



Port of Corpus Christi

Regular Session Meeting

Tuesday, December 9, 2014 8:30 AM

NOTICE OF MEETING

The Port Commission (“Commission”) of the Port of Corpus Christi Authority (“PCCA”) will hold a Regular Session Meeting on **Tuesday, December 9, 2014, at 8:30 AM**, at the Congressman Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas.

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 ayudarle.

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; Pledge of Allegiance; Opening Prayer; and receive conflict of interest affidavits.
2. Approve the minutes of the November 11, 2014 and November 17, Commission meetings. 5
3. Approve corrections to the minutes of the October 14, 2014 Commission meeting. 14
4. Receive comments from the public. **(Each speaker will be limited to three minutes)** 17
5. Receive Windstorm Insurance Reform presentation from Commissioner Charles Zahn. 18
6. Receive committee reports from the following Commission committees: 19
 - a. Security
 - b. Strategic Planning
 - c. Audit
7. Receive report from Port Managing Director regarding water. 20
8. Receive Texas Legislative Update. 21
9. Approve PCCA's Workers Compensation Insurance renewal for 2015. 22
10. Discuss and take action on the PCCA's proposed 2015 Annual Budget. 23
11. Approve PCCA's Employer Matching Rate for the Texas County and District Retirement System Plan. 66
12. Approve PCCA's Employer Contribution Rate for the Texas County and District Retirement System Plan for 2015. 70
13. 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. 71
14. Approve Producer Price Index (PPI) adjustment to the PCCA's pipeline easement fees and dredge material placement area depletion fees. 73
15. 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 2015, along with staff's recommendation with respect to each agreement, and these agreements will be approved by one vote, unless a 77

Commissioner requests a separate vote on a particular agreement:	
15. A. Ana Milena Escobar Araujo	79
15. B. Thomas S. Moore	86
15. C. Captain Joseph Harrington	93
15. D. W.L. Bates	100
15. E. Mathiesen Maritime Services	107
15. F. Simon Hsing	114
15. G. Morehead Dotts & Rybak	121
15. H. Delisi Communications & Pathfinder Public Affairs	128
15. I. Cassidy & Associates Inc.	136
15. J. Borski Associates, LLC	143
15. K. Erben & Yarbrough	150
15. L. Berlanga Business Consultants	157
15. M. Welder Leshin, LLP	164
15. N. Hampton Road	165
16. Approve a resolution authorizing funding of the Port of Corpus Christi Promotion and Development fund for 2015 and matters related thereto.	172
17. Development Services Agreements. The Port Commissioners have been furnished with proposed Development Services Agreements with each of the following organizations for 2015, 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:	174
17. A. Corpus Christi Regional Economic Development Corporation	175
17. B. San Patricio County Economic Development Corporation	183
17. C. Robstown Area Economic Development Corporation	191
17. D. Corpus Christi Chamber of Commerce	199
17. E. Corpus Christi Hispanic Chamber of Commerce	207
17. F. Coastal Bend Bays & Estuaries Program	215
18. Take action on proposals received for Insurance Consultant Services and, if proposals are rejected, authorize PCCA staff to request qualifications, evaluate qualifications, negotiate and make recommendation for Insurance Consultant.	219
19. Consent Agenda. The Port Commissioners have been furnished with supporting documentation and staff's recommendation for each of the following items. All Consent Agenda items will be approved, in accordance with the respective staff recommendations, by one vote without being discussed separately unless a Port Commissioner requests otherwise:	
19. A. Approve Easement and Right-of-Way Agreements with AEP Texas Central Company for distribution lines to Bulk Terminal to support air monitor installation.	221
19. B. Approve an Easement and Right-of-Way Agreement with AEP Texas Central Company for an underground distribution line to serve Cargo Dock 9.	232
19. C. Approve Pipeline Easement with Magellan Terminals Holdings, L.P., for three (3) pipelines crossing the Corpus Christi Ship Channel in two locations and traversing the north side of the Inner Harbor.	237
19. D. Approve an Easement Agreement with Koch Pipeline for an 8-inch pipeline at the	275

Viola Turning Basin.

19. E. Approve First Amended and Restated Leased Property Access Agreement with Corpus Christi Liquefaction, LLC to modify existing access easement areas and to add drainage easement areas on the PCCA's La Quinta property. 297
19. F. Approve Access Road and Drainage Easement Agreement with Corpus Christi Liquefaction, LLC crossing PCCA 7.79 acre trace of land at the PCCA's La Quinta Trade Gateway Terminal. 319
19. G. Award a contract to Ram-Bro Contracting Inc., lowest and best bidder based on bids received on November 25, 2014, for the Inner and Outer Harbor Land Management project. 332
20. Receive report from the Executive Director on upcoming community events, PCCA events and activities of the following PCCA departments during the preceding month: business development, community relations, government affairs, operations, engineering services, accounting, and human resources. 335
21. 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. 373
22. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA counsel regarding settlement of a pending lawsuit. The Commission may take action on an agreement resolving this matter in open session. 374
23. 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 Managing Director. The Commission may award bonuses and salary increases to these employees in Open Session. 375
24. Adjourn.

**OFFICIAL MINUTES OF PORT COMMISSION MEETING
NOVEMBER 11, 2014**

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 11, 2014, at 9:00 a.m., for the regular monthly meeting of the Port Commission.

Present:

Ms. Judy Hawley
Mr. Richard Borchard
Mr. Charles Zahn
Mr. Al Jones
Ms. Barbara Canales
Mr. David P. Engel
Mr. Richard Valls

Present:

Mr. John P. LaRue
Mr. Frank Brogan
Mr. Tony Alejandro
Ms. Patricia Cardenas
Mr. Dennis DeVries
Mr. David Krams
Mr. Ruben Medina
Ms. Sandra Terrell-Davis
Ms. Nelda Olivo
Mr. John Pasch
Mr. Tom Mylett
Mr. Darrin Aldrich
Ms. Audre Debler
Ms. Sherry DuBois
Mr. Tyler Fuhrken
Ms. Sarah Garza
Ms. Sonya Lopez
Mr. Eddie Martinez
Mr. Jacob Morales
Mr. Richard Hernandez
Mr. Bennie Benavides
Ms. Teresa Betzold
Ms. Liz Cantu
Ms. Peggy Mettlen
Mr. Jesse Samu
Mr. Matt Garcia

Others Present:

Mr. Leo J. Welder, Jr.

Others Present:

Ms. Linda Walker
Walker & Associates
Mr. Tom Carlisle
Carlisle Insurance
Mr. Tom Moore
Consultant
Mr. Rick DuPriest
W.L. Bates Co.
Nancy Zuniga
MDR
Ms. Lillian Riojas
Valero
Mr. Mike Wike
Accutrans
Mr. Steve Gilbreath
Mr. Scott Harris
Mr. Dennis Petersen
LAN
Ms. Darcy Schroeder
Flint Hills
Mr. Joe Reniers
Kirby Inland Marine
Mr. Jason Billiot
Conrod Electric
Ms. Georgina Ybarra
Tx Municipal League
Mr. Terry Arnold
Arnold Trucking
Mr. Albert Lichtenberger
Republic Services
Mr. Greg Harner
Russell Marine
Mr. Mike Carrell
Frost Bank
Capt. John Williams
CC Aransas Pilots
Mr. Xavier Valverde
G&H Towing
Mr. Chris Ramirez
Caller-Times
Mr. Gaspar D'Anna
John Bludworth Shipyard
Mr. Sal Zimmermann
Cheniere
Mr. Darrel Kovus
Del Mar

Mr. Bob Paulison
Port Industries
Mr. Mike Johnson
Hugh Wood

I.

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

II.

On motion made by Mr. Valls and seconded by Ms. Canales, the Commission approved the minutes of October 14 and November 4, 2014 Commission meetings in the form presented to the meeting.

III.

Chair Hawley asked for comments from the public. None were received.

IV.

The Commission received a Windstorm Insurance Reform update from Mr. Zahn and a Water Report from Mr. Brogan.

V.

The Commission received committee reports from the Chairs of the following Commission committees: Security Committee; Strategic Planning Committee; and Audit Committee.

VI.

On motion made by Mr. Engel and seconded by Mr. Jones, the Commission tabled consideration of the following agenda item without discussion: Select and approve a professional services contract with PCCA's Insurance Consultant.

VII.

Staff recommended the approval of Entrust Inc. as the Third Party Administrator of the PCCA Health and Dental Benefits Plan for the twelve-month period beginning January 1, 2015, with an option to renew for two additional twelve-month period, and recommended the approval of QBE Insurance/SLG as the Plan's stop-loss reinsurance carrier for the twelve-month period beginning January 1, 2015. On motion made by Mr. Jones and seconded by Mr. Engel, the Commission approved, staff's recommendation.

VIII.

Staff recommended the approval of Minnesota Life Insurance Company as the provider for PCCA's life insurance program and Madison National Life Insurance Company as the provider of PCCA's long-term disability insurance beginning January 1, 2005. On motion made by Mr. Jones and seconded by Mr. Engel, the Commission approved staff's recommendation.

IX.

On motion made by Mr. Jones and seconded by Mr. Engel, the Commission approved, in the form presented to the meeting, the 3rd Quarter Financial Report for 2014.

X.

On motion made by Mr. Jones and seconded by Mr. Engel, the commission approved, in the form presented to the meeting, the 3rd Quarter Financial Report for 2014.

XI.

David Krams reminded the Commission that a few years ago PCCA had asked the USACE to remove Cell C (a Dredged Material Placement Area for the Corpus Christi Ship Channel Project) from the Project. Mr. Krams then discussed the terms of a proposed letter of intent between PCCA and USACE (LOI) establishing the conditions under which PCCA could place its dredged material in Cell C pending the USACE's decision on PCCA's removal request. Mr. Krams pointed out that the LOI required PCCA to deposit \$100,000 with USACE to cover its administrative fees in processing PCCA's removal request. On motion made by Mr. Borchard and seconded by Mr. Valls, the Commission approved the LOI, in substantially the form presented to the meeting.

XII.

On motion made by Mr. Jones and seconded by Mr. Engel, the Commission approved, in the form presented to the meeting, a lease agreement under which PCCA will lease 24.4 acres along the Tule Lake Channel to Kirby Inland Marine, LP, for use as a barge mooring terminal. Mr. Krams pointed out the under the terms of the lease, PCCA is required to dredge the slip for the terminal and construct a shoreline protection revetment on the leased premises.

III.

On motion made and duly seconded, the Commission awarded a contract to Russell Marine LLC, in the amount of \$5,936,253[which includes the base bid and additive bid items 2, 4 and 5], for dredging the slip and constructing the shoreline protection revetment on the 24.4 acres of PCCA property to be leased to Kirby Inland Marine, LP [see prior agenda item], and granted to the Director of Engineering Services a 4% contingency allowance for change orders under the contract in accordance with PCCA's standard contingency guidelines for marine and rehabilitation projects.

XIV.

On motion made and seconded, the Commission approved, in the form presented to the meeting, a Camera Pole Site Lease Agreement, under which Oxy Ingleside Energy Center, LLC, PCCA will lease a 50' x 50' tract of land to PCCA for the installation and maintenance of a camera pole and camera for the security surveillance of reaches of the Corpus Christi Ship Channel.

XV.

On motion made and seconded, the Commission approved, in the form presented to the meeting, an Interlocal Agreement with the City of Ingleside on the Bay for access to the camera pole site described in agenda item 14, above.

XVI.

On motion made by Mr. Valls and seconded by Ms. Canales, the Commission authorized staff to submit a Diesel Emission Reduction Act Grant application in an amount not to exceed \$2,000,000 to provide funding for replacement of leaking equipment being used for cargo handling operations in the Inner Harbor.

XVII.

On motion made by Mr. Valls and seconded by Ms. Canales, the Commission approved, in the form presented to the meeting, a Texas Risk Reduction Program Groundwater Use Restrictive Covenant on 3.49 acres of PCCA property located along Texaco Road.

XVIII.

On April 8, 2014, the Commission approved the purchase of 19 air monitors through the Local Government Purchasing Cooperative for the PCCA Bulk Terminal for \$117,809.88. Staff recommended that the Commission rescind this prior action. Then on motion made by Mr. Valls and seconded by Ms. Canales, the Commission rescinded its previous action approving the purchase of 19 air monitors.

XIX.

Staff presented to the meeting a Reimbursement Agreement between PCCA, Flint Hills Resources Corpus Christi, LLC (FHR), Valero-Refining-Texas, LP, and CITGO Refining and Chemicals Company, LP, relating to URS Corporation Air Monitoring ("URS Contract"). Sarah Garza explained that the Reimbursement Agreement provided a mechanism for all parties to share equally in cost of an air monitoring program administered by URS Corporation in the vicinity of the Bulk Terminal. Then, on motion made by Mr. Valls and seconded by Ms. Canales, the Commission approved the Reimbursement Agreement in the form presented to the meeting, and also approved a purchase order with FHR in the amount of \$327,000 for the estimated cost of PCCA's participation in the Reimbursement Agreement from 2014 through 2017.

XX.

Items **A**, **I** and **J** were removed from the Consent Agenda to be acted upon separately. Then, on motion made by Mr. Valls and seconded by Ms. Canales, Items B, C, D, E, F, G, H, and K 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:

- B.** Approve an easement and right-of-way agreement with AEP Texas Central Company for an underground distribution line to Oil Dock 14.
- C.** Approve an easement and right-of-way agreement with AEP Texas Central Company for an underground distribution line at the Bulk Terminal.
- D.** Award a contract to BONCO, LLC, the lowest and best bidder based on bids received October 3, 2014, for the Permian Yard Drainage Improvements – Phase II project.
- E.** Reject bids received October 29, 2014, for the CB-6 and CB-9 conveyor improvements project.
- F.** Award a contract to Republic Services, the lowest and best bidder based on bids received September 30, 2014, for waste disposal services throughout the port.
- G.** Approve a service order with CH2M Hill Inc., under its professional services master agreement, for engineering services associated with the design of the Track A Extension for the Nueces River Rail Yard – Phase I project.
- H.** Approve a service order with Govind Development, LLC for additional engineering services associated with West Barge Mooring Area.
- K.** Approve the Port's assessment (share) of the Refinery Terminal Fire Company's 2015 operating and capital budget.

After discussing Item **A** on the Consent Agenda, Chair Hawley appointed Barbara Canales as PCCA's representative on the Corpus Christi Reinvestment Zone Board.

After discussing Item **I** on the Consent Agenda, upon motion duly made and seconded, the Commission approved, in accordance with staff's recommendation presented to the meeting, an increase in contingency for and change order to PCCA's construction contract with Haas-Anderson Construction, Ltd. for the Northside Storage Yard Expansion project to provide underground electrical conduit.

After discussing Item **J** on the Consent Agenda, upon motion duly made and seconded, the Commission approved, in accordance with staff's recommendation presented to the meeting, a purchase order with AEP for the removal and relocation of electrical service associated with the Northside Storage Yard Expansion project.

XXI.

The Executive Director reported on the following during his report: PCCA 2015 Budget process; updates on Corps of Engineers; TxDOT; and PAAC meetings.

XXII.

Chair Hawley asked for comments from Commissioners.

Chair Hawley announced that the Commission would go into executive session pursuant to §551.072 of the Texas Government Code to deliberate agenda item 23.

The Commission reconvened into open session.

XXIII.

This item was for executive session only: To deliberate purchasing property on the north side of the Inner Harbor.

XXIV.

There being no further business, the meeting adjourned at 11:41 a.m.

**OFFICIAL MINUTES OF PORT COMMISSION MEETING
NOVEMBER 17, 2014**

The Port Commissioners of the Port of Corpus Christi Authority met in special session on Monday, November 17, 2014 at 1:30 p.m., at the Ruben Bonilla Center for Global Trade located at 222 Power Street, Corpus Christi, Texas.

Present: Ms. Judy Hawley
Mr. Richard Borchard
Mr. Charles Zahn
Mr. Al Jones
Ms. Barbara Canales
Mr. David P. Engel
Mr. Richard Valls

Present: Mr. John P. LaRue
Mr. Frank Brogan
Mr. Tony Alejandro
Ms. Patricia Cardenas
Mr. Dennis DeVries
Mr. David Krams
Mr. Ruben Medina
Chief Tom Mylett
Ms. Nelda Olivo
Ms. Sandra Terrell-Davis
Mr. John Pasch
Ms. Lynn Angerstein
Mr. Paul Carangelo
Ms. Audre Debler
Mr. Brett Flint
Mr. Tyler Fuhrken
Mr. Dave Michaelson
Ms. Sarah Garza
Mr. Dan Koesema
Ms. Sherry DuBois
Ms. Monica Euresi
Mr. Jacob Morales
Ms. Maggie Turner

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

Others Present: Capt. Mike Kershaw
Retired
Mr. Chris Ramirez
Caller-Times
Ms. Connie Rivera
WKMC Architects

I.

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

II.

Chair Hawley asked for comments from the public. No comments were received.

III.

On motion made by Mr. Zahn and seconded by Mr. Valls, the Commission approved in the form presented to the meeting, a letter of understanding with South Texas NGL Pipelines, LLC, regarding its abandonment of 820 feet of a 16 inch liquid pipeline crossing the Fulton International Trade Corridor.

IV.

The Commission received staff's presentation of the proposed operating budget and capital expenditures budget for 2015.

V.

There being no further business, the meeting adjourned at 3:21 p.m.

WELDER | LESHIN LLP

MEMORANDUM

To: Port Commissioners

From: Jimmy Welder

Date: December 9, 2014

Subject: Correction to Minutes of Commission Meeting on October 14, 2014

We need to correct the minutes of the Commission Meeting held on October 14, 2014. Agenda Item 12 for that meeting was as follows:

12. Approve a Resolution expressing official intent to issue PCCA Revenue Bonds to reimburse PCCA for capital expenditures made in connection with various PCCA projects; and approve the engagement of bond counsel, financial advisor, and senior managing underwriter in connection with the issuance of the Bonds.

The agenda item had two parts – approve resolution expressing official intent to issue bonds and approve the engagement of various professionals to assist with the issuance – and the Commission approved both parts. Only the resolution approving the engagement of the professionals was included in the minutes of the October meeting which you approved at your November 11th meeting. The resolution expressing official intent to issue bonds, a copy of which is attached to this memo as Attachment One, was not included in the October minutes. So we need to correct the minutes to show the adoption of the official intent resolution.

Currently the first sentence of the October minutes for Item 12 say the following:

In motion made by Mr. Borchard and seconded by Mr. Engel, the Commission adopted the following resolution:

I would recommend correcting the minutes by amending that sentence to read as follows and making Attachment One to this memo Attachment One to the corrected minutes:

On motion made by Mr. Borchard and seconded by Mr. Engel, the Commission adopted the RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF VARIOUS IMPROVEMENTS AND OTHER MATTERS RELATED THERETO attached hereto as Attachment One and the following resolution:

Thank you.

ATTACHMENT ONE

RESOLUTION

**EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF
VARIOUS IMPROVEMENTS AND OTHER MATTERS RELATED
THERE TO**

THE STATE OF TEXAS :
COUNTY OF NUECES :
PORT OF CORPUS CHRISTI AUTHORITY :
OF NUECES COUNTY, TEXAS :

WHEREAS, the **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS** (the "**Authority**") is a political subdivision of the State of Texas and is authorized to issue bonds pursuant to the laws of the State of Texas; and

WHEREAS, the Authority expects to pay capital expenditures in connection with the design, planning, acquisition, construction and equipping of the following improvements (the "Projects") prior to issuance of bonds to finance the Projects:

- (a) Lift Bridge Foundation and Fender System Removal - removal of the remaining pier foundation and fender system of an old lift bridge (currently expected not to exceed \$18,000,000);
- (b) Oil Dock 3 - Barge Dock Expansion - expansion of an existing public oil dock (currently expected not to exceed \$12,000,000);
- (c) Access Road and Rail Track Expansion and Realignment to Bulk Terminal/Interchange Yard - construction of roads and rail tracks and the realignment of existing tracks between the Nueces River Rail Yard and the bulk terminal and adjacent interchange yard (currently expected not to exceed \$10,000,000);
- (d) Nueces River Rail Yard - Phase II - construction and expansion of the Nueces River Rail Yard (currently expected not to exceed \$6,000,000);
- (e) Oil Dock 14 - Construction of Ship Dock - construction of a public oil dock (currently expected not to exceed \$28,000,000);
- (f) Construction of Barge Mooring Area - construction of a fleeting facility for barge mooring (currently expected not to exceed \$10,000,000); and

WHEREAS, the Authority finds, considers, and declares that the reimbursement of the Authority for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Authority and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Projects;

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

ATTACHMENT ONE

SECTION 1. EXPECTATION TO INCUR DEBT. The Authority reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount currently estimated not to exceed \$84,000,000, a portion of the proceeds of which are expected to be used for the purpose of paying the costs of the Projects.

SECTION 2. REIMBURSEMENT OF PRIOR EXPENDITURES. All costs to be reimbursed pursuant hereto will be capital expenditures within the meaning of Section 1.150-2 of the Treasury Regulations. No tax-exempt obligations will be issued by the Authority in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

SECTION 3. THREE-YEAR LIMITATION FOR REIMBURSEMENT. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 4. PUBLIC RECORD. The Authority directs that this Resolution shall be maintained as a public record available for inspection by all persons in accordance with the provisions of Chapter 552, Texas Government Code, and that no later than 30 days after this date, this Resolution will be made available for inspection by all members of the general public at the offices of the Authority.

AGENDA ITEM NO. 4

No Attachment

AGENDA ITEM NO. 5

No Attachment

AGENDA ITEM NO. 6

No Attachment

AGENDA ITEM NO. 7

No Attachment

AGENDA ITEM NO. 8

No Attachment

DATE: December 9, 2014

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

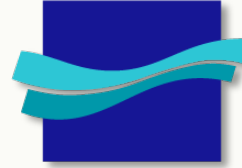
AGENDA ITEM NO. 9

Approve PCCA's Workers Compensation Insurance Provider for 2015

On December 10, 2013, the Port Commission approved Workers Compensation insurance coverage with the Texas Municipal League Intergovernmental Risk Pool for an annual amount of \$113,575 for 2014. Due to the addition of new positions and the replacement of certain positions that had been left vacant, the Workers Compensation amount for 2015 increased by 14.32%, which amounts to \$16,266. The experience modifier went from .63 to .65 (based on a three-year claims experience calculation) which caused the premium to increase.

Staff recommends approval of the Workers Compensations insurance renewal with Texas Municipal League Intergovernmental Risk Pool in the total amount of \$129,841, effective January 1, 2015.

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



PORT CORPUS CHRISTI

2015 Annual Budget

Commission Meeting – 12/09/14

Major Underlying Factors

- **Oil Revenue Projections**
- **New Major Industries Coming on Line**
- **Addition of 19 New Positions in 2015**
- **Capital Budget Program**
- **Issuance of Debt**
- **Tariff**

Major New Industry Expansion Projects

Major Industry	Commodity	2015	2016	2017	Out Years
TPCO	Iron Ore; Steel Pipe	✓	✓	✓	✓
Oxy Ingleside Energy Center	Oil; Propane	✓	✓	✓	✓
Lyondell Bassell	Ethylene		✓	✓	✓
Voestalpine	HBI Steel		✓	✓	✓
M & G Group	PET/PTA		✓	✓	✓
CCI	Condensate			✓	✓
Cheniere	LNG				✓

New Major Industry Revenue Projections

Company	Product	2015	2016	2017
TPCO	Steel Pipe/Iron Ore	\$ 288,588	\$1,113,985	\$1,113,985
Oxy Ingleside Energy Center	Oil/Propane (NSI)	\$ 35,138	\$2,600,176	\$3,455,188
Lyondell Bassel	Ethylene	\$ -	\$ -	\$ -
26 Voestalpine	HBI Steel	\$ -	\$ 4,014,401	\$ 4,014,401
M&G Group	PET/PTA	\$ -	\$ 917,400	\$ 1,834,800
CCI	Condensate	\$ -	\$ 880,010	\$1,752,623
Cheniere	LNG	\$ -	\$ -	\$ -
Total		\$323,726	\$9,525,972	\$12,170,997

Operating Budget

Budget Summary

	2015 Budget	% Change
Tonnage	101,602,885	4.56%
Operating Revenues	\$80,771,797	1.43%
Operating Expenses	\$57,981,379	17.86%
Capital Budget	\$86,613,186	101.17%
Cash Reserve Balance - EOY	\$109,169,059	-25.52%



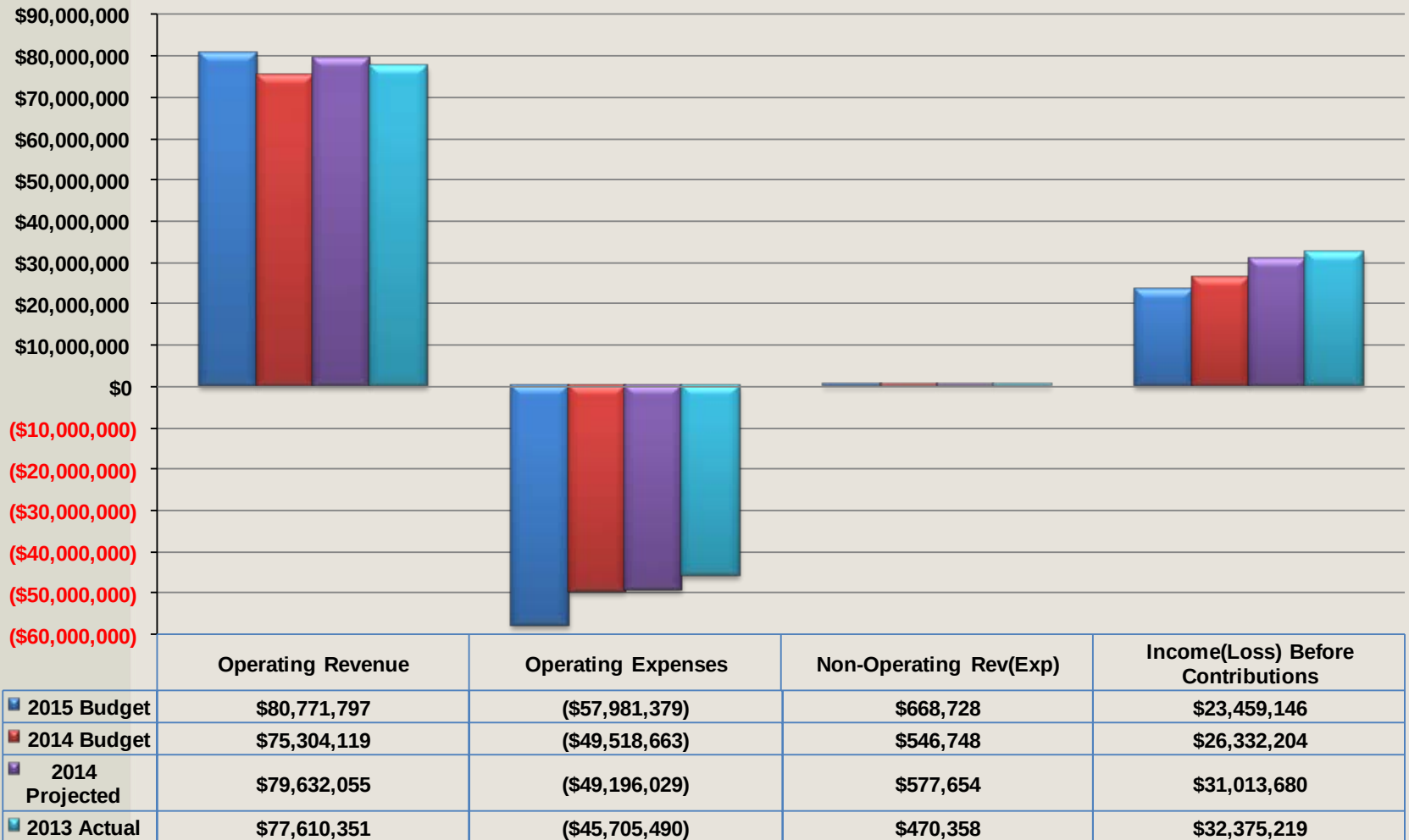
Budget Highlights

- **Operating Revenues:**
 - **Increase in Wharfage and Dockage - \$3.3M**
- **Operating Expenses:**
 - **Increase in Employee Services - \$4.2M**
 - **Increase in Maintenance - \$3.0M**
 - **Increase in Professional Services - \$1.2M**
 - **PPI Tariff Adjustment of 2.94% - \$1.8M**
 - **Salary Adjustment - \$551K**
 - **TCDRS Contribution Increase of 1.82% - \$240K**

