuant to Section XI of this Agreement.
5. Request for increased support or resources/scalability potential. If, any time during the Term of this Agreement, if the Liaison determines that more support or resources may be needed, the Liaison may provide TxDOT with the Liaison's recommended program changes, accompanied by the appropriate written justifications and supporting performance and other data.
6. The Liaison will be responsible for providing for the interview of each eligible Interested Person to determine said Interested person's needs, evaluate their eligibility for each program, explain how their participation in the Programs described herein would work, and how available benefits would assist them in the process.
7. The Liaison will listen to each interested person's explanation of personal issues to provide the Liaison with a better understanding of what that person needs.
8. The Liaison will make phone calls to the relevant agencies and third party entities as needed, in order to inquire about matters to determine eligibility, schedule appropriate meetings, and determine what materials will be required of the Interested Person in order to access services.

9. The Liaison will also facilitate an Interested Person in accessing other forms of assistance that can be provided to maximize the Interested Person's benefits or help lessen the process burdens on an Interested Person in participating in the programs described herein. This assistance may include referral to other appropriate public and private agencies that provide services concerning housing financing, employment, health, welfare, or legal assistance.

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