Budget Revisions

	Original 2015 Budget	Change	Revised 2015 Budget
<u>Net Income:</u>	<u>\$ 25,631,184</u>	<u>\$ (2,172,038)</u>	<u>\$ 23,459,146</u>
Wharfage - PPI Adjustment	\$ 45,001,719	\$ (1,195,791)	\$ 43,805,928
Dockage - PPI Adjustment	\$ 15,283,130	\$ (406,105)	\$ 14,877,025
Security Surcharge - PPI Adjustment	\$ 6,721,363	\$ (120,142)	\$ 6,601,221
Professional Services - Investigation & Remediation of Contamination from La Quinta Removal/Relocation	\$ (1,069,150)	\$ (450,000)	\$ (1,519,150)
		<u>\$ (2,172,038)</u>	
<u>Capital Expenditures:</u>	<u>\$ (73,050,847)</u>	<u>\$ 3,281,300</u>	<u>\$ (69,769,547)</u>
Purchase of Vehicles	\$ (330,000)	\$ (50,000)	\$ (380,000)
Purchase of Equipment	\$ (300,000)	\$ (75,000)	\$ (375,000)
Inner Harbor Rail Upgrades & Improvements (2015 Project)	\$ (500,000)	\$ (250,000)	\$ (750,000)
Tule Lake Foundation Removal	\$ (2,000,000)	\$ 1,000,000	\$ (1,000,000)
Design and Construction of Oil Dock 14 (M&G)	\$ (20,000,000)	\$ 2,500,000	\$ (17,500,000)
Purchase of Software Application for EMS Recordkeeping	\$ -	\$ (90,000)	\$ (90,000)
VTIS System	\$ -	\$ (500,000)	\$ (500,000)
Spill Pan Addition to Bulk Dock 2 Crane Boom Conveyor	\$ -	\$ (150,000)	\$ (150,000)
Capital Contributions	\$ 15,947,339	\$ 746,300	\$ 16,693,639
		<u>\$ 3,131,300</u>	
<u>Cash Position:</u>	<u>\$ 108,209,797</u>	<u>\$ 959,262</u>	<u>\$ 109,169,059</u>

Operating Budget Summary



**Annual Operating Budget Summary
For the Year Ending December 31, 2015**

	2015 Budget	2014 Budget	2014 Projected	2013 Actual
Operating Revenues				
Wharfage	\$43,805,928	\$41,561,608	\$40,499,010	\$35,688,217
Dockage	14,877,025	12,910,787	14,807,280	11,358,813
Security	6,601,221	5,935,429	6,262,833	7,325,584
Freight Handling	2,430,000	2,570,600	2,934,443	2,490,444
Storage	405,996	402,000	473,503	325,139
Rail Charges	891,050	1,345,000	897,241	1,026,820
Other Revenue	730,508	630,300	2,935,165	8,869,076
Conference Center Services	2,098,289	2,035,835	1,808,601	1,829,521
Building and Land Rentals	8,715,780	7,586,560	8,623,943	8,152,093
Foreign Trade Zone User Fees	216,000	226,000	218,571	253,917
Intergovernmental Revenues	0	100,000	171,465	290,727
Operating Revenues	80,771,797	75,304,119	79,632,055	77,610,351

Operating Expenses

Direct Expenses

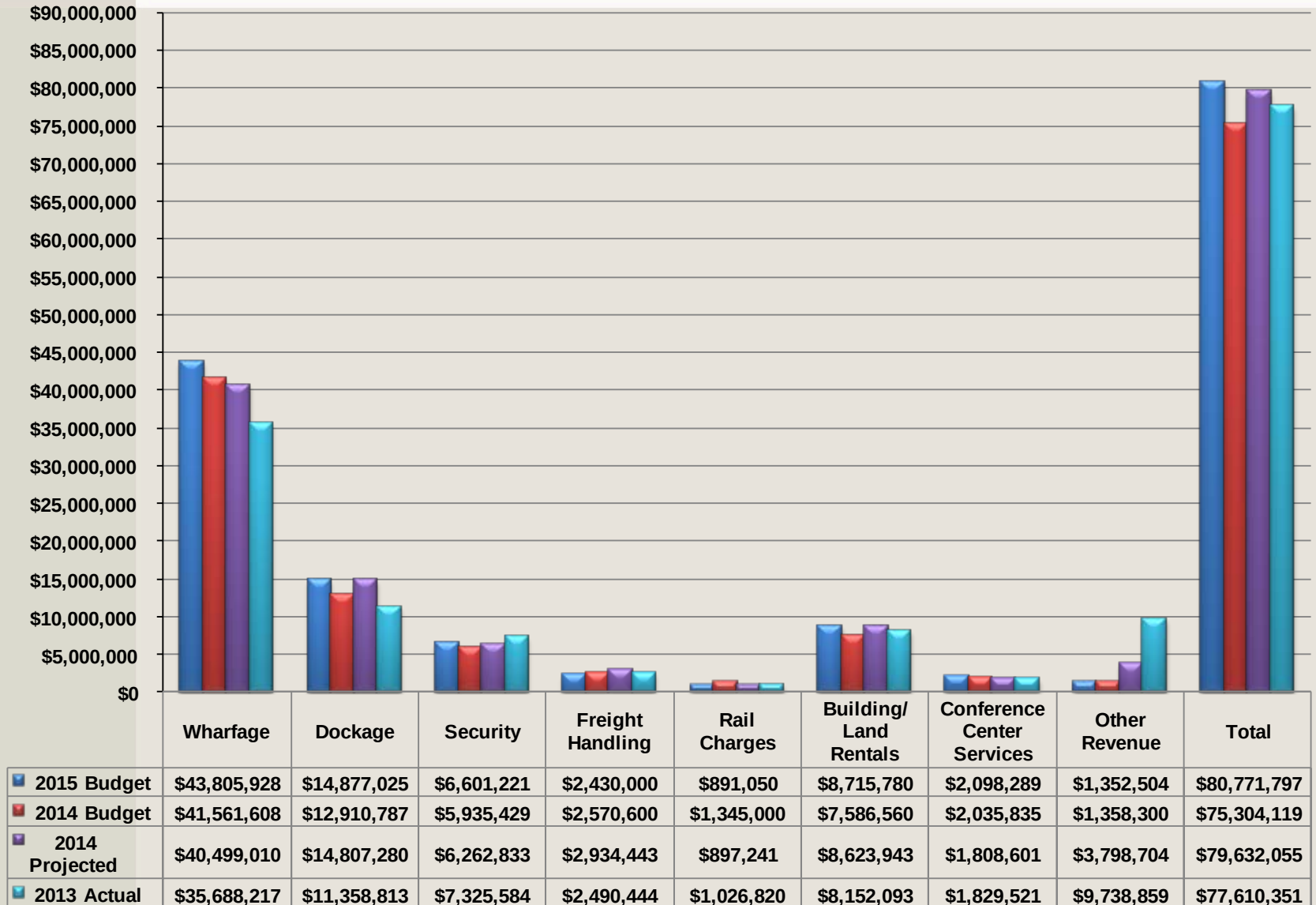
Employee Services	9,907,250	8,347,559	8,345,456	7,324,312
Maintenance	8,918,264	5,552,859	5,798,890	3,694,219
Utilities	928,200	844,800	907,377	902,342
Telephone Expense	79,260	96,630	77,746	85,539
Insurance	1,941,189	2,184,136	1,932,777	2,023,472
Professional Services	1,519,150	1,796,750	744,034	974,998
Police Expenses	72,785	77,518	6,877	14,435
Contracted Services	1,367,000	1,260,000	1,319,054	1,336,574
Office and Equipment Rental	64,241	51,800	86,859	55,691
Operator and Event Expenses	1,623,078	1,607,099	1,371,304	1,427,944
Safety/Environmental Expenses	103,225	92,550	101,454	98,478
Other Expenses	198,730	186,284	776,905	220,554
Depreciation	11,653,439	10,952,970	11,651,574	11,655,582
Direct Expenses	38,375,811	33,050,955	33,120,307	29,814,140

**Annual Operating Budget Summary
For the Year Ending December 31, 2015**

	2015 Budget	2014 Budget	2014 Projected	2013 Actual
Indirect Expenses				
Employee Services	\$10,461,064	\$ 8,095,365	\$ 7,817,344	\$ 7,272,765
Maintenance	575,201	511,483	659,577	533,863
Utilities	150,654	161,000	137,208	149,405
Telephone Expense	79,665	77,483	89,587	73,896
Insurance	111,692	116,785	110,237	429,990
Professional Services	4,030,201	4,146,022	3,635,018	3,993,766
Police Expenses	2,866	800	1,306	190
Contracted Services	42,072	30,462	42,396	23,431
Office and Equipment Rental	245,373	116,441	114,049	127,697
Administrative Expenses	2,825,583	2,194,257	2,378,778	2,140,507
Trade and Sales Development	343,894	353,200	333,394	305,672
Media Advertising	197,310	197,600	261,220	225,363
Production Expenses	106,305	89,250	46,387	33,424
Safety/Environmental Expenses	23,230	27,650	25,777	26,732
Other Expenses	5,000	5,000	15,429	185,250
Depreciation	405,458	344,910	408,015	369,399
Indirect Expenses	19,605,568	16,467,708	16,075,722	15,891,350
Operating Expenses	57,981,379	49,518,663	49,196,029	45,705,490
Net Operating Income(Loss)	22,790,418	25,785,456	30,436,026	31,904,861
Other Revenue(Expenses)				
Interest Income	406,725	244,260	403,561	283,543
Other Income	262,403	303,088	141,050	306,758
Gain(Loss) Sale of Assets	0	0	33,435	42,137
Interest/Bond Issuance Expenses	(400)	(600)	(392)	(16,986)
Other Expense	0	0	0	(145,094)
Other Revenue(Expenses)	668,728	546,748	577,654	470,358
Income(Loss) Before Contributions	\$23,459,146	\$26,332,204	\$31,013,680	\$32,375,219

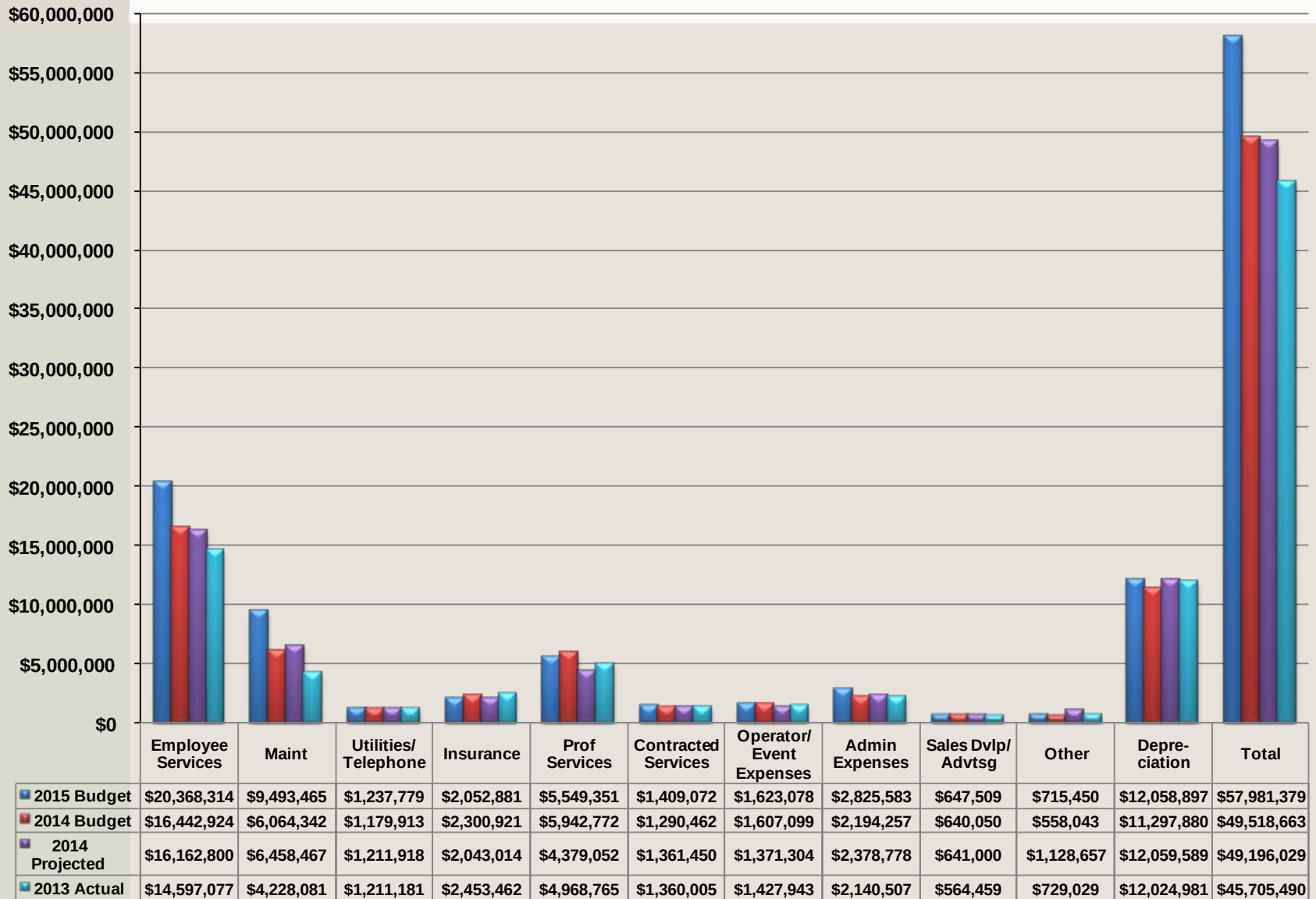
Operating Revenues

34



Operating Expenses

35



Three Year Operating Budget For the Years Ending December 31, 2015, 2016 and 2017

Description	2015	2016	2017
<u>Operating Revenues:</u>			
Wharfage	\$ 43,805,928	\$ 52,161,478	\$ 55,319,907
Dockage	14,877,025	15,622,330	15,934,776
Security	6,601,221	7,283,785	7,544,101
Freight Handling	2,430,000	2,642,310	2,695,156
Storage	405,996	414,116	422,398
Rail Charges	891,050	1,473,645	2,067,892
Other Revenue	730,508	745,118	760,021
Conference Center Services	2,098,289	2,140,255	2,183,060
Building and Land Rental	8,715,780	9,950,906	10,167,876
Foreign Trade User Fees	216,000	216,000	216,000
Operating Revenues	80,771,797	92,649,943	97,311,187

Operating Expenses:

Direct Expenses:

Employee Services	9,907,250	10,105,395	10,307,503
Maintenance	8,918,264	3,818,129	3,180,492
Utilities	928,200	946,764	965,699
Telephone Expense	79,260	80,845	82,462
Insurance	1,941,189	1,980,013	2,019,613
Professional Services	1,519,150	596,665	623,454
Police Expenses	72,785	74,241	75,726
Contracted Services	1,367,000	1,394,340	1,422,227
Office and Equipment Rental	64,241	65,526	66,836
Operator and Event Expenses	1,623,078	1,655,540	1,688,650
Safety/Environmental Expense	103,225	105,290	107,395
Other Expenses	198,730	202,705	206,759
Depreciation	11,653,439	11,886,508	12,124,238
Direct Expenses	38,375,811	32,911,960	32,871,054

**Three Year Operating Budget
For the Years Ending December 31, 2015, 2016 and 2017**

Description	2015	2016	2017
Indirect Expenses:			
Employee Services	\$ 10,461,064	\$ 11,737,370	\$ 11,972,118
Maintenance	575,201	586,705	598,439
Utilities	150,654	153,667	156,740
Telephone Expense	79,665	81,258	82,883
Insurance	111,692	113,926	116,204
Professional Services	4,030,201	4,192,033	4,150,551
Police Expenses	2,866	2,923	2,982
Contracted Services	42,072	42,913	43,772
Office and Equipment Rental	245,373	250,280	255,286
Administrative Expenses	2,825,583	2,882,095	2,939,737
Trade and Sales Development	343,894	350,772	357,787
Media Advertising	197,310	201,256	205,281
Production Expenses	106,305	108,431	110,600
Safety/Environmental Expense	23,230	23,695	24,168
Other	5,000	5,100	5,202
Depreciation	405,458	413,567	421,839
Indirect Expenses	19,605,568	21,145,992	21,443,590
Total Operating Expenses	57,981,379	54,057,952	54,314,644
Net Operating Income(Loss)	22,790,418	38,591,991	42,996,543
Other Revenues(Expenses):			
Interest Income	406,725	414,860	423,157
Other Income	262,403	267,651	273,004
Interest/Bond Issuance Expenses	(400)	(408)	(416)
Total Other Revenues(Expenses)	668,728	682,103	695,745
Income(Loss) Before Contributions	\$ 23,459,146	\$ 39,274,094	\$ 43,692,288

Capital, Maintenance & Professional Services Budgets



**Three Year Capital Project Expenditures Budget Summary
For the Years Ending December 31, 2015, 2016 and 2017**

	Project Status	Total Project Cost Estimate	Estimated Expenditures to Date	Estimated Cost to Complete	2015	2016	2017	Out Years
Under Construction	UC	\$ 100,199,000	\$ 87,625,000	\$ 12,574,000	\$ 10,882,000	\$ 1,492,000	\$ 200,000	\$ -
Under Design	UD	168,945,644	5,090,000	163,855,644	54,755,644	76,300,000	30,040,000	2,760,000
New Start Projects	NP	77,424,683	120,000	77,304,683	20,975,542	33,999,142	22,230,000	100,000
Total Capital Expenditures		346,569,327	92,835,000	253,734,327	86,613,186	111,791,142	52,470,000	2,860,000
Federal/State/Local Grant Funding		(85,861,345)	(58,195,000)	(27,666,345)	(16,693,639)	(10,834,106)	(6,600)	(132,000)
Total Capital Expenditures - Port Funded		\$ 260,707,982	\$ 34,640,000	\$ 226,067,982	\$ 69,919,547	\$ 100,957,036	\$ 52,463,400	\$ 2,728,000

Major Capital Projects:

1 Design & Construction of Oil Dock 14 (M&G)	UD	\$ 28,000,000	\$ 1,400,000	\$ 26,600,000	\$ 17,500,000	\$ 9,100,000	\$ -	\$ -
6 New Public Oil Dock - Viola	UD	24,250,000	250,000	24,000,000	2,000,000	18,000,000	4,000,000	-
9 Oil Dock 3 Expansion	UD	12,000,000	100,000	11,900,000	1,000,000	6,000,000	4,900,000	-
40 Tule Lake Foundation Removal	UD	18,000,000	40,000	17,960,000	1,000,000	11,500,000	5,460,000	-
41 West Barge Mooring Area	UC	7,280,000	280,000	7,000,000	7,000,000	-	-	-
46a Quinta Terminal Mitigation - Aquatic Habitat	UD	4,020,000	385,000	3,635,000	2,780,000	225,000	30,000	600,000
50 Entrance Road to M&G/Oil Dock 14	UD	3,050,000	50,000	3,000,000	3,000,000	-	-	-
55 New Port Office Building	UD	20,000,000	90,000	19,910,000	1,300,000	10,500,000	8,110,000	-
64 Relocation of Maintenance Department	UD	8,375,000	25,000	8,350,000	350,000	4,000,000	4,000,000	-
71 Inner Harbor Rail Upgrades and Improvements (2015 Project)	NP	10,000,000	-	10,000,000	750,000	3,250,000	6,000,000	-
72 Nueces River Rail Yard Phase 2 **	UD	28,000,000	1,100,000	26,900,000	15,000,000	11,900,000	-	-
Total Major Capital Projects		162,975,000	3,720,000	159,255,000	51,680,000	74,475,000	32,500,000	600,000
Federal/State/Local Grant Funding		(22,884,400)	(250,000)	(22,634,400)	(12,446,300)	(10,049,500)	(6,600)	(132,000)
Total Major Capital Projects - Port Funded		\$ 140,090,600	\$ 3,470,000	\$ 136,620,600	\$ 39,233,700	\$ 64,425,500	\$ 32,493,400	\$ 468,000
% of Total Capital Expenditures - Port Funded		54%	10%	60%	56%	64%	62%	17%

☐ Included in 2014 Bond Reimbursement Resolution

**Three Year Capital Project Expenditures Budget
For the Years Ending December 31, 2015, 2016 and 2017**

Project Title	Project Status	Total Project Cost Estimate	Estimated Expenditures to Date	Estimated Cost to Complete	2015	2016	2017	Out Years
Authority Oil Docks								
1 Design & Construction of Oil Dock 14 (M&G)	UD	\$28,000,000	\$ 1,400,000	\$26,600,000	\$17,500,000	\$ 9,100,000	\$ 0	\$ 0
2 Fire System Pressurization Upgrades at Oil Docks	UD	2,690,000	40,000	2,650,000	150,000	1,000,000	0	1,500,000
3 Hoist Foundation, Gangway Support & Escape Route at Oil Docks 4 & 7	UD	2,480,000	80,000	2,400,000	600,000	600,000	1,200,000	0
4 Improvements to Fire Protection Systems at Oil Docks 4, 7, 11	NP	400,000	0	400,000	400,000	0	0	0
5 New Fire Barge Dock	UD	2,210,000	110,000	2,100,000	100,000	1,500,000	500,000	0
6 New Public Oil Dock - Viola	UD	24,250,000	250,000	24,000,000	2,000,000	18,000,000	4,000,000	0
7 North Bank Oil Dock-Preliminary and Permitting Phase	NP	250,000	0	250,000	250,000	0	0	0
8 Oil Dock 1 Improvements	UD	790,000	40,000	750,000	750,000	0	0	0
9 Oil Dock 3 Expansion	UD	12,000,000	100,000	11,900,000	1,000,000	6,000,000	4,900,000	0
10 Replace Dock House at OD 10	UD	365,000	65,000	300,000	300,000	0	0	0
11 Security Grant 14 (25/75) - Oil Dock 14 Access Control**	NP	838,283	0	838,283	419,142	419,142	0	0
		74,273,283	2,085,000	72,188,283	23,469,142	36,619,142	10,600,000	1,500,000
Bulk Terminal								
12 Bulk Dock 2 Roadway Extension	UD	165,000	0	165,000	165,000	0	0	0
13 Bulk Terminal Road Extension	UC	735,000	35,000	700,000	700,000	0	0	0
14 CB-6/CB-9 Rail Loadout Modifications	UC	0	0	0	0	0	0	0
15 Concrete Paving under Conveyor Belt 2	NP	120,000	0	120,000	120,000	0	0	0
16 Dust Suppression Equipment on Gantry Crane at Bul Dock 1	NP	90,000	0	90,000	90,000	0	0	0
17 Environmental Improvements/Enhancements	UC	440,000	0	440,000	90,000	150,000	200,000	0
18 Equipment Storage Building	UD	370,000	0	370,000	370,000	0	0	0
19 Existing Office Improvements	UD	175,000	35,000	140,000	140,000	0	0	0
20 Full Covers Over All Conveyor Belts	UC	250,000	200,000	50,000	50,000	0	0	0
21 New Operator's Cab at Gantry Crane	NP	300,000	0	300,000	300,000	0	0	0
22 Paving of Area Around CB4 and CB8	UD	550,000	50,000	500,000	500,000	0	0	0
23 Purchase New Digging Bucket for Gantry Crane	UD	180,000	0	180,000	180,000	0	0	0
24 Replacement of Rail Dump Air Filtration System	UD	375,000	75,000	300,000	0	300,000	0	0
25 Resurface Public Storage Pads	NP	770,000	70,000	700,000	700,000	0	0	0
26 Spill Pan Addition to Bulk Dock 2 Crane Boom Conveyor	NP	150,000	0	150,000	150,000	0	0	0
27 Storm Water System Quality Improvements - Bulk Terminal	NP	1,000,000	0	1,000,000	500,000	500,000	0	0
		5,670,000	465,000	5,205,000	4,055,000	950,000	200,000	0
Canals and Basins								
28 CCSC Bay Reach Widening and Barge Shelves	NP	15,200,000	0	15,200,000	100,000	15,100,000	0	0
29 CIP-La Quinta Channel Extension/Ecosystem Restoration**	UC	64,600,000	64,600,000	0	0	0	0	0
30 Increase DMPA Capacity for Port and Third Party Use	NP	1,000,000	0	1,000,000	0	1,000,000	0	0
31 New Access Road to Good Hope DMPA	UD	380,000	70,000	310,000	310,000	0	0	0
32 Relocation of Suntide DMPA Drainage to Viola Turning Basin	UD	700,000	90,000	610,000	610,000	0	0	0
33 Replacement of Generator System for VTIS at Harbor Island	UC	82,000	12,000	70,000	70,000	0	0	0
34 Rincon B Mitigation Design, Construction and Monitoring	UD	795,000	15,000	780,000	660,000	40,000	20,000	60,000
35 Security Grant #13 (25/75) - Emergency Power**	UD	250,405	20,000	230,405	230,405	0	0	0
36 Security Grant #13 (25/75) - Equipment Upkeep**	UC	570,000	0	570,000	228,000	342,000	0	0
37 Security Grant #13 (25/75) - La Quinta/GMW Surveillance**	UD	2,210,239	40,000	2,170,239	2,170,239	0	0	0
38 Security Grant #14 (25/75) - Security Equipment Upkeep**	UD	570,000	0	570,000	285,000	285,000	0	0
39 Tule Lake Channel Improvements (Dredging)	NP	1,000,000	0	1,000,000	0	0	1,000,000	0
40 Tule Lake Foundation Removal	UD	18,000,000	40,000	17,960,000	1,000,000	11,500,000	5,460,000	0
41 West Barge Mooring Area	UC	7,280,000	280,000	7,000,000	7,000,000	0	0	0
		112,637,644	65,167,000	47,470,644	12,663,644	28,267,000	6,480,000	60,000
Conference Center								
42 Chiller Replacement at Ortiz Center	NP	120,000	0	120,000	120,000	0	0	0
		120,000	0	120,000	120,000	0	0	0

**Port of Corpus Christi Authority
Three Year Capital Project Expenditures Budget
For the Years Ending December 31, 2015, 2016 and 2017**

Project Title	Project Status	Total Project Cost Estimate	Estimated Expenditures to Date	Estimated Cost to Complete	2015	2016	2017	Out Years
La Quinta								
43 Construction of 8" Water Line at La Quinta Property **	UD	\$ 330,000	\$ 25,000	\$ 305,000	\$ 305,000	\$ 0	\$ 0	\$ 0
44 Design-La Quinta Gateway Terminal General Purpose Dock and Storage Yard	UD	2,800,000	600,000	2,200,000	2,200,000	0	0	0
45 La Quinta Terminal Mitigation - Terrestrial Buffer Area	UD	3,940,000	170,000	3,770,000	500,000	1,000,000	1,670,000	600,000
46 La Quinta Terminal Mitigation - Aquatic Habitat **	UD	4,020,000	385,000	3,635,000	2,780,000	225,000	30,000	600,000
		11,090,000	1,180,000	9,910,000	5,785,000	1,225,000	1,700,000	1,200,000
Property and Buildings								
47 Security Command Center Parking Lot Improvements	NP	250,000	0	250,000	250,000	0	0	0
48 Storm Water System Quality Improvements - Maintenance Facility	NP	250,000	0	250,000	250,000	0	0	0
49 Admin/Annex Building Improvements	NP	135,000	0	135,000	75,000	30,000	30,000	0
50 Entrance Road to M&G/Oil Dock 14	UD	3,050,000	50,000	3,000,000	3,000,000	0	0	0
51 Fulton Corridor Overlay Project	NP	5,000,000	0	5,000,000	0	0	5,000,000	0
52 Improve Pad at Former Hailey Site - Cleanup	UC	1,200,000	50,000	1,150,000	150,000	1,000,000	0	0
53 Indian Point Mitigation Reserve-Conceptual Design & Permitting	UD	275,000	75,000	200,000	50,000	150,000	0	0
54 Landscape Enhancements	NP	450,000	0	450,000	250,000	100,000	100,000	0
55 New Port Office Building	UD	20,000,000	90,000	19,910,000	1,300,000	10,500,000	8,110,000	0
56 Permian Drainage Improvements-Phase 2	UC	325,000	100,000	225,000	225,000	0	0	0
57 Permian Yard Drainage Improvements	UC	1,100,000	900,000	200,000	200,000	0	0	0
58 Port Area Signage & Landscaping Improvements	UD	600,000	50,000	550,000	200,000	200,000	150,000	0
59 Prepare Permian Property for Development	NP	200,000	0	200,000	200,000	0	0	0
60 Reserve for Land Purchases	NP	30,000,000	0	30,000,000	10,000,000	10,000,000	10,000,000	0
61 Recertification of City's Storm Protection Levee System	UD	50,000	0	50,000	50,000	0	0	0
62 Reconstruction of Sam Rankin Road **	NP	1,950,000	50,000	1,900,000	1,900,000	0	0	0
63 Relocation of CCTR Facilities to Nueces River Rail Yard	NP	600,000	0	600,000	100,000	500,000	0	0
64 Relocation of Maintenance Department	UD	8,375,000	25,000	8,350,000	350,000	4,000,000	4,000,000	0
65 Removal of Refrigerated Storage Facility	NP	0	0	0	0	0	0	0
		73,810,000	1,390,000	72,420,000	18,550,000	26,480,000	27,390,000	0
Railroads								
66 Additional AEI Readers	NP	400,000	0	400,000	400,000	0	0	0
67 Rail Infrastructure Planning	NP	3,000,000	0	3,000,000	1,000,000	2,000,000	0	0
68 Construction of Nueces River Rail Yard Phase 1 **	UC	19,217,000	18,173,000	1,044,000	1,044,000	0	0	0
69 Gregory Relief (By Pass) Design and Construction	NP	2,000,000	0	2,000,000	1,000,000	1,000,000	0	0
70 Inner Harbor Rail Upgrades and Improvements (2014 Project)	UC	3,500,000	2,750,000	750,000	750,000	0	0	0
71 Inner Harbor Rail Upgrades and Improvements (2015 Project)	NP	10,000,000	0	10,000,000	750,000	3,250,000	6,000,000	0
72 Nueces River Rail Yard Phase 2 **	UD	28,000,000	1,100,000	26,900,000	15,000,000	11,900,000	0	0
		66,117,000	22,023,000	44,094,000	19,944,000	18,150,000	6,000,000	0
Administration								
73 Copier Equipment - Managing Director	NP	6,000	0	6,000	6,000 *	0	0	0
74 EMS Recording Software	NP	90,000	0	90,000	90,000	0	0	0
75 Network/Storage Hardware-Admin	NP	71,000	0	71,000	71,000 *	0	0	0
76 Network/Storage Software-Admin	NP	104,400	0	104,400	104,400 *	0	0	0
		271,400	0	271,400	271,400	0	0	0
Port Operations								
77 Purchase of Equipment-2014	UC	900,000	525,000	375,000	375,000	0	0	0
78 Purchase of Equipment-2015	NP	500,000	0	500,000	500,000	0	0	0
79 VTIS System	NP	500,000	0	500,000	500,000 *	0	0	0
80 Purchase of Vehicles	NP	680,000	0	680,000	380,000	100,000	100,000	100,000
		2,580,000	525,000	2,055,000	1,755,000	100,000	100,000	100,000
Total Capital Expenditures		\$346,569,327	\$92,835,000	\$253,734,327	\$86,613,186	\$111,791,142	\$52,470,000	\$ 2,860,000
Less: Federal/State/Local Grant Funding **		(85,861,345)	(58,195,000)	(27,666,345)	(16,693,639)	(10,834,106)	(6,600)	(132,000)
Total Capital Expenditures - Port Funded		\$260,707,982	\$34,640,000	\$226,067,982	\$69,919,547	\$100,957,036	\$52,463,400	\$ 2,728,000

**Three Year Maintenance Project Expenditures Budget
For the Years Ending December 31, 2015, 2016 and 2017**

Project Title	Total Project Cost Estimate	Estimated Expenditures to Date	Estimated Cost to Complete	2015	2016	2017	Balance Out Years
Authority Oil Docks							
1 Fire Line Improvements at Oil Dock 2	\$ 200,000	\$ 0	\$ 200,000	\$ 200,000	\$ 0	\$ 0	\$ 0
2 General Improvements to Oil Dock 6	150,000	0	150,000	150,000	0	0	0
3 Maintenance Painting	150,000	0	150,000	50,000	50,000	50,000	0
4 Underwater Maintenance & Repairs of Marine Structures	300,000	0	300,000	100,000	100,000	100,000	0
5 PCCA Slip & Canal Maintenance Dredging & Cost Share	1,600,000	0	1,600,000	1,066,667	333,333	66,667	133,333
6 General Improvements & Repairs	178,500	0	178,500	59,500	59,500	59,500	0
	2,578,500	0	2,578,500	1,626,167	542,833	276,167	133,333
Authority Dry Cargo Docks							
7 General Improvements to Cargo Dock Buildings and Transit Sheds	150,000	0	150,000	150,000	0	0	0
8 PCCA Slip & Canal Maintenance Dredging & Cost Share	533,333	0	533,333	355,556	111,111	22,222	44,444
9 General Improvements & Repairs	178,500	0	178,500	59,500	59,500	59,500	0
	861,833	0	861,833	565,056	170,611	81,722	44,444
Bulk Terminal							
10 Bulk Dock 1 Storage Building Upgrades	90,000	0	90,000	90,000	0	0	0
11 Maintenance Painting at Bulk Terminal	550,000	0	550,000	250,000	150,000	150,000	0
12 Replace Conveyor Idlers	450,000	0	450,000	200,000	250,000	0	0
13 Structural & Mechanical Repairs - Gantry Crane	150,000	0	150,000	50,000	50,000	50,000	0
14 Replacement of DC Drives in Ship Loader	60,000	0	60,000	60,000	0	0	0
15 Upgrades and Repairs to Bulk Dock 2 Marine Structures	500,000	0	500,000	500,000	0	0	0
16 PCCA Slip & Canal Maintenance Dredging & Cost Share	266,667	0	266,667	177,777	55,556	11,111	22,223
17 General Improvements & Repairs	168,000	0	168,000	56,000	56,000	56,000	0
	2,234,667	0	2,234,667	1,383,777	561,556	267,111	22,223
Conference Center							
18 Maintenance Projects at Ortiz Center	175,000	0	175,000	175,000	0	0	0
19 General Improvements & Repairs	105,000	0	105,000	35,000	35,000	35,000	0
	280,000	0	280,000	210,000	35,000	35,000	0
Authority Service Docks							
20 General Improvements & Repairs	105,000	0	105,000	35,000	35,000	35,000	0
	105,000	0	105,000	35,000	35,000	35,000	0
Transfer Facility							
21 General Improvements & Repairs	105,000	0	105,000	35,000	35,000	35,000	0
	105,000	0	105,000	35,000	35,000	35,000	0
Intermodal Facility							
22 General Improvements & Repairs	105,000	0	105,000	35,000	35,000	35,000	0
	105,000	0	105,000	35,000	35,000	35,000	0

**Three Year Maintenance Project Expenditures Budget
For the Years Ending December 31, 2015, 2016 and 2017**

Project Title	Total Project Cost Estimate	Estimated Expenditures to Date	Estimated Cost to Complete	2015	2016	2017	Balance Out Years
Property and Buildings							
23 Fencing of Storage Yards & Other Port Areas	\$ 90,000	\$ 0	\$ 90,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 0
24 General Electrical Consumption Reduction Projects	350,000	0	350,000	150,000	100,000	100,000	0
25 Inner and Outer Harbor Land Management (2014)	410,000	10,000	400,000	400,000	0	0	0
26 Inner and Outer Harbor Land Management (2015)	300,000	0	300,000	300,000	0	0	0
27 Maintenance of the Joe Fulton International Trade Corridor	400,000	0	400,000	250,000	100,000	50,000	0
28 Repair Port Bridges	150,000	0	150,000	150,000	0	0	0
29 Reroofing of PCCA Facilities	900,000	0	900,000	300,000	300,000	300,000	0
30 Resurfacing of South Side Open Storage Area	500,000	0	500,000	500,000	0	0	0
31 Roadway & Parking Lot Repairs	400,000	0	400,000	400,000	0	0	0
32 Stockpile Management	300,000	0	300,000	300,000	0	0	0
33 Storm Water System Maintenance	250,000	0	250,000	250,000	0	0	0
34 Warehouse Repairs at Maintenance	150,000	100,000	50,000	50,000	0	0	0
	4,200,000	110,000	4,090,000	3,080,000	530,000	480,000	0
Railroads							
35 Savage Lane Railroad Drainage	180,000	30,000	150,000	150,000	0	0	0
36 General Improvements & Repairs	105,000	0	105,000	35,000	35,000	35,000	0
	285,000	30,000	255,000	185,000	35,000	35,000	0
Total Maintenance Expenditures	\$10,755,000	\$ 140,000	\$10,615,000	\$ 7,155,000	\$ 1,980,000	\$ 1,280,000	\$ 200,000
Less: Federal Grant Funding **	0	0	0	0	0	0	0
Total Maintenance Expenditures - Port Funded	\$10,755,000	\$ 140,000	\$10,615,000	\$ 7,155,000	\$ 1,980,000	\$ 1,280,000	\$ 200,000

**Three Year Professional Services Project Expenditures Budget
For the Years Ending December 31, 2015, 2016 and 2017**

Project Title	Total Project Cost Estimate	Estimated Expenditures to Date	Estimated Cost to Complete	2015	2016	2017	Balance Out Years
Authority Oil Docks							
1 Oil Dock 9 Deepening	\$ 185,000	\$ 65,000	\$ 120,000	\$ 120,000	\$ 0	\$ 0	\$ 0
2 Oil Dock Area Classification	85,000	40,000	45,000	45,000	0	0	0
3 Underwater Inspection of Various Waterfront (2014)	260,000	200,000	60,000	60,000	0	0	0
4 Underwater Inspection of Various Waterfront (2015)	275,000	0	275,000	125,000	75,000	75,000	0
5 General Property Environmental Investigation/Cleanup	198,000	0	198,000	90,000	54,000	54,000	0
6 Surveying/Sounding Program	120,000	0	120,000	40,000	40,000	40,000	0
	1,123,000	305,000	818,000	480,000	169,000	169,000	0
Authority Dry Cargo Docks							
7 General Environmental Services	33,000	0	33,000	10,000	11,000	12,000	0
8 Underwater Inspection of Various Waterfront (2015)	140,000	0	140,000	50,000	45,000	45,000	0
9 Environmental Management System	20,000	0	20,000	5,000	7,500	7,500	0
10 Surveying/Sounding Program	60,000	0	60,000	20,000	20,000	20,000	0
	253,000	0	253,000	85,000	83,500	84,500	0
Bulk Terminal							
11 General Environmental Services	314,573	0	314,573	95,325	104,858	114,390	0
12 Underwater Inspection of Various Waterfront (2015)	135,000	0	135,000	75,000	30,000	30,000	0
13 Environmental Management System	7,000	0	7,000	1,750	2,625	2,625	0
14 Surveying/Sounding Program	30,000	0	30,000	10,000	10,000	10,000	0
	486,573	0	486,573	182,075	147,483	157,015	0
Property and Buildings							
15 General Environmental Services	66,000	0	66,000	20,000	22,000	24,000	0
16 General Property Environmental Investigation/Cleanup	231,000	0	231,000	105,000	63,000	63,000	0
17 Storm Water Drainage Study	100,000	0	100,000	100,000	0	0	0
Investigation & Remediation of Contamination from La Quinta							
18 Removal/Relocation	450,000	0	450,000	450,000	0	0	0
19 Surveying/Sounding Program-Elevator	15,000	0	15,000	5,000	5,000	5,000	0
20 Surveying/Sounding Program	75,000	0	75,000	25,000	25,000	25,000	0
	937,000	0	937,000	705,000	115,000	117,000	0
Engineering Services							
21 Environmental Management System	316,000	0	316,000	79,000	118,500	118,500	0
22 General Environmental Services	235,455	0	235,455	71,350	78,485	85,620	0
23 General Property Environmental Investigation/Cleanup	121,000	0	121,000	55,000	33,000	33,000	0
24 GIS Maintenance & Upgrades	250,000	0	250,000	100,000	100,000	50,000	0
25 Ozone Advance Project Participation	430,000	75,000	355,000	75,000	180,000	100,000	0
26 Routine Engineering Services	350,000	0	350,000	150,000	100,000	100,000	0
	1,702,455	75,000	1,627,455	530,350	609,985	487,120	0
Maintenance							
27 General Environmental Services	67,073	0	67,073	20,325	22,358	24,390	0
28 Environmental Management System	7,000	0	7,000	1,750	2,625	2,625	0
	74,073	0	74,073	22,075	24,983	27,015	0
Total Professional Services Expenditures	\$ 4,576,101	\$ 380,000	\$ 4,196,101	\$ 2,004,500	\$ 1,149,951	\$ 1,041,650	\$ 0
Less: Federal Grant Funding **	0	0	0	0	0	0	0
Total Professional Services Expenditures - Port Funded	\$ 4,576,101	\$ 380,000	\$ 4,196,101	\$ 2,004,500	\$ 1,149,951	\$ 1,041,650	\$ 0

Cash Position Forecast

**Cash Position
For the Year Ending December 31, 2015**

Unrestricted Cash Reserves - January 1, 2014	\$130,716,290
Unrestricted Cash Reserves - August 31, 2014	\$146,400,639
Estimated Cash to be Provided from Operations through remainder of 2014:	
Estimated Income(Loss) Before Contributions	10,500,072
Add: Depreciation	4,017,853
Total Estimated Cash Provided from Operations Through Remainder of 2014	14,517,924
Estimated Cash to be Used for Capital Expenditures and Related Financing Activities through remainder of 2014:	
Capital Expenditures	(14,348,000)
Capital Grants and Contributions	0
Total Estimated Cash to be Used for Capital Expenditures and Related financing Activities through remainder of 2014:	(14,348,000)
Net Cash Provided Through Remainder of 2014	169,924
Unrestricted Cash Reserves - December 31, 2014	146,570,563
Estimated Cash to be Provided from Operations for 2015:	
Income(Loss) Before Contributions	23,459,146
Add: Depreciation	12,058,897
Total Estimated Cash Provided from Operations for 2015	35,518,043
Estimated Cash to be Used for Capital and Related Financing Activities for 2015:	
Capital Expenditures	(86,613,186)
Harbor Bridge State Contribution	(3,000,000)
Proceeds from Capital Contributions	16,693,639
Total Estimated Cash Used for Capital and Related Financing Activities for 2015	(72,919,547)
Net Cash Used in 2015	(37,401,504)
Unrestricted Cash Reserves - End of Year	\$109,169,059

Cash Position

For the Three Years Ending December 31, 2015, 2016 and 2017

	2015	2016	2017	Total
Estimated Cash to be Provided from Operations:				
Income(Loss) Before Contributions	\$ 23,459,146	\$ 39,274,094	\$ 43,692,288	\$ 106,425,527
Add: Depreciation	12,058,897	12,300,075	12,546,076	36,905,048
Total Estimated Cash to be Provided from Operations	35,518,043	51,574,168	56,238,364	143,330,575

Estimated Cash to be Used for Capital Expenditures and Related Financing Activities

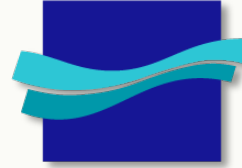
Capital Expenditures	(86,613,186)	(111,791,142)	(52,470,000)	(250,874,327)
Harbor Bridge State Contribution	(3,000,000)	(3,000,000)	(3,000,000)	(9,000,000)
Proceeds from Capital Contributions	16,693,639	10,834,106	6,600	27,534,345

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Total Estimated Cash to be Used for Capital Expenditures and Related Financing Activities	(72,919,547)	(103,957,036)	(55,463,400)	(232,339,982)
Net Cash Provided(Used)	(37,401,504)	(52,382,867)	774,964	(89,009,407)
Unrestricted Cash Reserves - Beginning of Year	146,570,563	109,169,059	56,786,192	146,570,563
Unrestricted Cash Reserves - End of Year	\$109,169,059	\$ 56,786,192	\$ 57,561,156	\$ 57,561,156

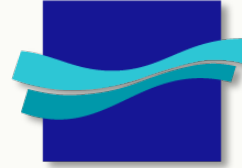
Unrestricted Cash Reserve Breakdown:

Operating Reserve	\$ 40,000,000	\$ 40,000,000	\$ 40,000,000	\$ 40,000,000
Capital Expenditure Reserve	69,169,059	16,786,192	17,561,156	17,561,156
Total Unrestricted Cash Reserves - End of Year	\$109,169,059	\$ 56,786,192	\$ 57,561,156	\$ 57,561,156



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Thank You!



PORT CORPUS CHRISTI

2015 Engineering Department Budget

David L. Krams, P.E., Director of Engineering Services

Summary of 2015 Engineering Budget

- **Capital: \$69,238,147 → 75 Projects**
(w/\$16.7 million Fed., State, & Other Contributions: **\$85,931,786**)
 - *NP = New Start Projects:* **\$17,835,786 → 29 Projects**
 - *UD = Under Design:* **\$39,991,361 → 32 Projects**
 - *UC = Under Construction:* **\$11,411,000 → 14 Projects**
- **Maintenance: \$7,155,000 → 28 Projects**
- **Professional Svcs: \$1,850,000 → 13 Projects**
- **Total Engineering Budget: \$95,586,786**
- **Total PCCA Funds: \$78,893,147**
→ 116 Projects

Summary of 2015 Capital Projects By Location

- Authority Dry Cargo Docks → \$0 (No Projects)
- Authority Oil Docks → \$23,154,786 (11 Projects)
- Bulk Terminal → \$4,055,000 (15 Projects)
- Canals and Basins → \$9,750,000 (10 Projects)
- Security Grant Projects → \$724,661 (4 Projects)
- Conference Center → \$120,000 (1 Project)
- Engineering Services → \$90,000 (1 Project)
- Harbor Island → \$0 (No Projects)
- La Quinta → \$5,038,700 (4 Projects)
- Purchase of Eqpt/Vehicles → \$1,255,000 (3 Projects)
- Port Facilities → \$500,000 (2 Projects)
- Property & Buildings → \$6,606,000 (16 Projects)
- Railroads → \$7,944,000 (7 Projects)



Summary of Major Capital Projects (PCCA Funds)

#	Project Title	Type	Total Costs	2015	2016	2017	Outyear
1	Design & Construction of Oil Dock 14 (M&G)	UD	\$ 28,000,000	\$17,500,000	\$ 9,100,000	\$ 0	\$ 0
6	New Public Ship Oil Dock – Viola	UD	\$ 24,250,000	\$ 2,000,000	\$18,000,000	\$ 4,000,000	\$ 0
9	Oil Dock 3 Expansion	UD	\$ 12,000,000	\$ 1,000,000	\$ 6,000,000	\$ 4,900,000	\$ 0
40	Tule Lake Foundation Removal	UD	\$ 18,000,000	\$ 1,000,000	\$11,500,000	\$ 5,460,000	\$ 0
41	West Barge Mooring Area	UC	\$ 7,280,000	\$ 7,000,000	\$ 0	\$ 0	\$ 0
46	La Quinta Terminal Mitigation – Aquatic Habitat	UD	\$ 3,135,600	\$ 2,333,700	\$ 175,500	\$ 23,400	\$ 468,000
50	Entrance Road to M&G/Oil Dock 14	UD	\$ 3,050,000	\$ 3,000,000	\$ 0	\$ 0	\$ 0
55	New Port Office Facility	UD	\$ 20,000,000	\$ 1,300,000	\$10,500,000	\$ 8,110,000	\$ 0
64	Relocation of the Maintenance Department	UD	\$ 8,375,000	\$ 350,000	\$ 4,000,000	\$ 4,000,000	\$ 0
71	Inner Harbor Rail Upgrades & Improvements (2015)	NP	\$ 10,000,000	\$ 750,000	\$ 3,250,000	\$ 6,000,000	\$ 0
72	Nueces River Rail Yard Phase II (21.4/78.6)	UD	\$ 6,000,000	\$ 3,000,000	\$ 1,900,000	\$ 0	\$ 0
	Total Cost Estimate of Major Projects		\$140,090,600	\$39,233,700	\$64,425,500	\$32,493,400	\$ 468,000
	Total Cost Estimate of Other Projects Under Construction		\$ 35,361,500	\$ 4,411,000	\$ 1,235,500	\$ 200,000	\$ 0

Design & Construction of Oil Dock 14 (M&G)



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(#1) (UD) Design and Construction of Oil Dock 14 (M&G)

2015: \$17,500,000

2016: \$ 9,100,000

Total Project: \$28,000,000

New Public Ship Oil Dock – Viola

General Location



(#6) (UD) New Public Ship Oil Dock - Viola

2015: \$2,000,000

2016: \$18,000,000

2017: \$4,000,000

Total Project: \$24,250,000

Oil Dock 3 Expansion

(#9) (UD) Oil Dock 3 Expansion

2015: \$1,000,000

2016: \$6,000,000

2017: \$4,900,000

Total Project: \$12,000,000

Existing Oil Dock 3

Manifold /
Loading Arms

Currently designed
to accommodate
two 30k bbl. barges

Dock House

Proposed Expansion

Expanded to
handle six 30k
bbl. barges

GOVERNMENT DREDGE LINE

BULKHEAD LINE

AVERY POINT BASIN

300 X 54 BARGE
300 X 54 BARGE
300 X 54 BARGE
300 X 54 BARGE
300 X 54 BARGE
300 X 54 BARGE

Tule Lake Foundation Removal



(#40) (UD) Tule Lake Foundation Removal

2015: \$1,000,000

2016: \$11,500,000

2017: \$5,460,000

Total Project: \$18,000,000

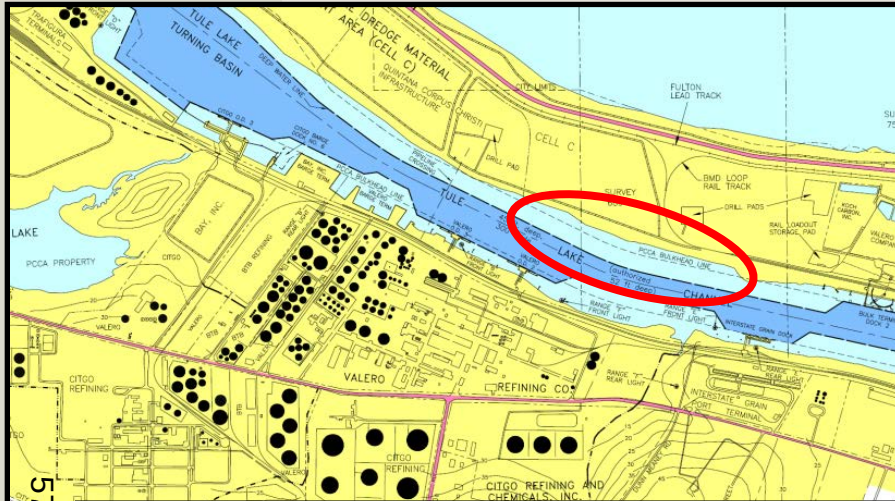
West Barge Mooring Area

(#41) (UC)

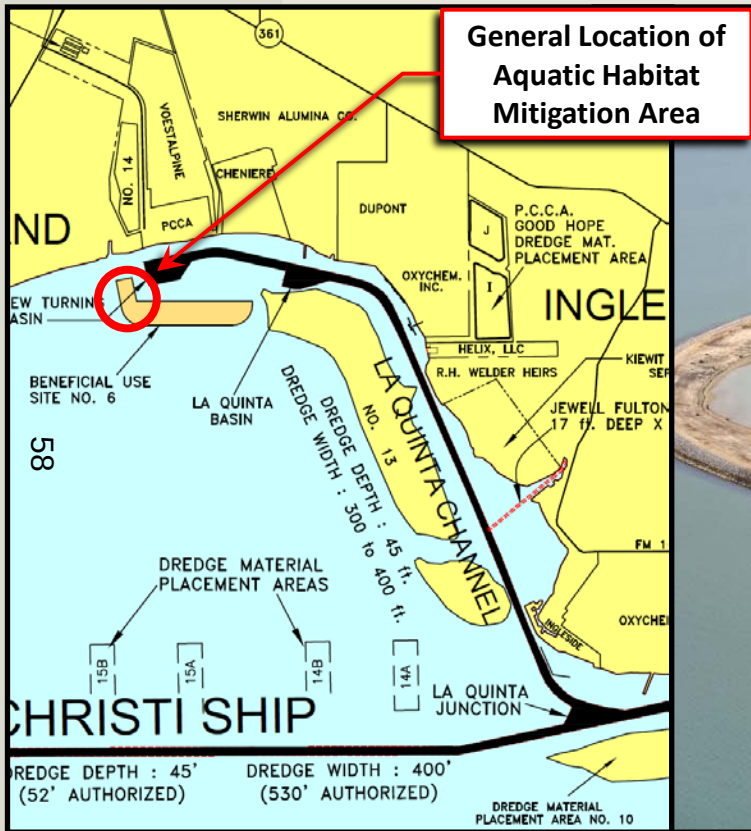
West Barge Mooring Area

2015: \$7,000,000

Total Project: \$7,280,000



La Quinta Terminal Mitigation Aquatic Habitat



(#46) (UD) La Quinta Terminal Mitigation – Aquatic Habitat

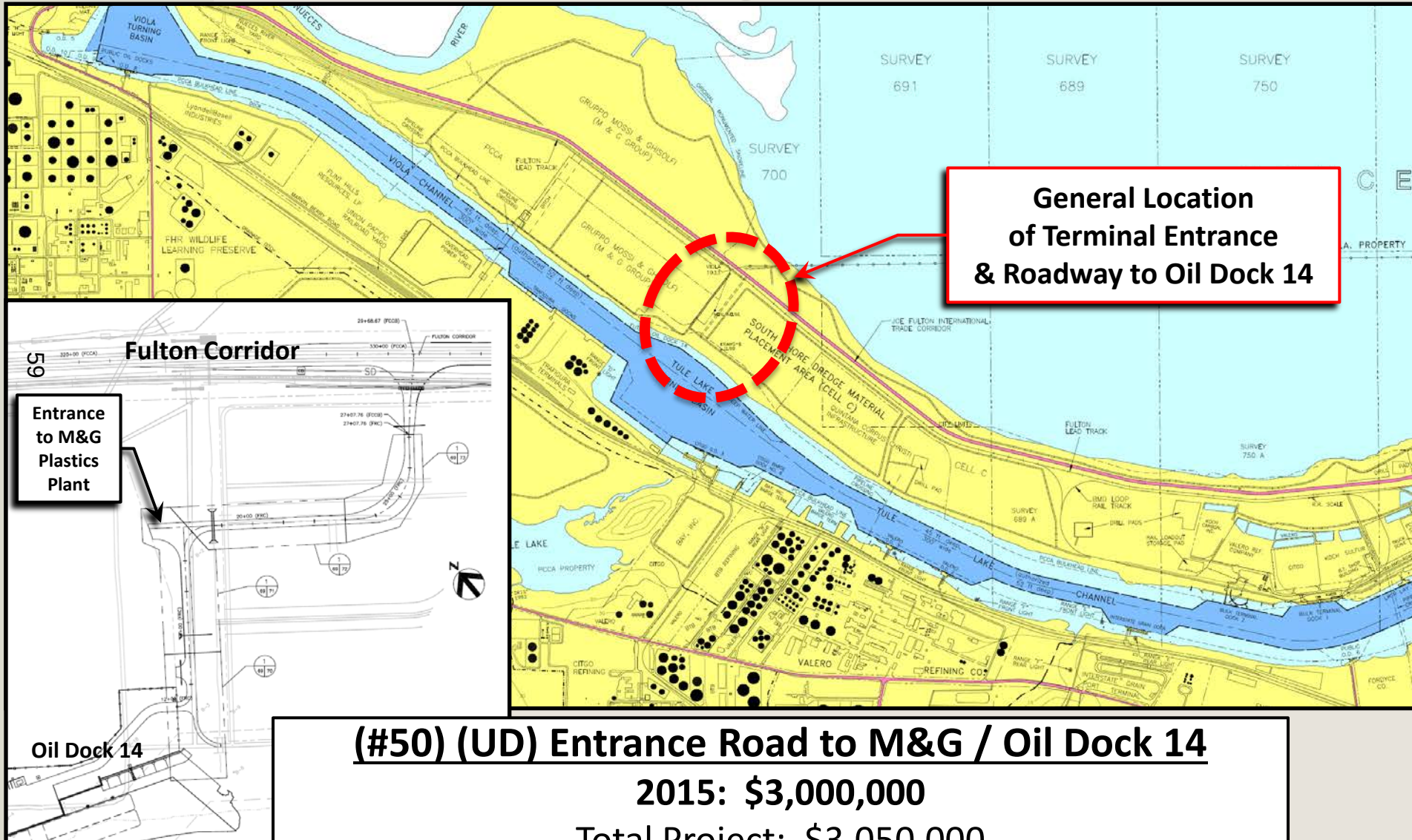
2015: \$2,333,700

2016: \$175,000

2017: \$23,400

Total Project: \$3,135,600

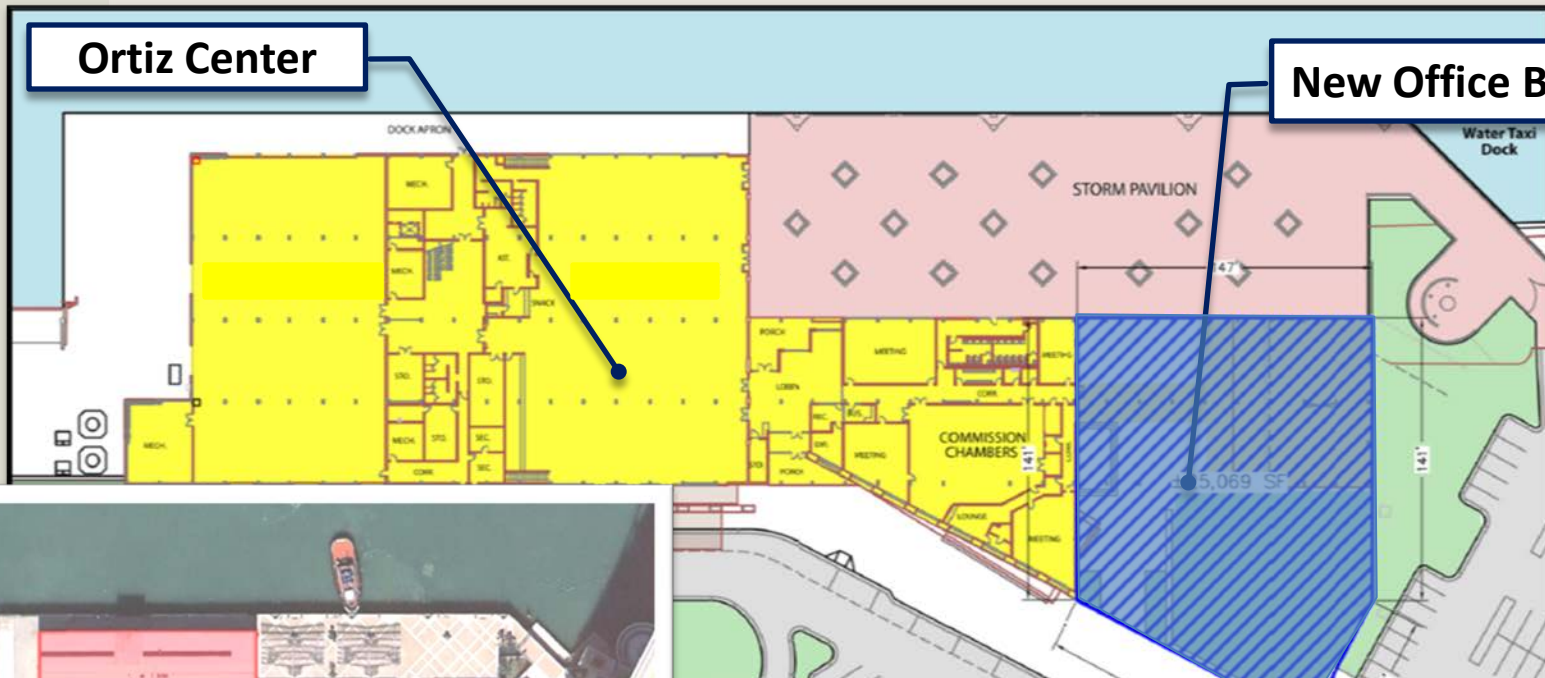
Entrance Road to M&G / Oil Dock 14



New Port Office Facility (Original Concept)

Ortiz Center

New Office Building



Ortiz Center

New Office Bldg.

(#55) (NP) New Port Office Facility

2015: \$ 1,300,000

2016: \$10,500,000

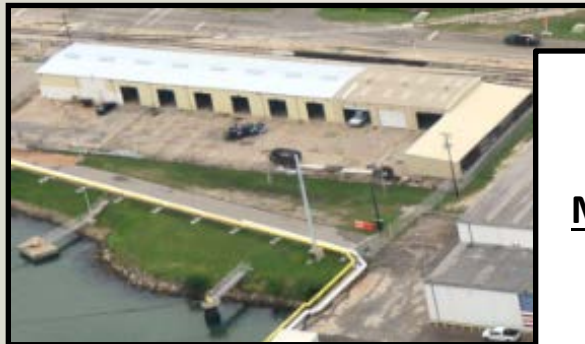
2017: \$ 8,110,000

Total Project: \$20,000,000



Relocation of the Maintenance Department

AGENDA ITEM NO. 10



(#64) (UD)

Relocation of the Maintenance Department

2015: \$ 350,000

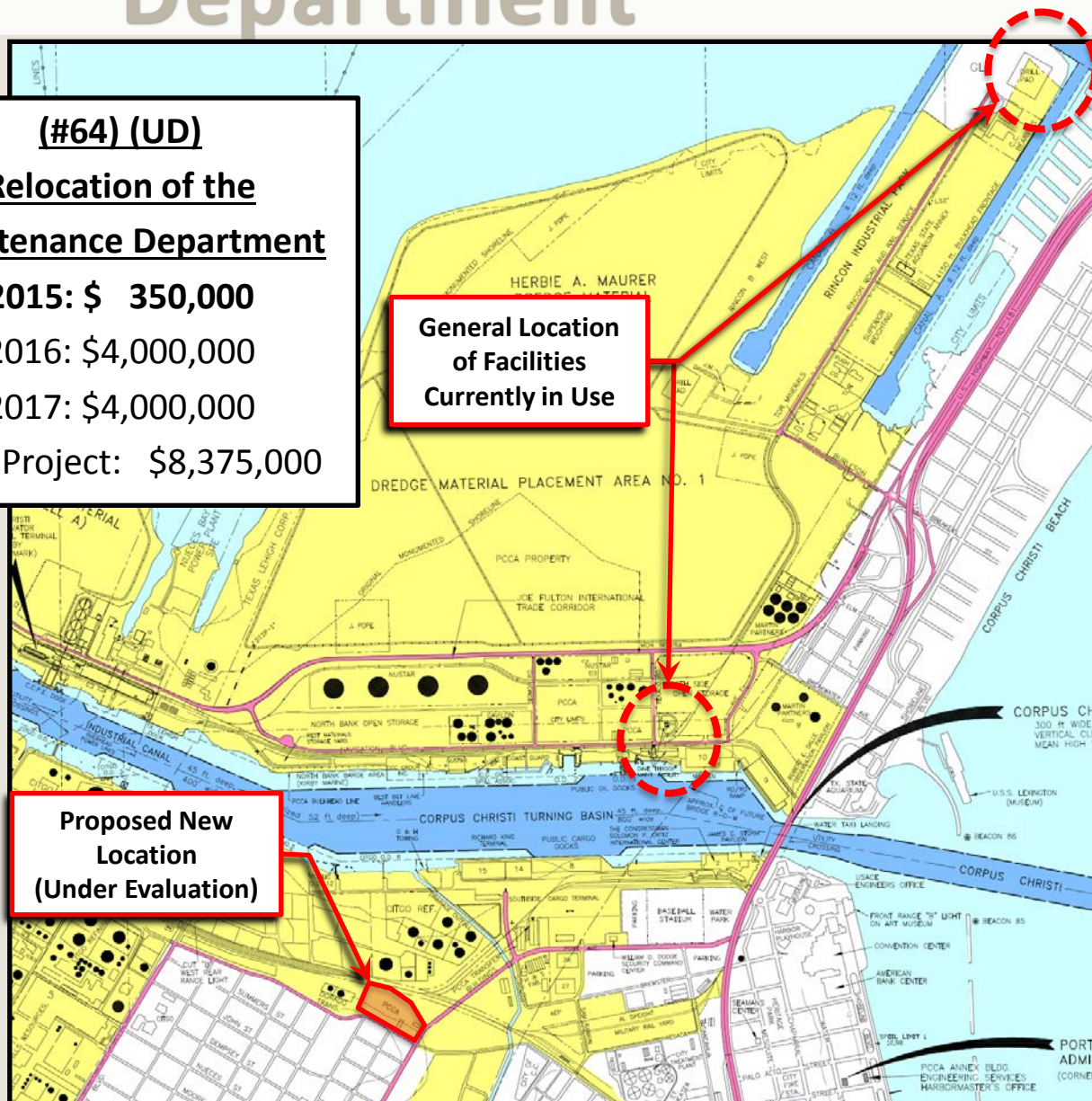
2016: \$4,000,000

2017: \$4,000,000

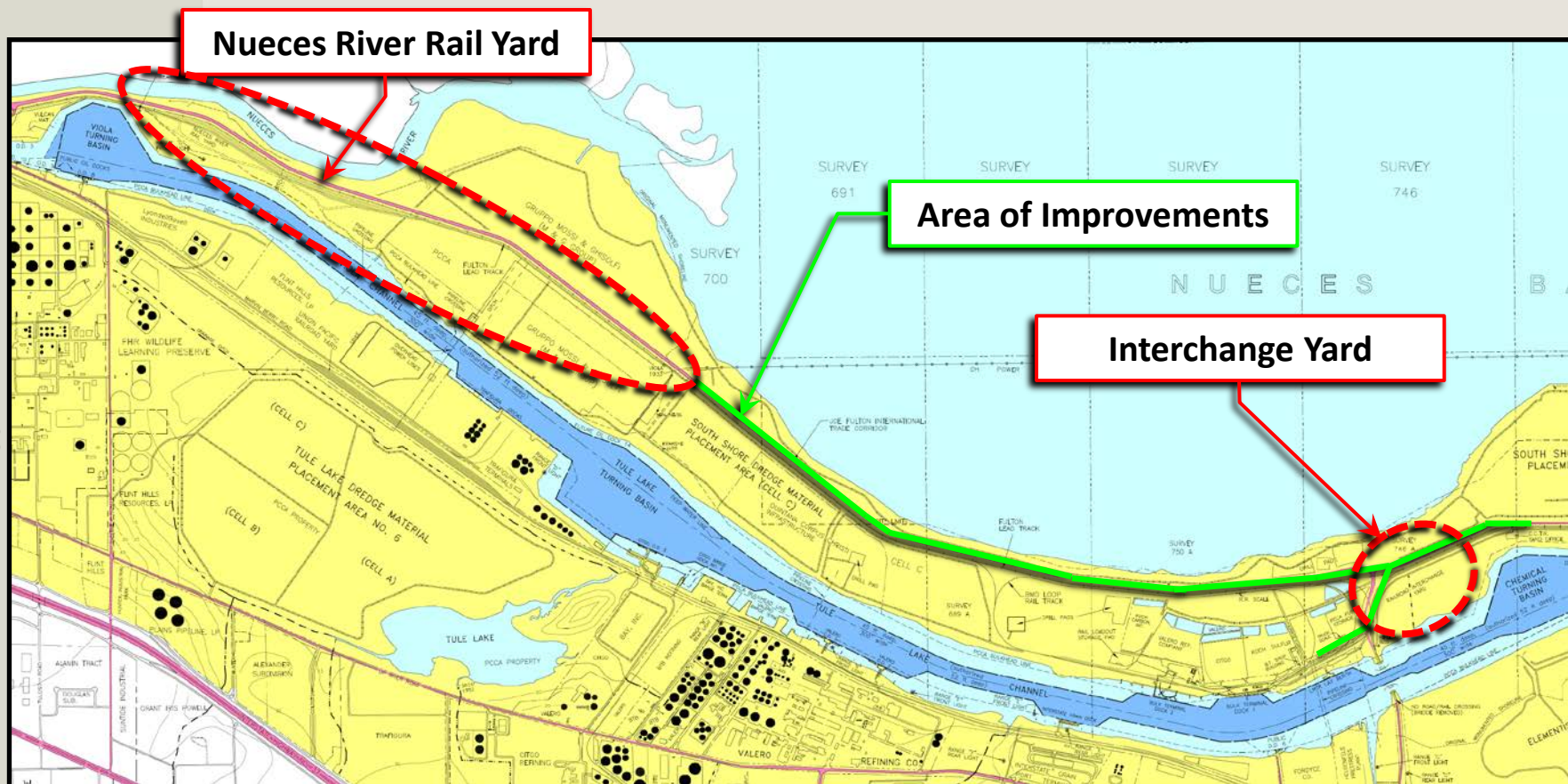
Total Project: \$8,375,000

**General Location
of Facilities
Currently in Use**

**Proposed New
Location
(Under Evaluation)**



Inner Harbor Rail Upgrades & Improvements (2015)



(#71) (NP) Inner Harbor Rail Upgrades & Improvements (2015)

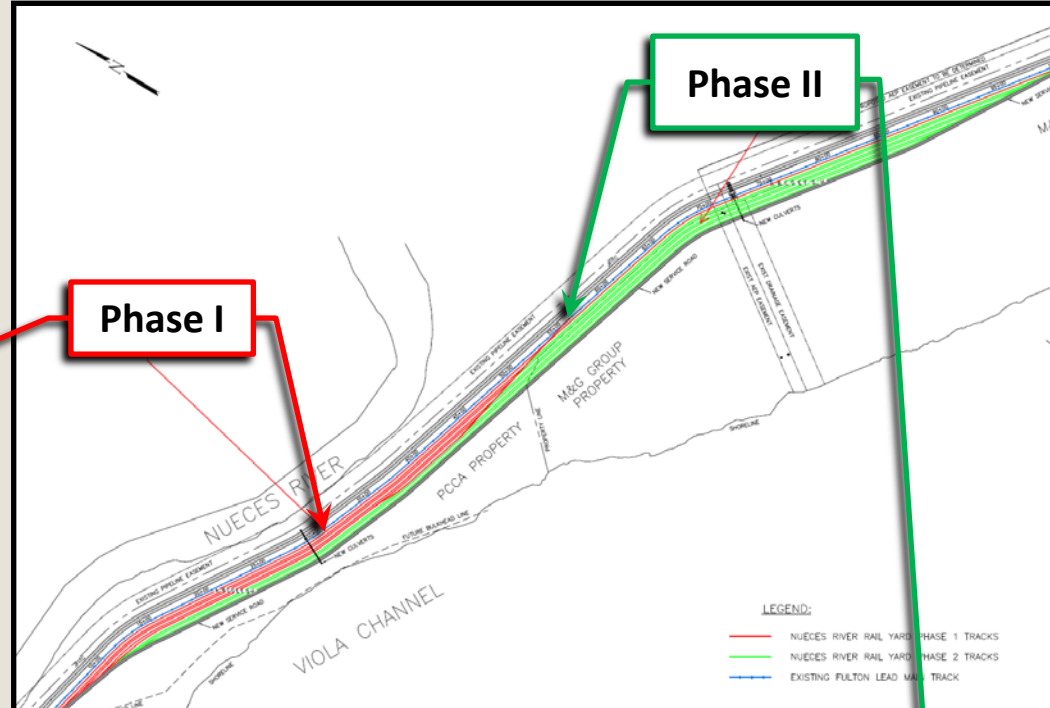
2015: \$750,000

2016: \$3,250,000

2017: \$6,000,000

Total Project: \$10,000,000

Nueces River Rail Yard Phase II (21.4/78.6)



(#72) (UD) Nueces River Rail Yard - Phase II

2015: \$3,000,000

2016: \$1,900,000

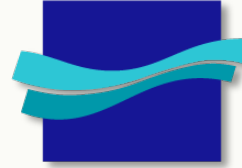
Total Project: \$28,000,000

(\$22 m State and \$6 m PCCA)

Significant Projects

Not Included in 2015/2016/2017 Budgets

- **Channel Improvement Project**
 - Deepening
- **Construction of La Quinta Gateway Terminal General Purpose Dock & Storage Yard**
- **Bulk Terminal Major Capital Improvements**



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Thank You!

Questions?

DATE: December 9, 2014

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

AGENDA ITEM NOS. 11 & 12

(11) Approve PCCA's Employer Matching Rate for the Texas County and District Retirement System Plan

(12) Approve PCCA's Employer Contribution Rate for the Texas County and District Retirement System Plan for 2015

The Port's employee retirement plan is administered by the Texas County and District Retirement System (TCDRS). TCDRS has been in existence since 1967 and has 655 county and district members. All but two counties in Texas belong to TCDRS. The Port's pension plan has been with TCDRS since 1992 and is fully funded (103.7% of obligations). Each year the Port is required to establish its contribution rate and has the option to make other changes (e.g., matching rate) in the pension benefits.

Currently the Port provides a matching rate of 1:1 for the employee's contribution (7% of salary) into the pension plan. This is the lowest option provided in the TCDRS plan. The most common matching rate is 2:1 and the highest is 2.5:1. As a result, the average pension of our employees is very modest. According to the latest TCDRS information, the Port's average retiree currently receives a pension of \$20,300 per year with no fixed cost-of-living increases. The average annual salary of a Port employee is \$61,260.00. In 2012, the Hay Group performed a Total Compensation review for the Port (using a cross section of public and private employers) and noted that our pension plan was 16% below the market median.

We believe it is important to improve the Port's retirement plan in order to attract and keep the employees that are so vital to our organization's success, a fact which was stated as a Success Driver in our updated Strategic Plan prepared by Leigh Fisher, Inc.

Port staff has examined several options to improve our pension system which involve changing the Port's matching rate (see attached chart). These options include increasing the match to either 1.5, 1.75 or 2.0 to one match. Port staff recommends increasing our matching rate to 1.5:1 for all existing and future employee's service (i.e., past and future service). This change will require the Port's annual contribution rate to be raised to 8.82% which is an increase of \$240,760 (1.82% of salary) over last year's pension contribution rate.

While a 1.5:1 match still puts our pension plan below the average provided for in the TCDRS plan, we believe any changes should be made carefully and one step at a time. In future years if we see a need to further improve the Port's pension plan, we can do so at that time. In the meantime, this change will raise our pension plan to 5% above the market median.

In summary, staff recommends approval of a 1.5:1 matching rate for the Port's pension plan for all existing and future employee's service (i.e. past and future service) and further recommends approval of a contribution rate of 8.82% for 2015 for the Port's pension plan. Staff further recommends that the Port Commission authorize the Executive Director to execute the necessary amendments to the Port's TCDRS contract to implement these changes. If you have any questions please call me.

LEAD CONTACT: Frank Brogan; 885-6133; frank@pocca.com

**Port of Corpus Christi Authority
TCDRS Retirement Plan
Proposed Matching Options**

	Current Plan	Proposed Plan Options			Proposed Plan Options			Proposed Plan Options		
	1.0 : 1.0	1.5 : 1.0			1.75 : 1.0			2.0 : 1.0		
		Rate Increase		Lump Sum Payment	Rate Increase		Lump Sum Payment	Rate Increase		Lump Sum Payment
Required Rate	2.85%	8.82%		5.68%	12.00%		6.62%	15.19%		7.56%
Elected Rate	7.00%	7.00%		7.00%	7.00%		7.00%	7.00%		7.00%
Over(Under) Required Rate	4.15%	-1.82%		1.32%	-5.00%		0.38%	-8.19%		-0.56%
Actuarial Value of Assets	\$ 31,917,556	\$ 31,917,556		\$ 35,128,565	\$ 31,917,556		\$ 37,422,143	\$ 31,917,556		\$ 39,715,721
Actuarial Accrued Liability	\$ 30,786,850	\$ 35,347,538		\$ 35,347,538	\$ 37,627,884		\$ 37,627,884	\$ 39,908,229		\$ 39,908,229
Overfunded(Unfunded) Actuarial Liability	\$ 1,130,706	\$ (3,429,982)		\$ (218,973)	\$ (5,710,328)		\$ (205,741)	\$ (7,990,673)		\$ (192,508)
Funded Ratio	103.7%	90.3%		99.4%	84.8%		99.5%	80.0%		99.5%
Covered Payroll	\$ 13,228,571	\$ 13,228,571		\$ 13,228,571	\$ 13,228,571		\$ 13,228,571	\$ 13,228,571		\$ 13,228,571
Lump Sum Payment	\$ -	\$ -		\$ 3,500,000	\$ -		\$ 6,000,000	\$ -		\$ 8,000,000
Annual Contribution	\$ 926,000	\$ 1,166,760		\$ 926,000	\$ 1,587,429		\$ 926,000	\$ 2,009,420		\$ 1,000,080
Change In Annual Contribution	\$ -	\$ 240,760		\$ -	\$ 661,429		\$ -	\$ 1,083,420		\$ 74,080

**Port of Corpus Christi Authority
Benefits Detail Market Position Analysis Comparison**

Variance from Market Median				
	Original *		Proposed	
	\$60K Salary Level	\$200K Salary Level	\$60K Salary Level	\$200K Salary Level
EP - Exec. Perquisites	N/A	16%	N/A	16%
DB - Death Benefits	44%	18%	44%	18%
DI - Disability	90%	99%	90%	99%
HC - Health Care	122%	122%	122%	122%
PP - Pension Plan	84%	84%	105%	105%
CA - Capital Accumulation	50%	50%	50%	50%
HV - Holiday & Vacation	97%	97%	97%	97%
OT - Other Benefits	65%	65%	65%	65%
GD - Statutory	100%	100%	100%	100%
Total Benefits	100%	96%	104%	102%

* - (HayGroup) Port of Corpus Christi Authority: Total Compensation Review - August 2012

AGENDA ITEM NO.12

See Item 11

DATE: December 9, 2014

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

AGENDA ITEM NO. 13

**Approve Producer Price Index 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 2.94%; last year's change was 3.97%. For example, with the proposed 2.94% PPI adjustment, our liquid petroleum wharfage rate would increase from \$0.0937 to \$0.0965 per barrel. The overall increase applied to all wharfage and dockage would generate approximately \$1,801,705.00 in increased revenue. The existing 7.5% Security Surcharge will not be changed.

Staff recommends a PPI adjustment of 2.94% to the wharfage and dockage charges under PCCA Tariff 100-Authority 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, 2015.

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

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

		2.94% Tariff	
	Current	Adjustment **	Adjusted
Wharfage	\$ 42,554,816	\$ 1,251,112	\$ 43,805,928
Dockage	\$ 14,452,132	\$ 424,893	\$ 14,877,025
Security Surcharge-7.50%	\$ 4,275,521	\$ 125,700	\$ 4,401,221
Total	\$ 61,282,469	\$ 1,801,705	\$ 63,084,174

**** - Through October 2014**

DATE: December 9, 2014

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

AGENDA ITEM NO. 14

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

On December 10, 2013, the Port Commission approved a change 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 agreement, and the other fee schedule for companies that are not PCCA customers or that use private docks not covered by a current franchise agreement. The Port 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.

Staff recommends, as proposed in the 2015 budget, that the fees for pipeline and utility easements and for use of PCCA-owned DMPAs be adjusted again this year to reflect the increase in the Producers Price Index for Ports and Harbors (PPI). This year's PPI change is +2.94%. 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 \$4.28 per cubic yard. This rate does not include separate additional fees that could be charged by the U.S. Army Corps of Engineers for use at dredge material placement areas in which the federal government has an interest. The PPI adjusted fees, if approved, will go into effect on January 1, 2015.

Staff recommends approval of the PPI adjustments as described in the attached revised fee schedules which include the proposed new fees.

LEAD CONTACT: David L. Krams, P.E.; 361-885-6134; krams@pocca.com.

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

Effective January 01, 2015

**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:**

<u>DESCRIPTION</u>	<u>Proposed 10-Yr Rate</u>	
Not over 8" Diameter	\$ 54.61	per rod
Minimum	\$ 1,637.99	per line
Over 8" but not over 16" Diameter	\$ 65.52	per rod
Minimum	\$ 1,965.59	per line
Over 16" but not over 32" Diameter	\$ 120.12	per rod
Minimum	\$ 2,729.98	per line
Over 32" but not over 48" Diameter	\$ 191.10	per rod
Minimum	\$ 4,913.97	per line
Over 48" but not over 64" Diameter	\$ 262.08	per rod
Minimum	\$ 6,005.96	per line
Over 64" but not over 80" Diameter	\$ 343.87	per rod
Minimum	\$ 7,097.96	per line
Over 80" but not over 96" Diameter	\$ 420.42	per rod
Minimum	\$ 8,735.95	per line
96" or over	\$ 491.40	per rod
Minimum	\$ 10,373.94	per line
12 KV Electrical Transmission	\$ 43.68	per rod
Minimum	\$ 1,310.39	per line
35 KV	\$ 49.14	per rod
Minimum	\$ 1,441.44	per line
69 KV	\$ 54.61	per rod
Minimum	\$ 1,572.47	per line
138 KV	\$ 81.90	per rod
Minimum	\$ 1,637.99	per line
345 KV	\$ 98.28	per rod
Minimum	\$ 1,965.59	per line
Wooden Support Poles	\$ 273.00	each
Steel Tower Supports	\$ 1,091.99	each

*** Also for governmental agencies.**

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

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

Effective January 01, 2015

**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:**

<u>DESCRIPTION</u>	<u>Proposed 10-Yr Rate</u>	
Not over 8" Diameter	\$ 157.55	per rod
Minimum	\$ 4,726.34	per line
Over 8" but not over 16" Diameter	\$ 189.05	per rod
Minimum	\$ 5,671.60	per line
Over 16" but not over 32" Diameter	\$ 346.60	per rod
Minimum	\$ 7,877.23	per line
Over 32" but not over 48" Diameter	\$ 551.41	per rod
Minimum	\$ 14,179.01	per line
Over 48" but not over 64" Diameter	\$ 756.22	per rod
Minimum	\$ 17,329.90	per line
Over 64" but not over 80" Diameter	\$ 992.53	per rod
Minimum	\$ 20,480.79	per line
Over 80" but not over 96" Diameter	\$ 1,213.10	per rod
Minimum	\$ 25,207.12	per line
96" or over	\$ 1,417.91	per rod
Minimum	\$ 29,933.46	per line
12 KV Electrical Transmission	\$ 126.04	per rod
Minimum	\$ 3,781.07	per line
35 KV	\$ 141.79	per rod
Minimum	\$ 4,159.18	per line
69 KV	\$ 157.55	per rod
Minimum	\$ 4,537.29	per line
138 KV	\$ 236.32	per rod
Minimum	\$ 4,726.34	per line
345 KV	\$ 283.58	per rod
Minimum	\$ 5,671.60	per line
Wooden Support Poles	\$ 787.73	each
Steel Tower Supports	\$ 3,150.89	each

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

**Dredge Material Placement Area Depletion Charges
As of January 1, 2015**

\$50.00 Application Fee Plus

Rincon Placement Area and Placement Area No. 1	Port Fee	\$4.28/CY
	Corps Fee	*
Southshore Placement Areas (Cells A, B & C)	Port Fee	\$4.28/CY
	Corps Fee	*
Placement Area No. 6	Port Fee	\$4.28/CY
	Corps Fee	*
Suntide Placement Area	Port Fee	\$4.28/CY
	Corps Fee	*
Placement Areas from Port Aransas to Ingleside Point	Port Fee	\$4.28/CY
	Corps Fee	*
Placement Areas Along La Quinta Channel	Port Fee	\$4.28/CY
	Corps Fee	*
Good Hope Placement Area	Port Fee	\$4.28/CY
	Corps Fee	*
Placement Area No. 14	Port Fee	\$4.28/CY
	Corps Fee	*

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

DATE: December 9, 2013

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

AGENDA ITEM NO. 15

Approve Annual Professional Services Agreements

In order for the Port of Corpus Christi to meet the needs of this port and the community in which it is located, staff annually contracts with a number of firms to provide professional services in their specific areas of expertise. In the past, these agreements were not standardized. This year the Port's legal counsel has developed a standard consulting agreement template so that all of the Port's consulting agreements generally follow the same format with the same requirements.

The following annual professional services agreements are due for renewal. The term for all agreements begins January 1, 2015, and ends on December 31, 2015.

Thomas S. Moore: Tom Moore will provide professional services to develop trade opportunities within the South Texas/Northern Mexico region including San Antonio, the Rio Grande Valley, Laredo, and Monterrey. He will also represent the Port on the Free Trade Alliance, Chambers of Commerce, transportation authorities, economic development organizations, and other governmental entities. Costs for his services will be approximately \$50,000.00.

W.L. Bates: Rick DuPriest will provide real estate advice on the viability of industrial projects on both Port-owned and non-owned properties, marketing services for the sale or lease of our properties, and information on the ownership of area industrial properties. Costs for his services will not exceed \$147,600.00.

Mathiesen Maritime Services: Palle Mathiesen will provide services for the development of a liner service, seasonal parcel service, an account base with foreign and domestic cargo owners, marketing with the major vessel owners, and on-shore and off-shore wind turbine projects. Costs for services will be approximately \$50,000.00.

Simon Hsing: Simon Hsing will assist the Port in developing business relations with and provide analysis of economic and trade-related issues in Asia including the Greater China Region. Costs for his services will be approximately \$44,000.00.

ASOCIAME S.A.S.: Ms. Ana Milena Escobar Araujo will represent the Port's general cargo business in Colombia, specifically in the Cartagena, Barranquilla, Tolu, and San Marta Ports. Costs for her services will be approximately \$50,000.00.

Morehead Dotts Rybak: Morehead Dotts Rybak will provide creative advertising and marketing services to assist the Port in the area of public information. Costs for these services will be \$102,000.00.

Captain Joseph Harrington: Capt. Harrington, a licensed captain, will provide the safe navigation of the fire barge, training of Port and RTFC personnel, and advice on vessel operations and maintenance. He will also serve as the liaison with tugboats assisting the fire barge and with personnel on the distressed vessel. Costs for his services will be \$40,000.00.

Delisi Communications/Pathfinder Public Affairs: These firms will provide legislative consulting and lobbying services on issues before the Texas Legislature and state agencies. Total costs for services for both firms will be \$120,000.00.

Welder Leshin, LLP: For 2015, Welder Leshin, LLP, will provide legal representation and advice to the Port 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.

Cassidy & Associates Inc.: Cassidy & Associates will provide lobby assistance with Congress and federal agencies in support of our dredging projects. Costs for their services will total \$210,000.00.

Borski Associates, LLC: Robert Borski will provide lobbying assistance with Congress and federal agencies for transportation issues in support of the Water Resources Development Act requests and foreign relations issues. Costs for their services will be \$120,000.00.

Erben & Yarbrough: Randall Erben will provide legislative consulting and lobbying services in the areas of transportation, environmental, security and economic development before the Texas Legislature and state agencies. Costs for his services will be \$90,000.00.

Berlanga Business Consultants: Hugo Berlanga will provide legislative consulting and lobbying services in the areas of transportation, environmental, security and economic development before the Texas Legislature and state agencies. Costs for his services will be \$90,000.00.

In addition to the costs for their services, all agreements provide for reimbursement for reasonable travel expenses and direct costs. These costs must be approved by the Port prior to incurrence. Staff recommends approval of the 13 professional services agreements listed above for calendar year 2015.

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

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective as of January 1 2015 (“Effective Date”), by and between ASOCIAME S.A.S. (“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 Ms. Ana Milena Escobar Araujo.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2015, (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.

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:

Carrera 20 No 127-60 piso 5
Edificio Torreón de Plazaverde
Bogotá, COLOMBIA
ATTN: Ana Milena Escobar Araujo

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.

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:

ASOCIAME S.A.S.

By: _____
Ana Milena Escobar Araujo

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 developing the regular liner shipping project between the PCCA and Colombian ports.
- Maintain close contact and coordination with entities with whom we have signed MOUs.
- Develop a key account base with foreign and domestic cargo owners.
- Assist in making the PCCA known to the top decision makers of the major vessel owners.
- Assist in developing solutions to customers' logistical problems.
- Assist in creating adequate supporting infrastructure for handling international trade project cargo.
- Assist with other assignments and solutions as necessary.

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

PCCA POINT OF CONTACT: Ruben C. Medina

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, 2015 (“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, 2015, (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 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 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.

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 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 or lead in regional economic development.

The services described in this exhibit will be provided by the Consultant on an as-needed basis and as requested by the PCCA. All services will be provided by the Consultant in person (or by telephone or electronic means as otherwise agreed by the PCCA) at such times and locations as designated by the PCCA. The Consultant will make every effort to be available to consult with the PCCA at such times and places as the PCCA may reasonably request.

The Consultant will make oral and written reports as requested by the Executive or Managing Director or their 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 December 31, 2014 (“Effective Date”), by and between JOE HARRINGTON (“Captain”) and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (“PCCA”), each a “Party” and, collectively, the “Parties.”

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

WHEREAS, PCCA wishes to engage the Captain 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. *Captain’s Services.* The PCCA hereby engages the Captain to perform the Services in accordance with the terms and conditions set forth in this Agreement, and Captain 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 Joe Harrington.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2015, 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 Captain hereunder except to pay the Captain all unpaid fees which the Captain has earned under this Agreement.

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

5.1 The Captain 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 Captain 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 Captain 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 Captain's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Captain 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 Captain 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 Captain will not use any third party confidential or propriety information, or infringe the rights of another party, nor will the Captain 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 Captain 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 Captain has and hereby retains full control of any supervision over the Captain's obligations hereunder;

5.10 The Captain 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 Captain shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *PROFESSIONAL SERVICES Fee.* In consideration of the Captain's performance of the Services in accordance with this Agreement during the Term, PCCA shall pay to the Captain the compensation set forth in Exhibit B attached hereto ("Payments to CAPTAIN for Fireboat Services") 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 Captain 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 Captain 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 Captain shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Captain 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 Captain. The Captain agrees to pay all income and employment taxes on the PROFESSIONAL SERVICES Fee or other amounts paid to the Captain hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

7.3 At all times during the Term, the Captain 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 Captain to the PCCA upon request.

Section 8. *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 Captain 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 Captain for consultation and/or direction.

Section 9. *Confidential Information.* It is understood that information developed by or communicated to Captain in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Captain in connection herewith which is not generally available to the public is proprietary to the PCCA and constitutes confidential information of the PCCA. Captain agrees that, without prior written approval of the PCCA's Representative, Captain 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 Captain's obligations under this Agreement.

Section 10. *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:

P.O. Box 1541
Corpus Christi, Texas 78403
ATTN: Executive Director

If to Captain:

802 N. Live Oak Street
Rockport, Texas 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 11. *Assignment.* This Agreement may not be assigned by the Captain without the prior written consent of the PCCA.

Section 12. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 13. *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 14. *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 15. *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 Captain 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 Captain.

Section 16. *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 17. *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 18. *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 19. *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, PROFESSIONAL SERVICES, 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 20. *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 21. *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

CAPTAIN:

JOE HARRINGTON

By: _____
Joe Harrington

EXHIBIT A

SERVICES

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

- Act as Captain of the fireboat *Port of Corpus Christi* whenever requested by competent Port Authority.
- Act as Captain 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 Port and RTFC 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 you will not be available for recall.

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

The Services described in this Exhibit A will be provided by the Captain on an as-needed basis as requested by the PCCA. All Services will be provided by the Captain 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 Captain 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: Tony Alejandro

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 \$3,333.33. 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 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, 2015 (“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, 2015, (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. DuPriest

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.

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 Managing 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 Managing 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 Managing Director 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 or Managing Director or their duly authorized representative.

PCCA POINT OF CONTACT: Frank C. Brogan

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 \$12,300.00. 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, 2015 (“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, 2015, (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 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 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.

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.

- Develop regular, year-round liner services.
- Develop seasonal parcel services.
- Develop a key account base with foreign and domestic cargo owners.
- Assist in marketing the PCCA known to the top decision makers of the major vessel owners.
- Assist in developing solutions to customers' logistical problems.
- Assist in creating adequate supporting infrastructure for handling international trade project cargo.
- Assist with other assignments and situations as necessary.
- Assist with the development of wind turbine industry, on-shore and off-shore projects.

The Consultant will make oral and written reports as requested by the Executive or Managing Director or their 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, 2015 (“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, 2015, (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.

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 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.

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 services in accordance with the terms and conditions set forth in this Agreement.

- Act as the PCCA's consultant in Asia, including the Greater China Region, in order to develop business relations with respect to trade development for the PCCA.
- Facilitate the PCCA's development of trade and investment and to provide the PCCA analysis of the economic and trade-related issues.

The Consultant will make oral and written reports as requested by the Executive or Managing Director or their 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 \$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, 2015 (“Effective Date”), by and between **MOREHEAD, DOTTS, RYBACK** (“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 Vasquez-Zuniga.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2015, (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:

2667 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.

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: _____
Fred Dotts

EXHIBIT A

SERVICES

The Consultant will perform the following 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 or Managing Director or their 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 \$8,500.00. 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.

The Consultant's costs for advertising and media placements, photography, printing, video shoots, materials for production, and delivery services are considered expenses of performing the Consultant's services and shall be an obligation of the PCCA. The Consultant is also entitled to the customary markup on media placements, electronic production, and printing.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective as of January 1, 2015 (“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, 2015, (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 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 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: Dierdre 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.

[Signatures on next page]

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

EXHIBIT A

SERVICES

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

- Confer, advise and participate in the passage, amendment 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.
- Maintain a continuing relationship with relevant state agencies, including the Texas Department of Transportation.
- If requested, confer and advise in regard to the potential political and legislative impact of any proposed business decision of the management of the PCCA.
- Generally use abilities, experience and best efforts to assist in the formulation and successful implementation of the legislative goals of the PCCA.
- Meet with the PCCA representatives as needed.

The Consultant will make oral and written reports as requested by the Executive Director or the Director of Government Affairs or their duly authorized representative.

PCCA POINT OF CONTACT: Nelda Olivo

EXHIBIT B
CONTRACT FEES

Each 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.

The Consultant will not expend any funds on behalf of or in the name of the PCCA as political contributions or in support of any political party, any candidate for political office, or any referendum issue. Neither the Consultants nor any third party acting on behalf of the Consultants will have or will hold itself out as having authority to bind the PCCA in any way and on any subject whatsoever.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective as of January 1, 2015 (“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, 2015, (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 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 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, DC 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.

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
Co-chairman

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 the Director of Government Affairs or their 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 \$52,500.00. 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.

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, 2015 (“Effective Date”), by and between ROBERT BORSKI 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 Borski.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2015, (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 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 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:

4463 East Thompson Street
Philadelphia, Pennsylvania 19137
ATTN: Robert 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.

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 A. 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 the Director of Government Affairs or their 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 \$10,000.00. 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, 2015 (“Effective Date”), by and between ERBEN & YARBROUGH (“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 Randall H. Erben.

Section 3. *Term.* This Agreement will commence on the Effective Date and expire on December 31, 2015, (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 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 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 78701
ATTN: Randall H. Erben

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.

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:

ERBEN & YARBROUGH

By: _____
Randall H. Erben

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 the Director of Government Affairs or their 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 \$7,500.00. 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, 2015 (“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, 2015, (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 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 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.**

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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.

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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.

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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 the Director of Government Affairs or their 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 \$7,500.00. 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.

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 3, 2014

Port Commission
Port of Corpus Christi Authority
PO Box 1541
Corpus Christi, Texas 78403

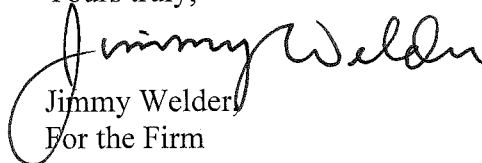
Dear Commissioners:

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 my rate. The firm agrees to provide legal services to the Port at the following hourly rates beginning January 1, 2015: \$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.

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, 2014.

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
John P. LaRue,
Executive Director

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective as of January 1, 2015 (“Effective Date”), by and between HAMPTON ROAD CONSULTING, LP, (“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, 2015, (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 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 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.

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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.**

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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.

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:

HAMPTON ROAD CONSULTING, LP

By: _____
Richard E. Stroot
Managing Partner

EXHIBIT A

SERVICES

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

- Attend June and December Commission meetings 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 KCS on development of PCCA-Robstown Texas 44 Corridor.
- Port Corpus Christi Channel management issues to include addition of NuStar and Trafigura docks to improve capacity, dock utilization improvement, impact of new Pilot rules, metrics to assist with plans for widening Ship Channel or adding barge shelves.
- CCRA meeting schedules with Class I railroads.
- PCCA meetings with Class I railroads
- Represent PCCA at various conferences to include 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.
- Oversight for PCCA on capital projects to include Gregory relief route and multi-carrier access to La Quinta.
- Develop audit process to ensure revenue capture including the review of all agreements for Bulk Terminal and analysis on rail opportunities.
- Financial support on capital project analysis, NPV, IRR, utilizing PCCA model.
- Other Projects as required.

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

PCCA POINT OF CONTACT: Frank C. Brogan

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 \$10,500.00. 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.

DATE: December 9, 2014

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

AGENDA ITEM NO. 16

**Approve a Resolution Authorizing Funding of the
Port of Corpus Christi Promotion and Development Fund for 2015
and Matters Related Thereto**

PCCA has maintained a Promotion and Development Fund since 2004. Section 60.201, Water Code, explains the purpose of a Promotion and Development Fund. It 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.

For 2015, staff recommends setting aside in PCCA's Promotion and Development Fund up to two (2) percent of PCCA's gross income from operations, and to that end recommends approval of the following resolution:

WHEREAS, the 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 2014 Annual Budget, and (b) the amounts payable under PCCA's agreements, such as its Port Development Services Agreements, in effect during all or part of 2015 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 2015, 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 2015 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.

LEAD CONTACT: Jimmy Welder; 561-8002; jwelder@welderleshin.com

DATE: December 9, 2014

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

AGENDA ITEM NO. 17

Approve Annual Development Services Agreements

The Texas Water Code allows the Port of Corpus Christi Authority to spend money in its 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 waterways 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. We have prepared a Development Services Agreement with each of the listed organizations for 2015, and staff recommends that the Port Commission approve these agreements. The amount to be paid to each organization under its Development Services Agreement in 2015 is as follows:

Corpus Christi Regional Economic Development Corporation:	\$320,000
San Patricio Economic Development Corporation:	\$70,000
Robstown Area Development Commission:	\$35,000
Corpus Christi Chamber of Commerce:	\$45,000
Corpus Christi Hispanic Chamber of Commerce:	\$45,000
Coastal Bend Bays & Estuaries Program:	<u>\$75,000</u>
Total Payments:	\$590,000

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

**PORT DEVELOPMENT SERVICES AGREEMENT
2015**

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2015 (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.

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 8 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, 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. [Intentionally Deleted]

7. 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. Except

as provided in item number 1 of Exhibit B, 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 anytime 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Compliance with Applicable Laws. The Provider agrees to comply with all applicable federal, state and local laws and regulations while performing the Development Services.

22. 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.

23. 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: _____
Judy Hawley
Chair

Date: _____

PROVIDER:

CORPUS CHRISTI REGIONAL ECONOMIC
DEVELOPMENT CORPORATION

By: _____
John P. LaRue
Acting Executive Director

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 tradeshow;
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 as follows:

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
2015**

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2015 (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. 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 the 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 the 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 as follows:

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
2015**

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2015 (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, 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 the 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 the 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 as follows:

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
2015**

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2015 (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 (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 (\$45,000.00) (the “Contract Amount”) as follows: the Contract Amount shall be payable to Provider within ten (10) days after the execution of this Agreement by both parties. 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
2015**

This Port Development Services Agreement (“Agreement”) is made and entered into effective as of January 1, 2015 (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 (\$45,000.00) (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. 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.

PORT DEVELOPMENT SERVICES AGREEMENT

This agreement is between 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 1305 Shoreline Blvd, Suite 210, Corpus Christi, Texas 78401, as follows:

1. PURPOSE: The Service Provider will provide to Authority the services described on Exhibit A attached hereto and incorporated herein by reference which are for the purpose of providing Authority services that are incidental to the development, promotion or advertising of Authority and its port, waterways, harbors and terminals or that are for the betterment of Authority's relations with steamship and rail lines, shippers, consignees of freight, governmental officials or others interested in Authority's port, waterways, harbors or terminals and which the Port Commission of Authority, by authorizing this agreement, has found to be for the benefit of the Authority or the public welfare of the citizens of Nueces County, Texas.

2. TERM AND CONSIDERATION: The term of this agreement is from the 1st day of January 2015, to the 31st day of December 2015. In consideration of Service Provider providing the services described below, Authority will pay to Service Provider the sum of Seventy-Five Thousand Dollars (\$75,000.00), which sum will be paid as follows: \$18,750.00 per quarter to be paid during January, April, July, and October of 2015, 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. The Service Provider shall also have the use of available office space on the second floor in Authority's Annex Building at no cost.

3. COSTS AND EXPENSES: Service Provider will be responsible for all costs and expenses associated with providing its 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 other than the fixed sum and office space described in Section 1 of this agreement. Service Provider has no authority to bind the Authority to any contract, obligation or any other liability absent the Authority's written consent.

4. OBLIGATION LIMITED: This agreement shall be limited solely to the services described in Exhibit A. No obligation of Authority, expressed or implied, shall exist for funding any additional or different services by Service Provider not described in Exhibit A.

5. BOARD OF DIRECTORS: The Port 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.

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
1305 Shoreline Blvd., Suite 210
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. SUCCESSORS: This agreement shall be binding upon and shall insure to the benefit of the Authority and its successors and assigns and the Service Provider and its successors and assigns.

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 as original and all of which shall constitute but one and the same instrument.

EXECUTED in duplicate originals effective the 1st day of January 2015.

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 Port 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 testimonies for community grants, infrastructure funds such as the I-69 Highway, La Quinta Trade Gateway and the Corpus Christi Ship Channel Improvement projects/issues;
8. any and all other lawful activities, which tend to aid, assist, or otherwise encourage the economic development of the Authority.

End of Exhibit



DATE: December 9, 2014

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

AGENDA ITEM NO. 18

Take Action on Proposals Received for Insurance Consultant Services and, if Proposals are Rejected, Authorize PCCA Staff to Request Qualifications, Evaluate Qualifications, Negotiate and Make Recommendation for Insurance Consultant

On July 18 and 25, 2014, the PCCA published notice of a Request for Proposal (RFP) for Insurance Consulting Services to assist the PCCA in the procurement, handling and placement of adequate insurance coverages. After extensive analysis and interviews, the selection committee concluded that Hugh Wood Inc. had submitted the best proposal and recommended that the Commission select Hugh Wood Inc. at the Commission meeting held on November 9, 2014. The Commission, however, voted to table this matter. Since then, staff has done additional due diligence and concluded that it would be in the best interests of the PCCA for the Commission to reject all the prior proposals and authorize staff to issue a request for qualifications (RFQ) from companies interested in serving as the PCCA's Insurance Consultant. In short, staff now believes the absolute prohibition against taking commissions in the original RFP may have been unworkable which may have resulted in the submission of fewer proposals than the number of statements of qualification staff expects the PCCA to receive utilizing the RFQ procurement process.

It is staff's intent to publish the RFQ locally and nationally. The successful applicant must have direct market access and extensive knowledge and experience with Port Authority operations and their insurance needs, as well as the expertise to properly balance risk and cost in placing marine policies. The applicant must be licensed in Texas as well. Responses to the RFQ must be delivered to the PCCA no later than December 22, 2014. Upon receipt, an evaluation committee made up of John LaRue, Frank Brogan, Tony Alejandro, Teresa Betzold and Dennis Devries will review the RFQs. Sigma Risk Management will be assisting the PCCA in this process.

The selection committee will select the most highly qualified applicant on the basis of demonstrated competence and qualifications to perform the services needed. The committee may elect to interview one or more of the applicants before making its final decision on the most highly qualified applicant. Then the committee or its representatives will attempt to negotiate a consulting contract with the most highly qualified applicant at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified applicant, the committee will formally end negotiations with that company, select the next most highly qualified applicant, and attempt to negotiate a consulting contract with that company at a fair and reasonable price. The committee will continue this process until a mutually agreeable consulting contract is negotiated. Staff intends to bring a satisfactory consulting contract to you for your consideration and approval at the Commission meeting on January 13, 2015.

Staff recommends your rejection of the Insurance Consultant proposals received on or before August 22, 2014, approval of the the issuance of a Request for Qualifications (RFQ) as previously outlined in this memo, and authorization for staff to negotiate a final contract.

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

DATE: December 9, 2014

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

AGENDA ITEM NO. 19-A

**Approve Easement and Right-of-Way Agreements with
AEP Texas Central Company for Distribution Lines to
Bulk Terminal to Support Air Monitor Installation**

On November 11, 2014, the Port Commission approved the Port's participation in a Reimbursement Agreement for the construction, installation, maintenance, and operation of air monitors at the Bulk Terminal. The air monitoring program is one element of the Port's Environmental Enhancement Strategy being implemented at the Bulk Terminal. Under the Reimbursement Agreement, the PCCA is responsible for ensuring power to the air monitoring stations, and as such staff has coordinated with AEP Texas Central Company to provide this service. Three of the six locations require additional configurations to the existing overhead electrical distribution system, and one location needs a transformer installed. In order to properly document authorization for installation and operation of these additional overhead configurations and the transformer, AEP has requested that the PCCA grant three separate easements for the installation of the overhead power infrastructure for these three locations.

Attached are the three Easement and Right-of-Way agreements that have been prepared by representatives of AEP for approval and execution by the PCCA. Staff recommends approval of the attached three Easement and Right-of-Way Agreements with AEP Texas Central Company.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

(CORP) CP 460-OH/UG REV. 05/12

Town: Corpus Christi Description: Install Air Terminal #5
County: Nueces W.R. #56007157 Submitted by: rcm

Date: 12/04/2014

TEMPORARY EASEMENT AND RIGHT OF WAY

PORT OF CORPUS CHRISTI AUTHORITY ("Grantor"), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS CENTRAL COMPANY**, a Texas corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has **GRANTED, SOLD, and CONVEYED**, and by these presents does **GRANT, SELL, and CONVEY** unto Grantee, its successors and assigns, a non-exclusive temporary easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Nueces County, Texas, to wit:

More specifically, the strip of land covered by this Easement and Right of Way shall be 10 feet in width, 5' on each side of a centerline as described by GPS waypoints and depicted in the Exhibit "A", attached and made a part hereof and incorporated herein for all applicable purposes (the "Easement Area"). Notwithstanding the foregoing, the actual "as built" location of the electric line shall locate, define, and establish the centerline of the Easement Area.

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; which lines shall maintain a minimum clearance of 36 feet at the lowest point of the conductor; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, and trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other aboveground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

This easement is granted for a period not to exceed sixty (60) months from the date of execution; however, should the Grantee determine the Easement Area is no longer needed by Grantee for the purposes stated herein, Grantee shall remove Grantee's facilities located within the Easement Area and this easement shall automatically terminate and the Easement Area shall revert to the Grantor upon completion of the removal of facilities.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns for so long as this agreement remains in force and effect. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this ____ day of December, 2014

GRANTOR:

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
John P. LaRue, Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day, December, 2014, by John P. LaRue, Executive Director of the Port of Corpus Christi Authority.

Notary Public, State of Texas

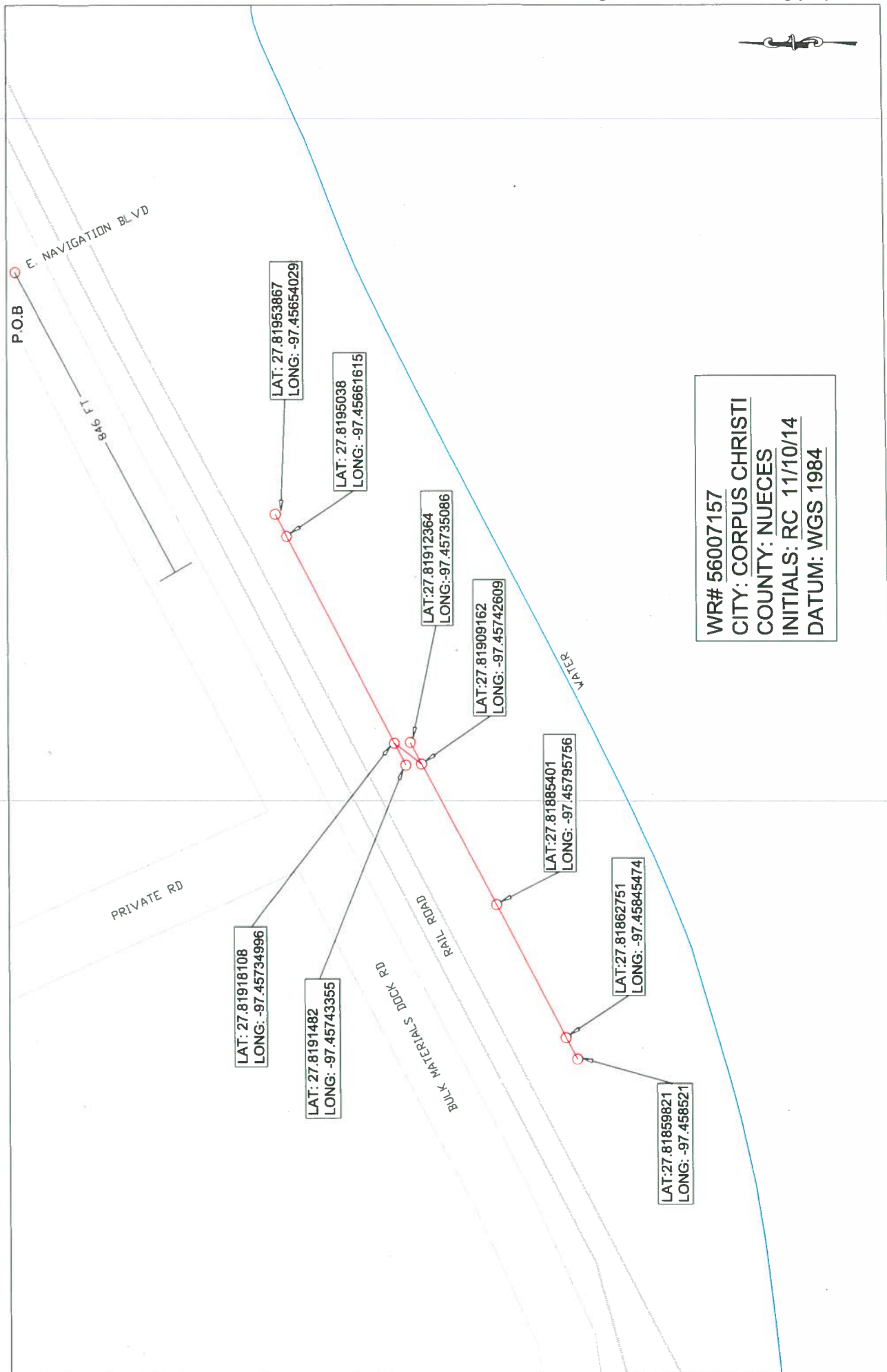
(Printed Name)

Commission Expires: _____

AFTER RECORDING, PLEASE RETURN TO:

AEP
% Distribution Right-Of-Way Agent
P.O. Box 2121
Corpus Christi, Texas 78403

EXHIBIT "A"



(CORP) CP 460-OH/UG REV. 05/12

Town: Corpus Christi Description: Install Air Terminal #7 off of E. Navigation

County: Nueces

W.R. # 55787133

Submitted by: rcm

Date: 12/03/2014

TEMPORARY EASEMENT AND RIGHT OF WAY

PORT OF CORPUS CHRISTI AUTHORITY ("Grantor"), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS CENTRAL COMPANY**, a Texas corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has **GRANTED, SOLD, and CONVEYED**, and by these presents does **GRANT, SELL, and CONVEY** unto Grantee, its successors and assigns, a non-exclusive temporary easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Nueces County, Texas, to wit:

More specifically, the strip of land covered by this Easement and Right of Way shall be 10 feet in width, 5' on each side of a centerline as described by GPS waypoints and depicted in the Exhibit "A", attached and made a part hereof and incorporated herein for all applicable purposes (the "Easement Area"). Notwithstanding the foregoing, the actual "as built" location of the electric line shall locate, define, and establish the centerline of the Easement Area.

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; which lines shall maintain a minimum clearance of 36 feet at the lowest point of the conductor; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, and trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other aboveground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

This easement is granted for a period not to exceed sixty (60) months from the date of execution; however, should the Grantee determine the Easement Area is no longer needed by Grantee for the purposes stated herein, Grantee shall remove Grantee's facilities located within the Easement Area and this easement shall automatically terminate and the Easement Area shall revert to the Grantor upon completion of the removal of facilities.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns for so long as this agreement remains in force and effect. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this ____ day of December, 2014

GRANTOR:

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
John P. LaRue, Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day, December, 2014, by John P. LaRue, Executive Director of the Port of Corpus Christi Authority.

Notary Public, State of Texas

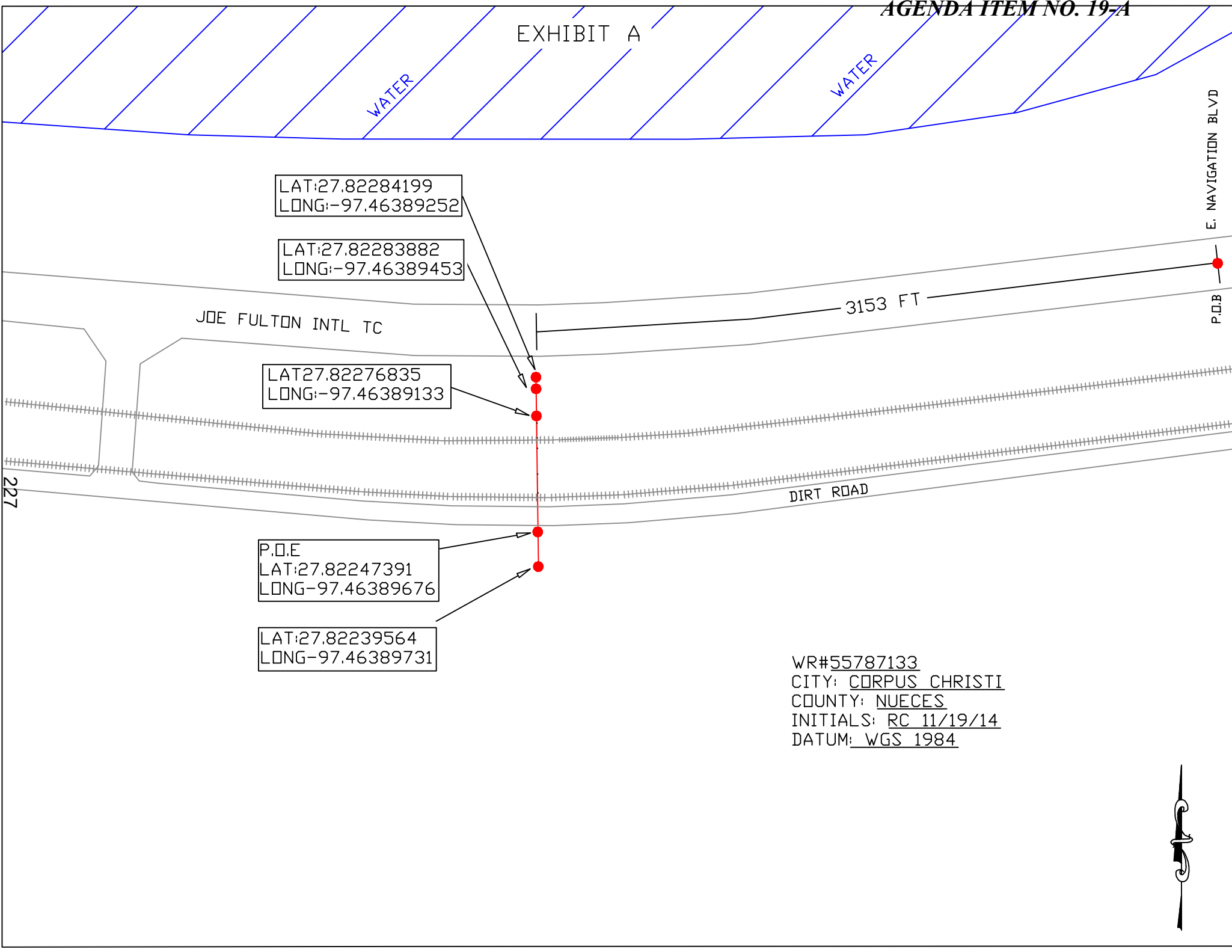
(Printed Name)

Commission Expires: _____

AFTER RECORDING, PLEASE RETURN TO:

AEP
% Distribution Right-Of-Way Agent
P.O. Box 2121
Corpus Christi, Texas 78403

EXHIBIT A



LAT:27.82284199
LONG:-97.46389252

LAT:27.82283882
LONG:-97.46389453

LAT:27.82276835
LONG:-97.46389133

P.O.E
LAT:27.82247391
LONG:-97.46389676

LAT:27.82239564
LONG:-97.46389731

WR#55787133
CITY: CORPUS CHRISTI
COUNTY: NUECES
INITIALS: RC 11/19/14
DATUM: WGS 1984



(CORP) CP 460-OH/UG REV. 05/12

Town: Corpus Christi Description: Install OH to serve Air Terminal #8

County: Nueces

W.R. # 55894577

Submitted by: rcm

Date: 12/04/2014

TEMPORARY EASEMENT AND RIGHT OF WAY

PORT OF CORPUS CHRISTI AUTHORITY ("Grantor"), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS CENTRAL COMPANY**, a Texas corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has **GRANTED, SOLD, and CONVEYED**, and by these presents does **GRANT, SELL, and CONVEY** unto Grantee, its successors and assigns, a non-exclusive temporary easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Nueces County, Texas, to wit:

More specifically, the strip of land covered by this Easement and Right of Way shall be 10 feet in width, 5' on each side of a centerline as described by GPS waypoints and depicted in the Exhibit "A", attached and made a part hereof and incorporated herein for all applicable purposes (the "Easement Area"). Notwithstanding the foregoing, the actual "as built" location of the electric line shall locate, define, and establish the centerline of the Easement Area.

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; which lines shall maintain a minimum clearance of 36 feet at the lowest point of the conductor; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, and trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other aboveground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

This easement is granted for a period not to exceed sixty (60) months from the date of execution; however, should the Grantee determine the Easement Area is no longer needed by Grantee for the purposes stated herein, Grantee shall remove Grantee's facilities located within the Easement Area and this easement shall automatically terminate and the Easement Area shall revert to the Grantor upon completion of the removal of facilities.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns for so long as this agreement remains in force and effect. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this ____ day of December, 2014

GRANTOR:

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
John P. LaRue, Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day, December, 2014, by John P. LaRue, Executive Director of the Port of Corpus Christi Authority.

Notary Public, State of Texas

(Printed Name)

Commission Expires: _____

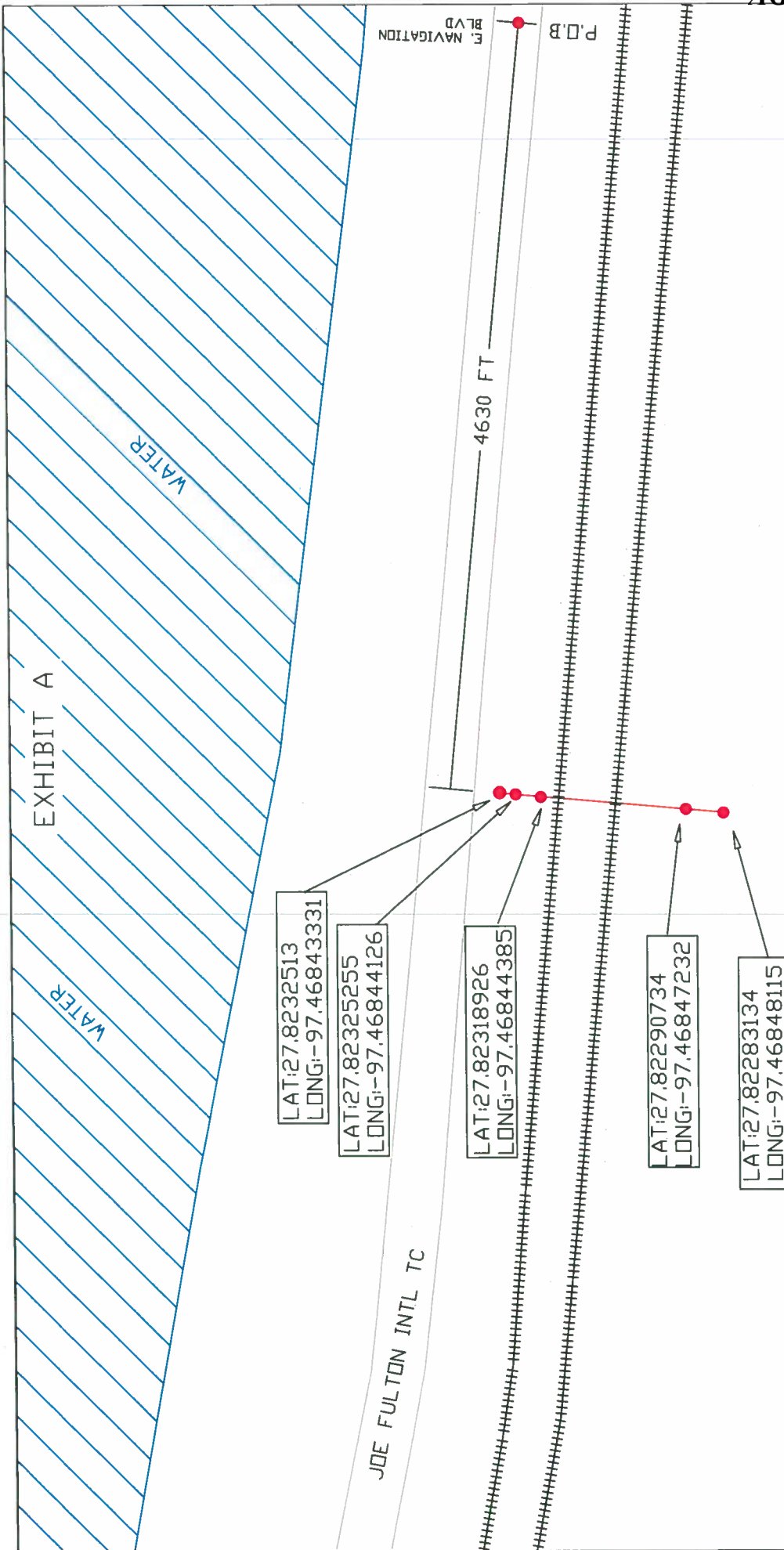
AFTER RECORDING, PLEASE RETURN TO:

AEP
% Distribution Right-Of-Way Agent
P.O. Box 2121
Corpus Christi, Texas 78403

Exhibit "A"



WR#55894577
 CITY: CORPUS CHRISTI
 COUNTY: NUECES
 INITIALS: RC 11/19/14
 DATUM: WGS 1984



DATE: December 9, 2014

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

AGENDA ITEM NO. 19-B

**Approve an Easement and Right-of-Way Agreement with
AEP Texas Central Company for an
Underground Distribution Line to Serve Cargo Dock 9**

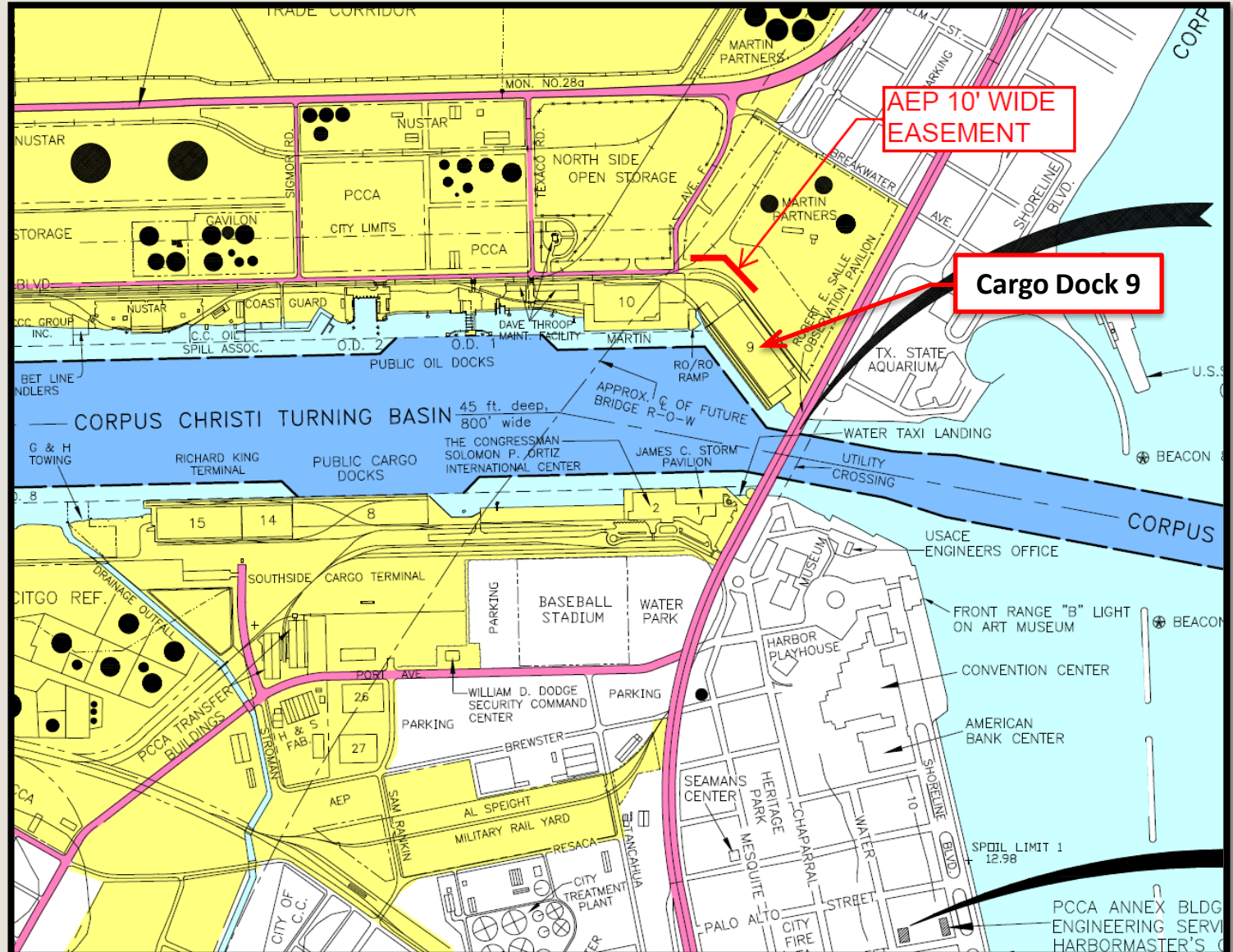
Recent construction of an expansion to the Northside Storage Yard requires the removal of existing overhead power lines located within the expanded yard and the installation of a new underground electrical line to serve Cargo Dock 9, as shown on the attached exhibit. Funds to perform the construction for these improvements were approved at the November 11, 2014 Port Commission meeting. AEP Texas Central Company will install and operate the electrical lines and will require a new easement prior to the line installation.

Accordingly, the attached Easement and Right-of-Way agreement has been prepared by representatives of AEP for approval and execution by the PCCA. Because this easement agreement is being granted for the purpose of providing electric service to Cargo Dock 9 as requested by the PCCA, there is no additional fee associated with the agreement.

Staff recommends approval of this Easement and Right-of-Way Agreement with AEP Texas Central Company.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

AEP EASEMENT AT CARGO DOCK 9



(CORP) CP 460-OH/UG REV. 05/12

Town: Corpus Christi Description: Remove OH and Install UG for Cargo Dock 9

County: Nueces

W.R. #55876826

Submitted by: rcm

Date: 12/01/2014

EASEMENT AND RIGHT OF WAY

PORT OF CORPUS CHRISTI AUTHORITY ("Grantor"), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS CENTRAL COMPANY**, a Texas corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a non-exclusive easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Nueces County, Texas, to wit:

SEE EXHIBIT "A", ATTACHED AND MADE A PART HEREOF AND INCORPORATED HEREIN (the "Easement Area");

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; which lines shall maintain a minimum clearance of 36 feet at the lowest point of the conductor; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, and trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other aboveground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

Upon Grantee's cessation of use of the Easement Area, or abandonment of same for a period of twelve (12) consecutive months, this Easement and Right of Way shall automatically cease and terminate, and the rights herein granted shall revert automatically to Grantor. Upon written request received from Grantor, within sixty (60) days of termination of this Easement, Grantee will file a document releasing the Easement and Right of Way in the Real Property Records of Nueces County, Texas.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns for so long as this agreement remains in force and effect. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this ____ day of December, 2014

GRANTOR:**PORT OF CORPUS CHRISTI AUTHORITY**

By: _____
John P. LaRue, Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF NUECES §

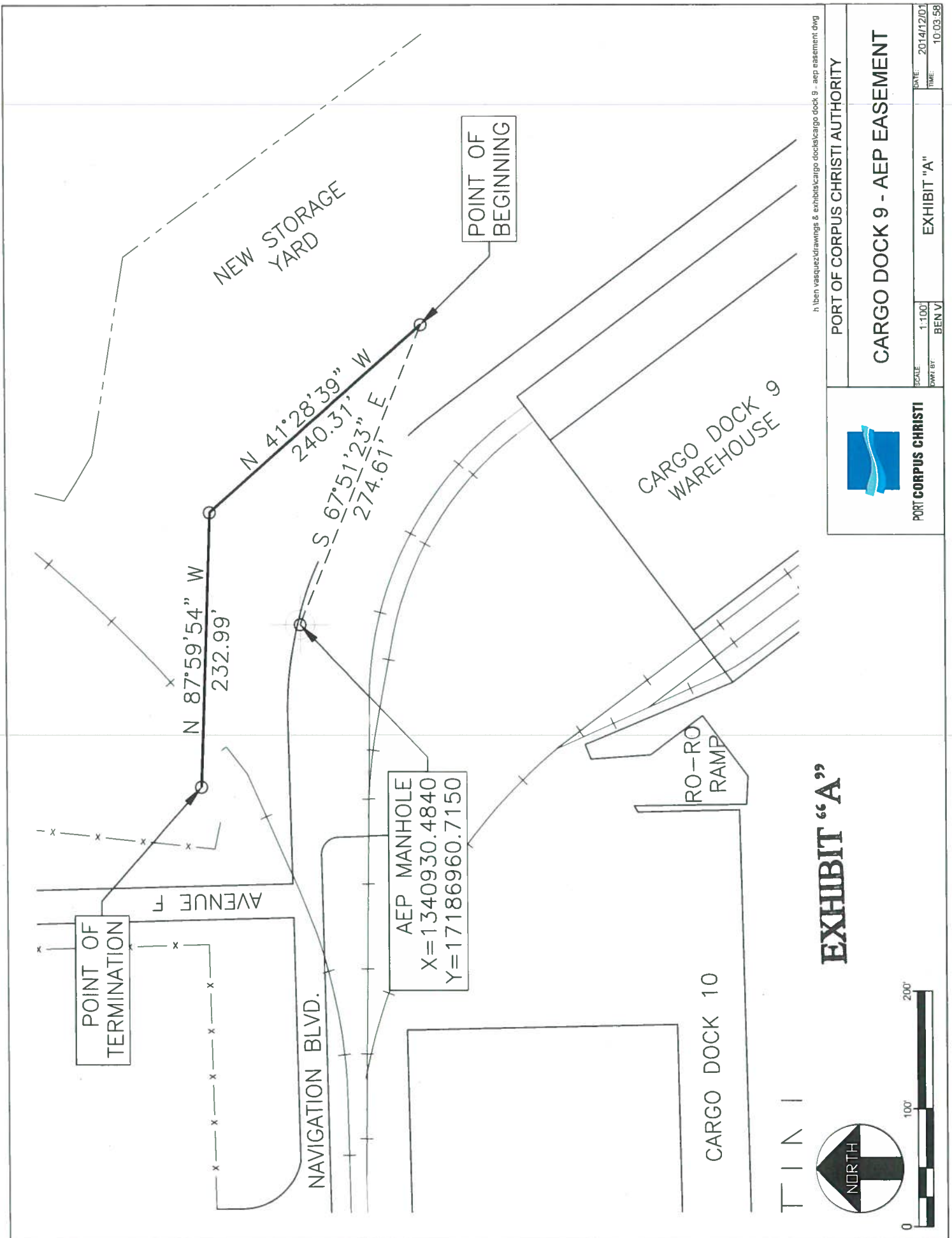
This instrument was acknowledged before me on this ____ day, December, 2014, by John P. LaRue, Executive Director of the Port of Corpus Christi Authority.

Notary Public, State of Texas

Commission Expires: _____

AFTER RECORDING, PLEASE RETURN TO:

AEP
% Right-Of-Way Agent
P.O. Box 2121
Corpus Christi, Texas 78403



h:\ben vasquez\drawings & exhibits\cargo dock\cargo dock 9 - aep easement.dwg

PORT OF CORPUS CHRISTI AUTHORITY

CARGO DOCK 9 - AEP EASEMENT

SCALE: 1"=100'
DRAWN BY: BEN V

EXHIBIT "A"

DATE: 2014/12/01
TIME: 10:03:58



PORT CORPUS CHRISTI

EXHIBIT "A"



DATE: December 9, 2014

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

AGENDA ITEM NO. 19-C

**Approve Pipeline Easement with Magellan Terminals Holdings, LP, to
Three (3) Pipelines Crossing the Corpus Christi Ship Channel in
Two Locations and Traversing the North Side of the Inner Harbor**

Magellan Pipelines Holdings, L.P., has announced plans to spend \$250 million to construct an additional bulk liquid storage capacity and 50,000 barrel per day condensate splitter at the Magellan Corpus Christi Terminal located near the Avery Point public oil docks on the south side of the Corpus Christi Ship Channel. The project includes the construction of one 8-inch diameter pipeline and two 12-inch diameter pipelines to connect the Magellan Terminal to Buckeye/Trafigura's Texas Dock and Rail Terminal located on the south side of the Tule Lake Turning Basin, as shown on the attached exhibit.

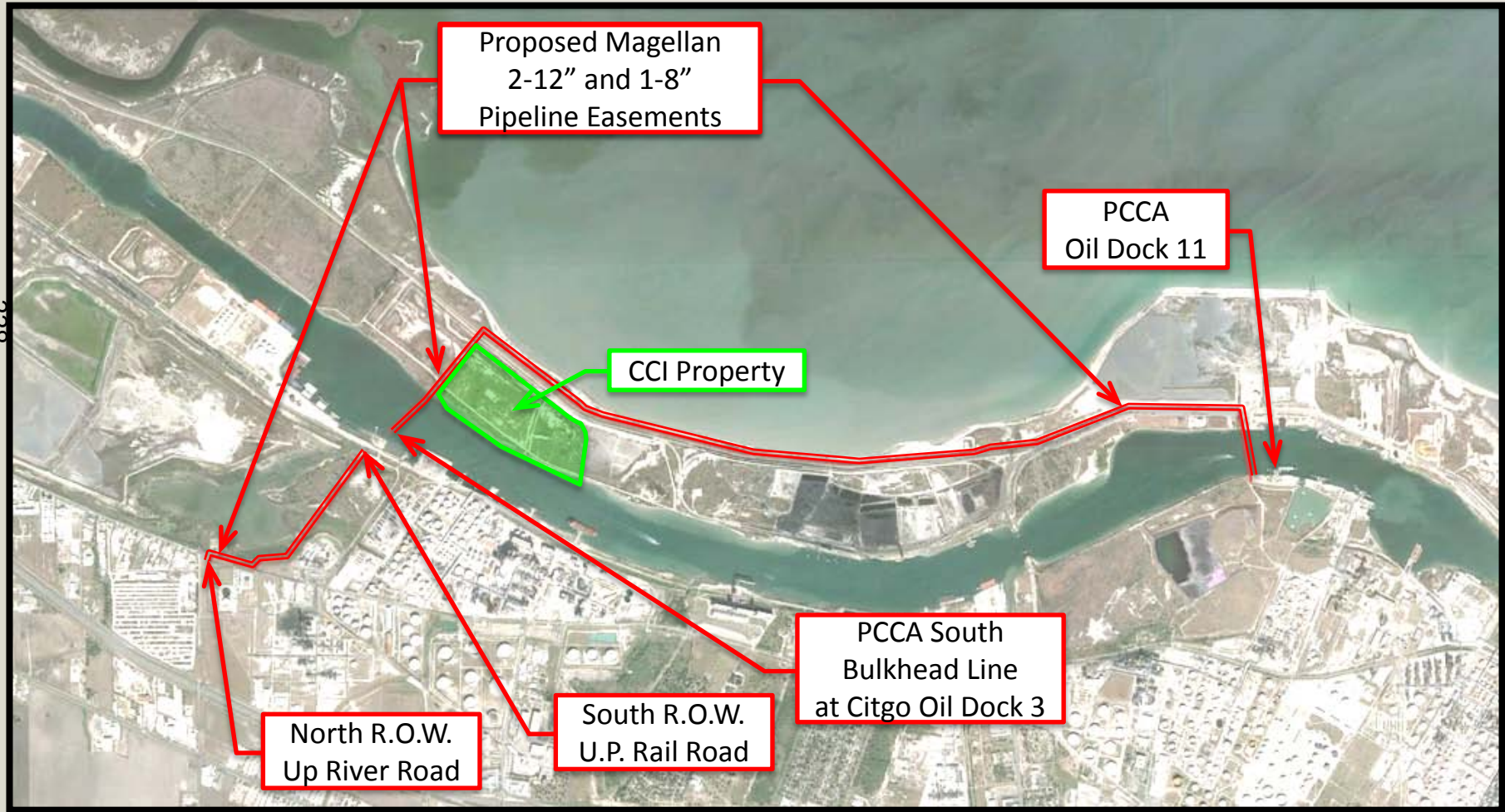
Over the course of the past several months, staff and representatives of Magellan have been working towards finalizing the approximately 4.52-mile-long route across PCCA property for the installation of the proposed pipelines and negotiating the terms and conditions of an easement granting Magellan the necessary rights to install the pipelines on PCCA lands located on the north side of the ship channel.

The attached easement agreement has been drafted for a term of 30 years, and Magellan will pay PCCA a fee in the amount of \$273,151.08 for the first 10-year period of the term, as summarized on the attached Easement Summary. The fee will be subject to adjustment at the beginning of each of successive 10-year period during the remaining term of the agreement, based upon the then current PCCA Pipeline and Utility Easement Fee schedule.

Staff recommends approval of the attached Pipeline Easement Agreement with Magellan Pipelines Holdings, L.P.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

Proposed Magellan Pipeline Easements



**PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT SUMMARY**

<u>Grantee:</u>	Magellan Pipelines Holdings, LLC
<u>Easement Location:</u>	1,445 ± rods (4.52 miles) of Pipeline Easement crossing the Industrial Canal near the Avery Point Public Oil Docks and running westerly along the north side of the Joe Fulton International Trade Corridor to a point near the South Shore Dredge Material Placement Area Cell C, then turning south, crossing the Tule Lake Channel and the Tule Lake Dredge Material Placement Area No. 6 and ending at a point on the south side of Up River Road near the Buckeye Texas Hub, formerly Trafigura Terminals, LLC. See Exhibit attached.
<u>Use:</u>	For the transmission of crude oil, liquid condensate and refined petroleum products.
<u>Term:</u>	Thirty (30) Years
<u>Start Date:</u>	December 9, 2014
<u>Fee:</u>	\$275,004.92 (1 st ten year period)
<u>Adjustment of Fee:</u>	December 9, 2024 (2 nd ten year period) December 9, 2034 (final ten year period)
<u>Remarks:</u>	Easement granting the right to install Three (3) pipeline(s) (the "Pipeline") for the transmission of crude oil, liquid condensate and refined petroleum products, over and across the Pipeline Easement, including Two (2) non-exclusive above ground facility sites each measuring forty feet (40') in width and sixty feet (60') in length over and along the Pipeline Easement for the placement by Grantee of valves, fittings, meters and other equipment and appurtenances as may be necessary for such purposes; provided, however, any valves, fittings, meters and other equipment and appurtenances that will be above ground must be approved in writing by the Authority in advance of installation.

PIPELINE EASEMENT

THE STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF NUECES §

§

Port of Corpus Christi Authority of Nueces County, Texas, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") for good and valuable consideration as described below, and including the covenants and conditions herein made and provided to be kept and performed by Grantee, has **GRANTED AND CONVEYED** and by these presents does **GRANT AND CONVEY** to Magellan Pipelines Holdings, L.P., a Delaware limited partnership registered to do business in Texas, whose principal address is One Williams Center, MD: 30, Tulsa, OK 74172, (hereinafter called "Grantee"), a non-exclusive right-of-way and easement (the "Pipeline Easement") on and through the Authority's land located in Nueces County, Texas, for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing Three (3) pipeline(s) (the "Pipeline") for the uses herein set out upon, over and across the Pipeline Easement hereby granted, including Two (2) non-exclusive above ground facility sites each measuring forty feet (40') in width and sixty feet (60') in length over and along the Pipeline Easement for the placement by Grantee of valves, fittings, meters and other equipment and appurtenances as may be necessary for such purposes; provided, however, any valves, fittings, meters and other equipment and appurtenances that will be above ground must be approved in writing by the Authority in advance of installation of same. Either the Authority or Grantee may individually be referred herein to as "Party" or jointly as "Parties". Pipeline as used in this Agreement means one or more pipelines which are described herein by number and size which will be placed in the Pipeline Easement. The Pipeline Easement is depicted on Exhibits B NU-5, Exhibit B NU-5A and Exhibit B NU-8 (collectively Exhibit B) attached hereto, which is incorporated herein by reference for all purposes. During the period of initial construction of the said Pipeline and during any subsequent maintenance of the said Pipeline, Grantee shall be permitted to use as much temporary workspace as may be reasonably required on or alongside either side of the Pipeline Easement as described depicted on Exhibit B; following the period of initial construction of the Pipeline, and except during and subsequent maintenance of the Pipeline, the width of the Pipeline Easement, except for the non exclusive above ground facility sites, shall be limited to the width of the Pipeline installed as depicted on Exhibit B. The period of initial construction of the Pipeline will terminate sixty (60) days after Grantee actually completes construction, or eighteen (18) months from the date hereof (unless the period of initial construction is extended beyond such time in writing by Authority; the granting of such extension not to be unreasonably withheld or delayed), whichever occurs first. In the event construction is not commenced within one year from the date hereof, this Agreement and the Pipeline Easement will terminate, unless the period for commencement of construction is extended beyond one year in writing by Authority; the granting of such extension not to be unreasonable withheld or delayed. The Pipeline shall be used only for the transmission of crude oil, liquid condensate and refined petroleum products.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for thirty (30) years beginning at 12:01 a.m. on the 9th day of December, 2014 (the “Effective Date”), and ending at midnight Central Time on the 8th day of December, 2044, subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a

part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land, and which covenants and conditions by its acceptance hereof Grantee covenants and agrees to keep and perform.

This Pipeline Easement is granted subject to the following:

A. Number and Size of Pipelines. The Pipeline shall not exceed the following number of pipelines and a nominal outside diameter as follows: Number of pipelines Three (3); Two (2) having a Nominal outside diameter of 12.75 inches and One (1) having a nominal outside diameter of 8.625 inches.

B. Fee. For purposes of this Agreement, (i) "Easement Year" means the twelve month period beginning on the Effective Date and each twelve-month period thereafter during the Term of this Agreement; (ii) "Easement Fee Schedule A" means the Authority's Easement Fee Schedule A for companies that are customers of the Authority or that use public or private docks covered by an Authority franchise; and (iii) the "Ten-Year Easement Rate" means, as of any given day, the ten-year rate per rod published in Easement Fee Schedule A on that date for pipeline, casing pipe, wireline or conduit over eight inches (8") but not over sixteen inches (16") in outside diameter. If Easement Fee Schedule A is changed such that the published rates are for periods other than ten years or are based on measures other than rods, the published rates will be converted in order to obtain substantially the same result as would be obtained if Easement Fee Schedule A had not been changed.

For the first ten (10) Easement Years of the Term of this Agreement, Grantee will pay to the Authority a fee in the amount of Two Hundred Seventy Five Thousand Four and 92/100Dollars (\$275,004.92), which is due and payable within Ten (10) days after the approval of this Pipeline Easement by Authority's Port Commission. This amount is equal to the product of 4,320.58 rods (the aggregate overall length of all pipelines to be installed within the Pipeline Easement crossing Authority owned lands) multiplied by \$63.65 per rod (the Ten Year Easement Rate on the Effective date). For the next ten (10) Easement Years of the Term of this Agreement, the fee will be equal to the product of the aggregate overall length of the all pipelines installed within the Pipeline Easement in rods on December 9, 2024, multiplied by the Ten-Year Easement Rate on December 9, 2024, this amount shall be due and payable on or before December 19, 2024, whether or not the Authority sends Grantee an invoice for this payment. For the final ten (10) Easement Years of the Term of this Agreement, Grantee will pay to the Authority a fee equal to the product of the aggregate overall length of all pipelines installed within the Pipeline Easement in rods on December 9, 2034, multiplied by the Ten-Year Easement Rate on December 9, 2034, and this amount shall be due and payable on or before December 19, 2034, whether or not the Authority sends Grantee an invoice for this payment.

C. Access. Except for the rights of ingress and egress referred to in this Agreement, Grantee shall be confined to the above-described Pipeline Easement and Grantee shall not have the right to cross Authority's adjacent land, store materials or equipment on Authority's adjacent land, or conduct any of Grantee's operations on Authority's adjacent land, unless the prior consent of the Authority is obtained in writing, which consent will not be unreasonably withheld, conditioned or delayed. Except in the case of an emergency, Grantee agrees to notify the Authority not less than forty-eight (48) hours prior to Grantee's employees, agents or contractors entering upon the Pipeline Easement for construction, maintenance, repairs or other operations. In the case of an emergency, necessitating entry upon the easement by Grantee,

its employees, agents or contractors without first giving at least forty-eight (48) hours prior notice to Authority, Grantee agrees to notify the Authority of the nature and extent of any such emergency within twenty-four (24) hours after any such entry.

Notwithstanding the forgoing, Grantee shall have the right of ingress and egress to cross Authority's lands using existing and future built roads and gates on Authority's property, as well as roads and gates on Authority's property that Grantee is hereby authorized (subject to the approval of Authority) to construct for the purpose of such ingress and egress, to the extent reasonably necessary, to get from existing public roads to the above ground facilities sites authorized under this Agreement for the purpose of routine maintenance and inspection activities.

D. Construction, Maintenance and Use. During the installation of the Pipeline the Authority shall be entitled to engage the services of an inspector which shall be selected by the Authority, subject to the approval by Grantee in writing of such inspector and of the wage rates to be charged by such inspector (which such approval shall not be unreasonably withheld, conditioned or delayed), to observe the operations of the Grantee and to ensure the Pipeline is installed in a workmanlike manner and at the proper location and depth. The Authority shall be responsible for the payment of all reasonable wages and expenses charged by the inspector, however, Grantee shall reimburse the Authority for all such reasonable wages and expenses incurred by the Authority in connection with the inspector's wages and expenses regarding the construction of the Pipeline. Upon completion of the construction of the Pipeline, Authority will invoice Grantee for all the inspector's wages and expenses and shall include with such invoice evidence of all amounts charged by and paid to the inspector for services rendered in connection with the operations of Grantee. Grantee agrees to pay all undisputed amounts contained in Authority's invoice within thirty (30) days after Grantee receives the said invoice.

Grantee shall construct and maintain the Pipeline in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same, including but not limited to the provisions of Authority's Project Manual applicable to the construction and maintenance of the Pipeline. Warning signs for the existence of the Pipeline that conform to Federal and State laws applicable to such warning signs will be posted at the required locations along the Pipeline Easement.

No boring pit or receiving pit may be placed in the Pipeline Easement without the prior approval of the Authority's Director of Engineering, such approval not to be unreasonably withheld or delayed.

STANDARD UPLAND OPEN TRENCH: For those portions of the Pipeline that will be installed on Authority's upland tracts of land using a conventional, open trench method of installation. Grantee shall bury the Pipeline to a depth of not less than forty eight inches (48") from the top of the uppermost pipe to the surface of the ground. The pipelines installed in the trench shall be spaced not more than one (1) foot apart, measured from the innermost edge of pipe to the innermost edge of pipe, as shown on the Standard Upland Open Trench Cross Section drawing STD-1010D attached hereto and made a part hereof.

UPLAND DIRECTIONAL DRILL: For that portion of the Pipeline that will be installed on Authority's upland tracts of land using a directionally drilled installation, Grantee shall install the Pipeline in

accordance with the specifications contained in the drawings entitled UPLAND DIRECTIONAL DRILL CROSS SECTION, Drawing Number HDD TYP - 0002 Drawing attached hereto and made a part hereof.

For those portions of the Pipeline crossing the Corpus Christi Ship Channel, the Pipeline shall be installed within the Pipeline Easement by way of directional drill as follows:

EAST CROSSING: For the eastern portion of the Pipeline crossing the Corpus Christi Ship Channel, Grantee shall install the Pipeline in accordance with the specifications contained in the drawings entitled EAST CORPUS CHRISTI SHIP CHANNEL DIRECTIONAL DRILL CROSS SECTION DRAWING, Drawing Number HDD TYP - 0001 attached hereto and made a part hereof, subject, however, to a normal tolerance of two and one-half feet (2.5') left of center and two and one-half feet (2.5') right of center. Notwithstanding the foregoing, the Parties acknowledge that deviations from specifications provided herein may from time to time be required. Prior to making any material deviation the Grantee will coordinate with the Authority, through the inspector retained by Authority pursuant to this Section D and through the Authority's Director of Engineering Services, to determine that the deviations are acceptable to the Authority and that such deviations are approved in writing by the Authority's Director of Engineering.

WEST CROSSING: For the western portion of the pipeline crossing the Corpus Christi Ship Channel, Grantee shall install the Pipeline in accordance with the specifications contained in the drawings entitled WEST CORPUS CHRISTI SHIP CHANNEL DIRECTIONAL DRILL CROSS SECTION DRAWING, Drawing Number HDD TYP - 0003 attached hereto and made a part hereof, subject however to a normal tolerance of two and one-half feet (2.5') left of center and two and one-half feet (2.5') right of center. Notwithstanding the foregoing, the Parties acknowledge that deviations from specifications provided herein may from time to time be required. Prior to making any material deviation the Grantee will coordinate with the Authority, through the inspector retained by Authority pursuant to this Section D and through the Authority's Director of Engineering Services, to determine that the deviations are acceptable to the Authority and that such deviations are approved in writing by the Authority's Director of Engineering.

At locations where the pipeline crosses any roadway, railroad or channel of the Authority, Grantee shall install the Pipeline by directional drill to a depth approved in advance by the Authority pursuant to the provisions of this Section D.

All backfill placed in the Pipeline Easement must be compacted so as to prevent settlement or erosion. Grantee shall bury the Pipeline, where applicable according to Grantee's approved plans, to a safe depth as is or may be reasonably required as a result of the presence on, or construction on, or adjacent to, the areas within the Pipeline Easement of any road, railroad, pipeline, or pole line. In refilling any hole or ditch, Grantee must compact the subsoil to ninety-five percent (95%) of original compaction. After any construction, repair or removal, Grantee shall compact, loosen, or otherwise condition the topsoil to the degree of compaction of non-disturbed topsoil so that there will be no settling or compaction of soil and so that the land disturbed will be the same level as the surrounding lands which will maintain drainage previous to such work and prevent erosion. Grantee shall restore all roads and parking areas disturbed by Grantee's construction activities as close as reasonably practicable to the condition that existed prior to construction and Grantee shall promptly repair or fill any subsequent settlement of the surface of the repaired areas.

Grantee shall comply with all applicable regulations governing the notification of appropriate State and Federal agencies upon discovery of hazardous material contamination in, on, under, or adjacent to the Pipeline Easement during initial construction of the Pipeline.

Following completion of construction of the Pipeline, Grantee shall comply with all applicable regulations governing the notification of appropriate State and Federal agencies upon discovery, of hazardous material contamination in, on, under, or adjacent to the Pipeline Easement.

Grantee will notify the Authority no later than twenty-four (24) hours after discovery of any visible or apparent hazardous material contamination in, on, under, or adjacent to the Pipeline Easement.

If, during, or after, completion of construction of the Pipeline, the hazardous material contamination is coming from the Pipeline, then Grantee will immediately take all steps necessary to shut down the Pipeline from which the hazardous material contamination is coming, repair or replace the Pipeline, and restore the Pipeline Easement in accordance with applicable regulatory requirements. If the hazardous material contamination is not coming from a Pipeline, then Grantee shall consult with the Authority to determine the source of the hazardous material contamination and advise the appropriate State and Federal agencies of the occurrence.

Grantee's use of the Pipeline Easement herein granted and its operations in relation to it will at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local government.

Grantee as a condition precedent to Grantee's right to enter upon and otherwise access the Pipeline Easement for construction purposes, shall furnish Authority all "issued for construction drawings" provided to its construction contractors for the construction of the Pipeline, as well as, any subsequent revisions thereto applicable to the Pipeline Easement (the "Issued For Construction Drawings"). Grantee is not permitted to enter upon the pipeline easement for construction purposes until Grantee has provided Authority with a current set of Issued For Construction Drawings and Authority has furnished Grantee with written approval of such plans, which approval shall not be unreasonably withheld or delayed. Grantee and Authority acknowledge that, although Grantee shall use its commercially reasonable efforts to construct the Pipeline in accordance with the Issued For Construction Drawings, Grantee may deviate in a non-material manner from the Issued For Construction Drawings. Therefore, Grantee shall furnish Authority, upon completion of the installation of each Pipeline in the Pipeline Easement, an as-built drawing of the Pipeline in the Pipeline Easement, and will furnish Authority an as built drawing of any subsequent modification of the location of the Pipeline.

Grantee shall be responsible for coordination of any construction, maintenance and use in the Pipeline Easement with any other existing users and easement holders in or near the Pipeline Easement. Grantee shall promptly restore any portion of the right-of-way damaged by Grantee as close as reasonably practical to its condition prior to such damage. All restoration work on the surface of the right-of-way shall be appropriately tested by Grantee. Authority shall be promptly notified in writing of the method used and results of all tests of any such restoration work.

E. Reservations and Exceptions. The easement herein granted shall be subject to any and all easements heretofore granted by Authority to other parties which is either of record in Nueces County or physically evident on the property. The Authority reserves the right to grant easements upon, over, under and across its property within the Pipeline Easement, and to grant rights of use, leases and easements above, below and on the surface of the Pipeline Easement, provided that such grants shall not materially interfere with the rights granted herein.

F. Indemnity/Waiver.

(a) As used in this Section F. each of the following terms shall have the meanings set forth in this Section F. (a):

(1) “Claims” means all claims, damages , losses, fines, penalties, liens, causes of action, suits, judgments, settlements and expenses, including court costs, reasonable attorney’s fees (including reasonable attorney’s fees in defending and/or settling a Claim and reasonable attorney’s fees to collect on this Indemnity), reasonable costs of investigation, and expert witnesses) of any nature, kind or description by, through or of any person or entity, including property loss or damage in, on, about or adjacent to the Pipeline Easement and right of way herein granted, bodily or personal injury, sickness, disease, and/or death (including bodily or personal injury and/or death of employees of an Indemnified Person or a Grantee Party).

(2) “Defend” means to oppose on behalf of another party a Claim in litigation, arbitration, mediation or other alternative dispute resolution proceeding and to pay all reasonable costs associated with the preparation or prosecution of such Defense.

(3) “Indemnify” means to protect and hold harmless a party from and against a potential Claim and/or to compensate a party for a Claim actually incurred.

(4) “Indemnified Persons” means the Authority, its Port Commissioners, directors, managers, employees and agents.

(5) “Grantee Parties” means the Grantee, its agents, contractors, employees, owners, invitees, or licensees.

(6) “Waive” means to knowingly and voluntarily relinquish a right and/or to release another party from liability.

(b) Subject to the terms of this Section F, Grantee shall Defend and Indemnify the Indemnified Persons from and against all Claims resulting from, arising out of, or alleged to have arisen out of or resulted from, in whole or in part, any of the following matters (these Claims being referred to herein as the “Indemnified Claims”):

(1) The conduct by Grantee of Grantee’s business on the easement and right of way herein granted;

(2) any bodily injury to or death of any employee of the Grantee Parties occurring in connection with constructing, installing, maintaining or removing the Pipeline by Grantee;

(3) any act, omission, willful misconduct, strict liability, breach of warranty, express or implied, or violation of any laws, ordinances, rules, regulations, or codes, now or hereafter existing and applicable to Grantee and its operations under this Agreement, of or by any Grantee Party, including the sole, joint, concurrent, or comparative negligence of any Grantee Party in connection with or pertaining to this Agreement; or

(4) any violation by a Grantee Party of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq; the Clean Air Act and Amendments of 1990, 41 U.S.C. Section 7401 et seq; the Clean Water Act of 1977, 33 U.S.C. Section 1251 et seq; the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 et seq; the Toxic Substances Control Act, 15 U.S.C. Section 2606 the Texas Water Code; the Texas Solid Waste Disposal Act, Chapter 361, Texas Health and Safety Code; the Texas Clean Air Act, Chapter 382, Texas Health and Safety Code; the Oil Spill Prevention Act of 1991, Chapter 40, Texas Natural Resource Code, and Chapter 26, Texas Water Code; and the Texas Water Quality Act, Chapter 26, Texas Water Code; Authority's Tariffs, Rules and Regulations in effect during the Term of this Agreement and to the extent applicable to Grantee and its operations hereunder.

(c) Subject to the terms of subparagraph (d) below, the Indemnities, Waivers and obligation to Defend in this Section F. shall be enforced to the fullest extent permitted by applicable law for the benefit of the applicable Indemnified Persons thereof, regardless of any extraordinary shifting of risks, and even if the applicable Claim is caused by the joint, concurrent, or comparative negligence of such Indemnified Persons, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Indemnified Persons; provided, however, that an Indemnity will not be enforced in the event that the applicable Claim against such Indemnified Persons was caused by the willful misconduct, strict liability or sole negligence of such Indemnified Persons.

(d) Notwithstanding anything to the contrary contained in this Section F., to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence, causation, responsibility or fault of the Indemnified Persons and the Grantee Parties, then the Grantee's obligation to the Indemnified Persons shall only extend to the percentage of the total responsibility of the Grantee Parties in contributing to such Indemnified Claim.

(e) In claims against any Indemnified Person by or for an employee of a Grantee Party, the Grantee's indemnification obligation under this Section F. shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee Party under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. If an action for damages is brought by an injured employee of Grantee, a legal beneficiary, or an insurance carrier against an Indemnified Person liable to pay damages for the injury or death of such employee under Chapter 417 (Third-Party Liability), Texas Labor Code, that results in a

judgment against the Indemnified Person or a settlement by the Indemnified Person, Grantee expressly agrees to reimburse and hold harmless the Indemnified Person for the damages based on such judgment or settlement as provided by, and subject to the limitations set forth in, this Section F.

(f) Except as otherwise expressly limited in this Section F., it is the intent of the parties to this Agreement that all indemnity obligations and liabilities contracted for in this Agreement be without monetary limit (including as the result of an indemnification agreement with a third party), and will not be limited by damages paid under the Workers' Compensation Act.

(g) If any action or proceeding is brought against an Indemnified Person by reason of any Indemnified Claim described in this Section F., the Indemnified Person will be represented by its general counsel, or another attorney selected by the Indemnified Person and approved by Grantee, which approval will not be unreasonably withheld.

(h) Reserved.

(i) Grantee agrees to support its obligations to Indemnify and Defend the Indemnified Persons by the purchase of insurance.

(j) To the fullest extent provided by this Section F., Grantee hereby (except to the extent a Claim is caused by the sole negligence or willful misconduct of the Indemnified Persons or as otherwise provided above in (c) and (d)): (a) Waives all Claims against the Indemnified Persons resulting from, arising out of, or alleged to have arisen out of or resulted from, in whole or in part, any of the Indemnified Claims; and (b) further, Waives all Claims against Authority, its contractors, any damage Authority, or its contractors, or the United States Corps of Engineers, or its contractors, may do to Grantee's easement or pipeline(s) in the easement as the result of any dredging, construction or repair activities related to Authority's docks or channels; provided, however, Authority or the United States Corps of Engineers must notify Grantee in writing at least thirty (30) days in advance of any such dredging, construction or repair activities. Further, the placement of any pipeline beneath Authority's operating oil docks (regardless of the depth at which the pipeline is buried) is solely at Grantee's risk, and Grantee hereby Waives any Claim it may have against Authority for any occurrence of any kind that damages Grantee's pipeline or easement, except as otherwise provided herein

G. Insurance.

Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

(a) For all its employees engaged in performing work, workers' compensation required by the Texas Workers' Compensation Code, and Employer's Liability insurance with limits of at least \$500,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.

(b). Commercial General Liability (CGL) coverage with policy limits of at least \$1,000,000.00 per occurrence and \$2,000,000 general aggregate in the right of way and easement endorsed to cover contractual liability and Time Element Pollution coverage.

(c) Business Auto Liability coverage for all owned and non-owned vehicles, with a policy limit of \$1,000,000 (Combined Single Limit.)

(d) Umbrella liability coverage limits of not less than \$5,000,000.00 over and above the underlying primary coverage limits stated in subparagraph (a), (b) and (c) in this Section.

(f) Pollution Legal Liability including cleanup and defense costs for premises and operations including pollution of any body of water with limits of not less than \$5,000,000.00 per occurrence.

All insurance premiums, self-insurance claim expenses, deductibles, self insurance retention costs, captive reinsurance, fronting deductibles or fronting arrangements, and similar self funded programs applicable to the insurance policies required herein, shall be the sole responsibility of and solely for the account of Grantee. Grantee will respond to the additional insured and waiver of subrogation obligations required under this Agreement in the same manner as if Grantee had purchased the insurance required herein. In any suit seeking damages against Authority, Grantee shall pay all costs and expenses of such defense or reimburse Authority for all costs and expenses incurred by Authority for such defense to the extent of the liabilities assumed by Grantee under this Agreement.

Every ten (10) Easement Years during the Term of this Agreement, Authority shall have the right to increase the minimum insurance protection amounts set forth in the Policies to an amount which is commercially reasonable at such time.

Authority shall be furnished: Attention Real Estate Manager, prior to the commencement of any work by Grantee on the Pipeline Easement, as proof of the insurance required of Grantee a certificate or certificates of insurance (and the endorsements required in this paragraph shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be in a form approved by, and on file with, the Texas Insurance Commission (including without limitation, the standard ACORD form). Each of the Policies will be endorsed to (a) (except for Workers' Compensation and Employee's Liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents as an additional insured and (b) provide that notwithstanding any language in any policy of insurance held by Authority ("Authority Insurance") to the effect that the Authority Insurance is primary, the policy or policies held by Grantee are primary coverage and the Authority Insurance is non-contributory. In addition, Grantee shall endeavor to provide that the required policies will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice from Grantee to Authority, Attention: Real Estate Manager.

Grantee shall deliver to Authority certificates of insurance no more than thirty (30) days following the expiration date of each of the Policies. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A: VI. If Grantee neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Authority may procure such insurance at

Grantee's expense, and Authority is entitled to reimbursement from Grantee for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date Grantee receives Authority's notice of payment until reimbursement.

H. Waiver of Subrogation

Grantee agrees that all insurance policies required herein shall include Waivers of Subrogation in favor of Authority. Grantee agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of this Agreement written notice of the terms of the waiver set forth in this Section, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Grantee will provide to Authority a copy of said endorsement or endorsements or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver.

I. Assignment. The rights herein granted may not be assigned without the prior written consent of the Authority, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, Authority consents to assignment of this Agreement to any corporation or other entity which is an affiliate of, or controlled by, Grantee. An affiliate, as used herein, is a person or entity which is controlled by or the controlling interest of which is owned by the same persons or entities controlling Grantee. This Pipeline Easement shall be deemed a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Assignment by Grantee shall not relieve Grantee from liability for the performance of the covenants and indemnities hereof.

J. Termination for Nonuse. This Agreement and all rights to use and occupy the Pipeline Easement shall terminate if the pipeline(s) shall cease to be used or maintained for the transmission of Crude Oil, Liquid Condensate or Refined Petroleum Products, for any consecutive forty-eight (48) month period during the Term of this Pipeline Easement or if Grantee shall at any time expressly abandon this Pipeline Easement for the use of the same for the purposes herein granted.

K. Termination for Other Than Nonuse. Grantee may be in "default" of this Agreement if Grantee shall at any time fail to pay as and when due any of the sums of money required to be paid under this Agreement or Grantee shall fail to perform one or more of the other covenants and/or conditions of this Agreement relating to matters other than the payment of money. If the Authority has reason to believe that Grantee has defaulted in the performance of any obligations or conditions required of Grantee under this Agreement, the Authority shall give Grantee written notice of the alleged default and Grantee shall have ninety (90) days after receipt of such written notice to cure or commence to cure in good faith any alleged default pursuant to the Authority's notice to Grantee. If Grantee does not agree that there has been a default or the Authority does not agree that the alleged default has been cured or Grantee has diligently attempted to cure such alleged default, either Party may require that the matter be referred to a mediator pursuant to Section O below.

L. Removal of Pipeline and Equipment. Grantee agrees it will within ninety one hundred eighty (180) days after the termination or expiration of this Agreement remove the Pipelines and all other equipment, facilities or appurtenances existing in the Pipeline Easement and restore the land in the Pipeline Easement to substantially the same condition in which same existed prior to the existence of the Pipeline, equipment,

facilities and appurtenances. In the event Grantee fails to remove the said Pipeline, equipment, facilities and appurtenances within the above-described time period, Authority may either declare the termination of Grantee's interest in the Pipeline, equipment, facilities and appurtenances and all of Grantee's interest therein shall thereupon terminate, or the Authority may cause the Pipeline, equipment, facilities and appurtenances, or any part thereof, to be removed and disposed of, and the lands of the Authority restored, all at the cost of Grantee. In the event of a breach of the requirements of Section N ("Compliance with Authority Security Requirements"), this easement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate in the event Grantee fails to remedy the same within ten (10) days (or if a remedy cannot be achieved within ten (10) days, commence to remedy the same within such period) after Grantee's receipt of written notice from the Authority of such breach.

M. Relocation. The Authority may require Grantee to remove, lower or relocate the Pipeline, equipment, facilities and appurtenances situated in the Pipeline Easement in the event the same materially interferes with or will materially interfere with: (1) the development of Authority's lands; (2) any facility, facility modification, or proposed facility of Authority, Authority Lessee or Authority franchisee; (3) any road or proposed road; or (4) any operation or proposed operation of Authority, Authority lessee or Authority franchisee. The Authority may also require Grantee to remove, lower or relocate the Pipeline, equipment, facilities and appurtenances situated in the Pipeline Easement in the event the same materially interferes with or will materially interfere with any railroad or proposed railroad under which the Pipeline passes. In the event Authority requires Grantee to remove, lower or relocate pursuant to the provisions of this paragraph, the cost of such removal, lowering or relocation shall be paid solely by Grantee. In any such event, Authority will use its best efforts to provide Grantee with an alternate Pipeline Easement on Authority's land at no additional cost to Grantee and on the same terms and conditions set forth in this Agreement.

N. Compliance with Authority Security Requirements. Grantee, its employees, agents, representatives and subcontractors shall at all times comply with all Authority mandated security requirements and regulations pertaining to the Pipeline Easement and right of way location and access thereto, regardless of whether now existing or hereinafter imposed, pursuant to Authority's Tariffs (the "Security Measures"); provided, however, that with respect to any subsequently imposed requirements or regulations, Grantee shall have a reasonable time within which to comply. Failure to comply with Authority's Security Measures will be grounds for terminating this Agreement as described in Paragraph K above. Authority's Security Measures applicable to the Pipeline Easement and right of way can be ascertained by contacting the Authority's Police Department.

O. Mediation. The Authority and Grantee agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this Agreement before a mediator to be agreed upon by the Authority and Grantee. The Authority and Grantee must agree upon a mediator within fifteen (15) days after a written request for mediation by either Party, or either Party may request any State District Judge sitting in Nueces County, Texas, to appoint a mediator and such appointment will be final. The mediator will schedule a mediation meeting at a time and place determined by the mediator. The Authority and Grantee will each pay one-half of the costs of mediation to the mediator.

P. Notice. All notices, demands, or requests from Grantee to Authority shall be given to Authority, Attention: Executive Director, P. O. Box 1541, Corpus Christi, Texas 78403, or at such other address as Authority shall request in writing. All notices, demands, or requests from Authority to Grantee shall be given to Grantee at ATTN: Right of Way Department, One Williams Center MD: 30, Tulsa OK 74172, or at such other address as Grantee shall request in writing.

The execution of this Agreement by the Parties shall be conclusive of the agreement of the Parties to all of the terms and conditions hereof, whereupon this easement and all of its provisions shall extend to and be binding upon Grantee and Authority and the legal representatives, successors and assigns of Grantee and Authority, respectively.

[signatures are on the next page]

WITNESS this ____ day of _____, 2014.

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**

By: _____

John P. LaRue
Executive Director

“Authority”

Magellan Pipelines Holdings, L.P.

By: Magellan NGL, LLC, its General Partner

By: _____

Name: _____

Title: _____

"Grantee"

STATE OF TEXAS §
 §
COUNTY OF NUECES §

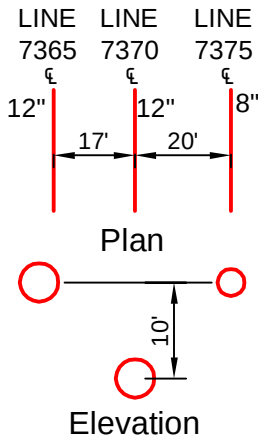
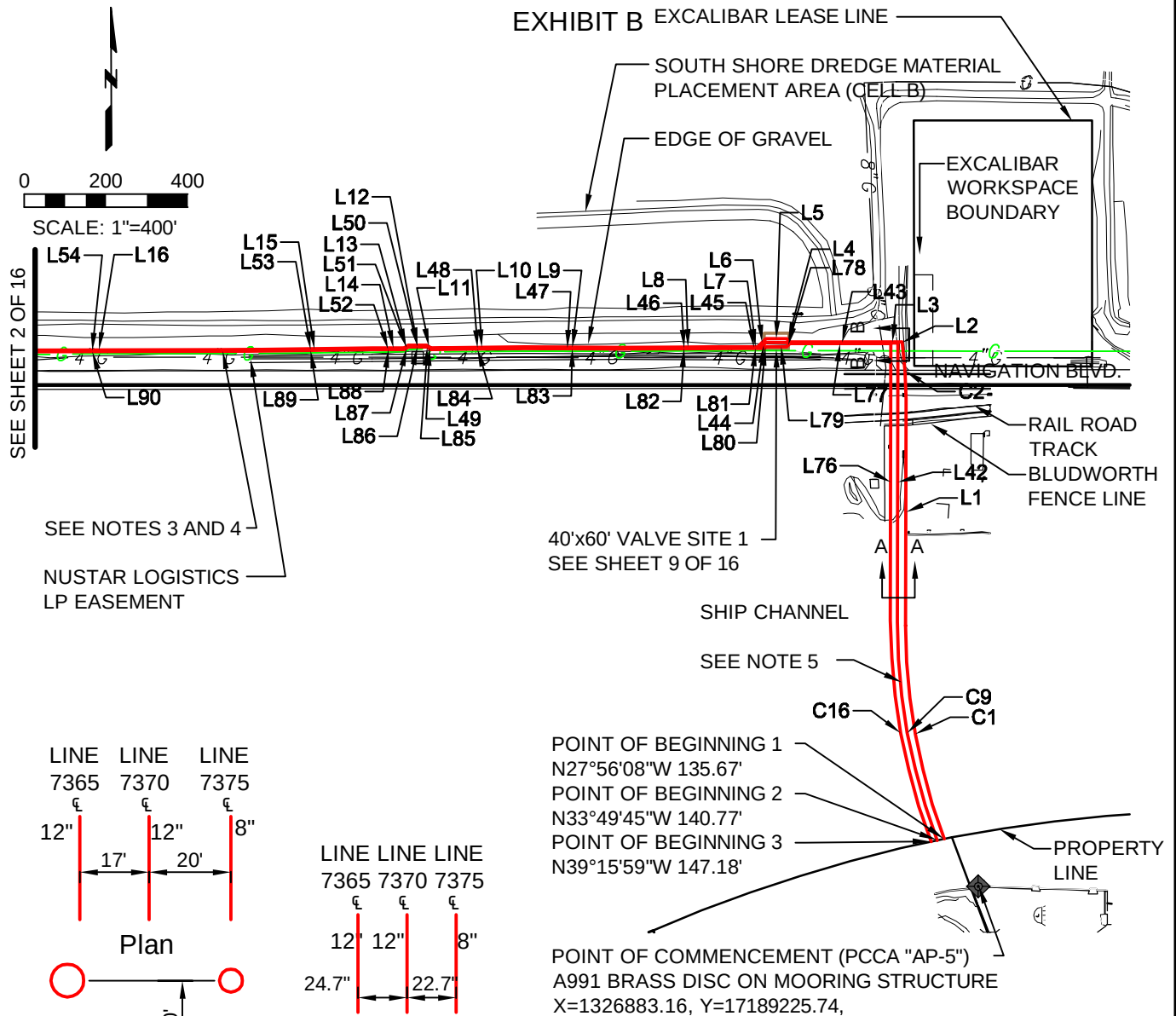
This instrument was acknowledged before me on the _____ day of _____, 2014, by JOHN P. LaRUE, Executive Director of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF OKLAHOMA §

COUNTY OF TULSA §

On this _____ day of _____, 2014 before me _____ the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed as _____, of MAGELLAN NGL, LLC, GENERAL PARTNER of MAGELLAN PIPELINES HOLDINGS, L.P., and acknowledged that he/she, as such _____, being authorized so to do, executed the foregoing instrument as the act of his/her principal for the purposes therein contained, by signing the name of MAGELLAN NGL, LLC, GENERAL PARTNER of MAGELLAN PIPELINES HOLDINGS, L.P by himself/herself as _____.



TRENCH DETAIL B-B

Scale: Not To Scale

HDD DETAIL A-A

Scale: Not To Scale

NOTE:

1. BEARING BASED ON TEXAS STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD83.
2. PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY.
3. SEE THE "UPLAND OPEN TRENCH TYPICAL CROSS SECTION DRAWING" FOR TRENCH DETAIL.
4. IN AREAS WHERE PROPOSED PIPELINES PARALLEL EXISTING PIPELINES, THE NEAREST PROPOSED PIPELINE WILL BE SPACED NOT MORE THAN 4'-7" APART, MEASURED FROM THE INNERMOST EDGE OF PIPE TO THE INNERMOST EDGE OF PIPE.
5. SEE THE "EAST CORPUS CHRISTI SHIP CHANNEL DIRECTIONAL DRILL CROSS SECTION DRAWING".

PRELIMINARY
DATE: 11-13-2014

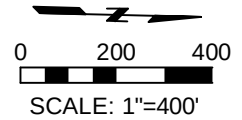
Farnsworth
GROUP
2595 DALLAS PARKWAY, SUITE 201
FRISCO, TEXAS 75034
(214) 407-7354

PIPELINE EASEMENT
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2677,
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2682 &
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2689, IN
THE CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

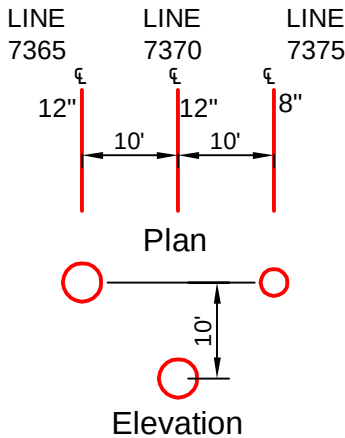
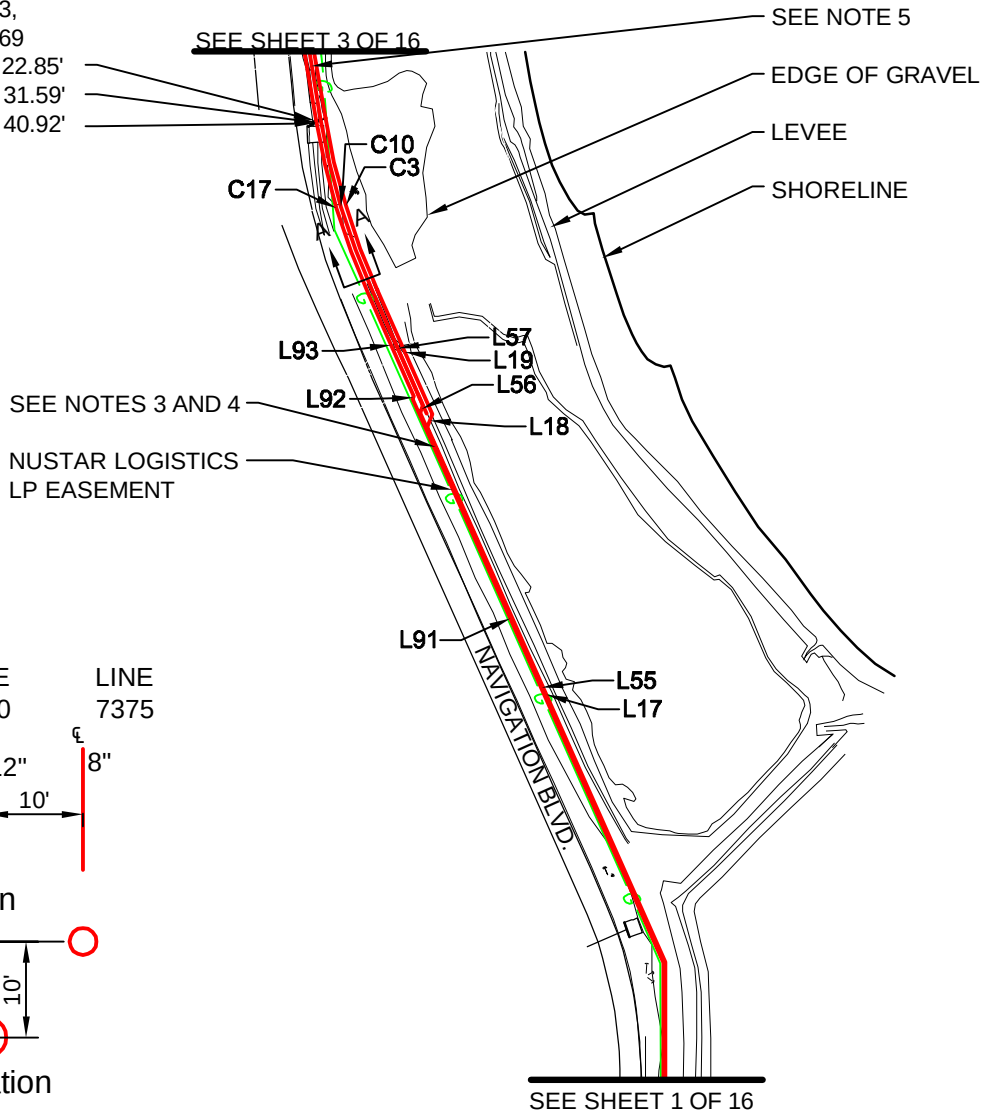
Project No: 0140556
Book No:
Drawn by: FGI
Reviewed: SMJ
Date: 11-13-14

NU-5 1 OF 16

EXHIBIT B



PCCA FULTON (2010)
BRASS DISC IN
HEADWALL
X=1322590.13,
Y=17189792.69
N44°06'58"W 22.85'
N33°45'47"W 31.59'
N28°00'12"W 40.92'



HDD DETAIL A-A

Scale: Not To Scale

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5. SEE THE "TYPICAL UPLAND DIRECTIONAL DRILL CROSS SECTION DRAWING".

PRELIMINARY
DATE: 11-13-2014

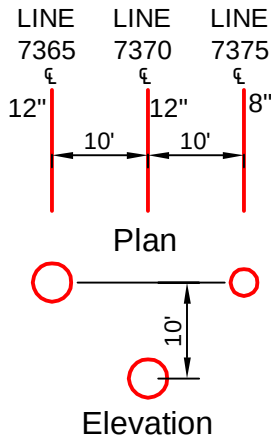
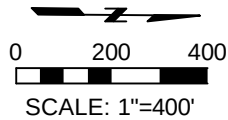
Farnsworth
GROUP
2595 DALLAS PARKWAY, SUITE 201
FRISCO, TEXAS 75034
(214) 407-7354

PIPELINE EASEMENT
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2677,
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2682 &
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2689, IN
THE CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

Project No: 0140556
Book No:
Drawn by: FGI
Reviewed: SMJ
Date: 11-13-14

NU-5 2 OF 16

EXHIBIT B



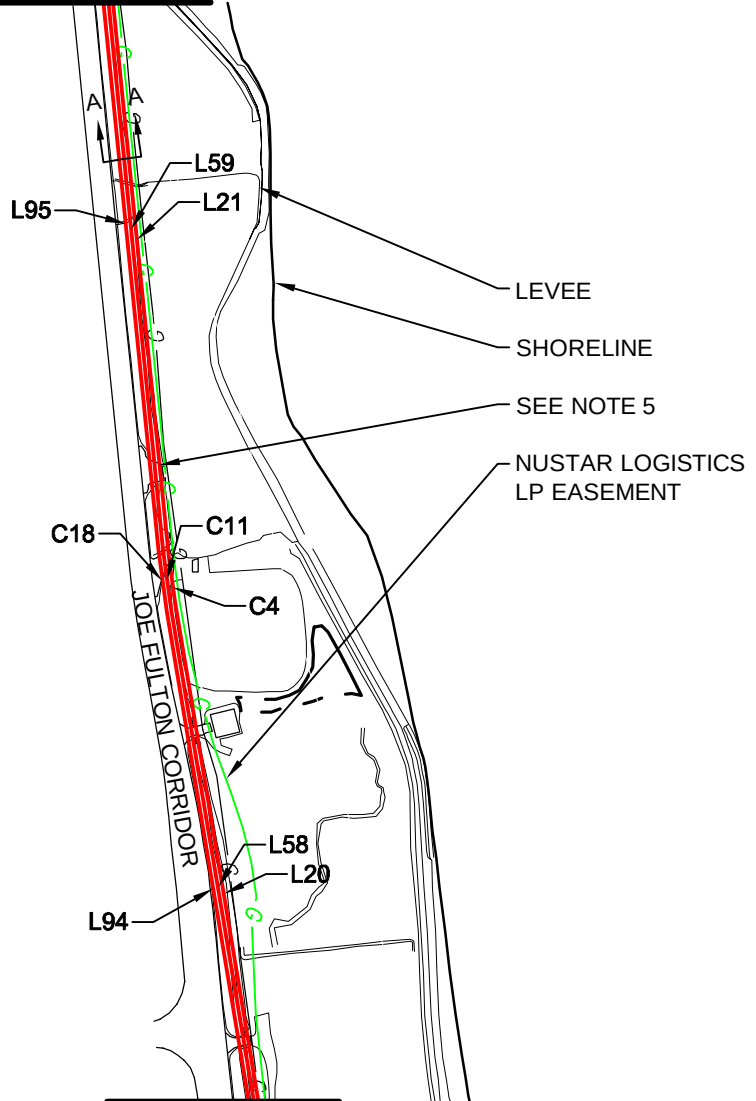
HDD DETAIL A-A

Scale: Not To Scale

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5. SEE THE "TYPICAL UPLAND DIRECTIONAL DRILL CROSS SECTION DRAWING".

SEE SHEET 4 OF 16



SEE SHEET 2 OF 16

PRELIMINARY
DATE: 11-13-2014

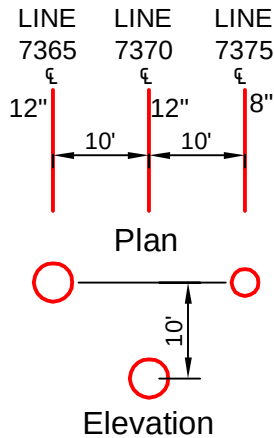
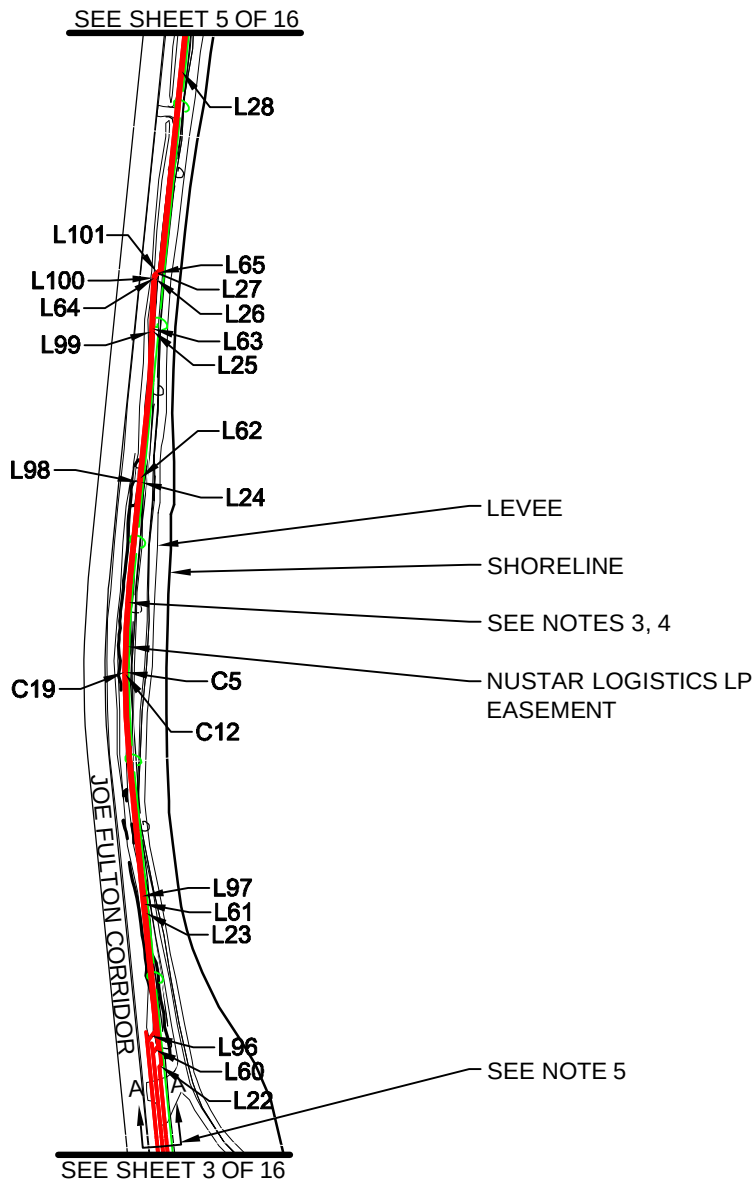
Farnsworth
GROUP
2595 DALLAS PARKWAY, SUITE 201
FRISCO, TEXAS 75034
(214) 407-7354

PIPELINE EASEMENT
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2677,
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2682 &
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2689, IN
THE CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

Project No: 0140556
Book No:
Drawn by: FGI
Reviewed: SMJ
Date: 11-13-14

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EXHIBIT B



HDD DETAIL A-A

Scale: Not To Scale

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3. SEE THE "UPLAND OPEN TRENCH TYPICAL CROSS SECTION DRAWING" FOR TRENCH DETAIL.
4. IN AREAS WHERE PROPOSED PIPELINES PARALLEL EXISTING PIPELINES, THE NEAREST PROPOSED PIPELINE WILL BE SPACED NOT MORE THAN 4'-7" APART, MEASURED FROM THE INNERMOST EDGE OF PIPE TO THE INNERMOST EDGE OF PIPE.
5. SEE THE "TYPICAL UPLAND DIRECTIONAL DRILL CROSS SECTION DRAWING".

PRELIMINARY
DATE: 11-13-2014



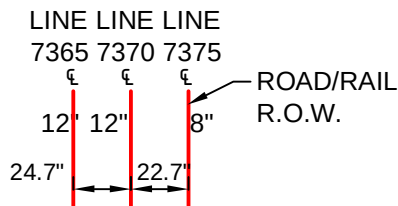
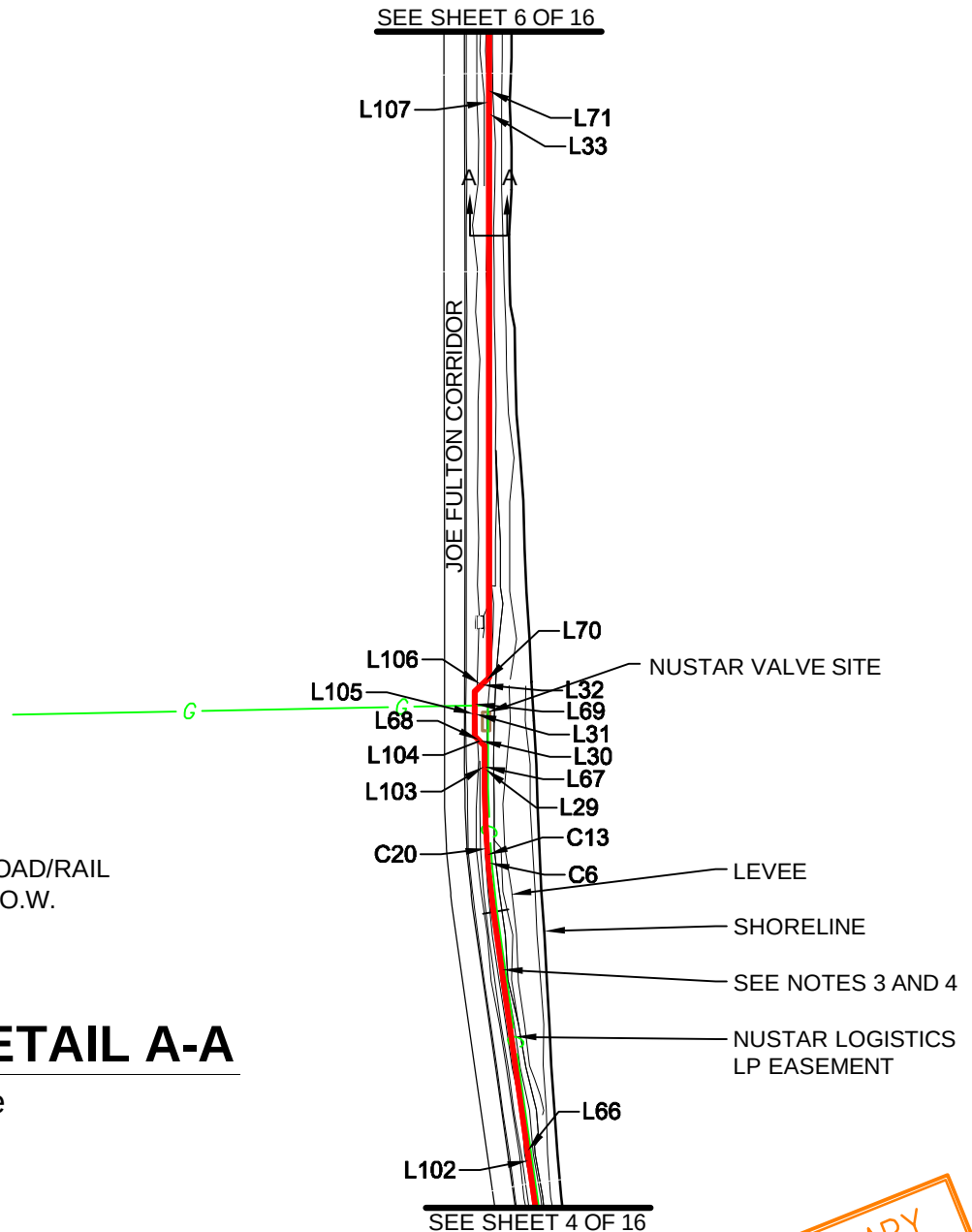
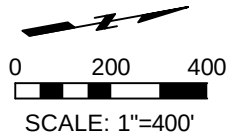
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EXHIBIT B



TRENCH DETAIL A-A

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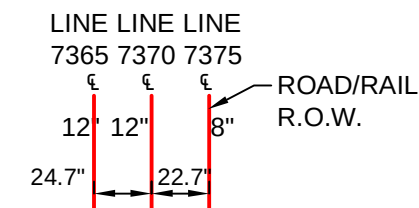
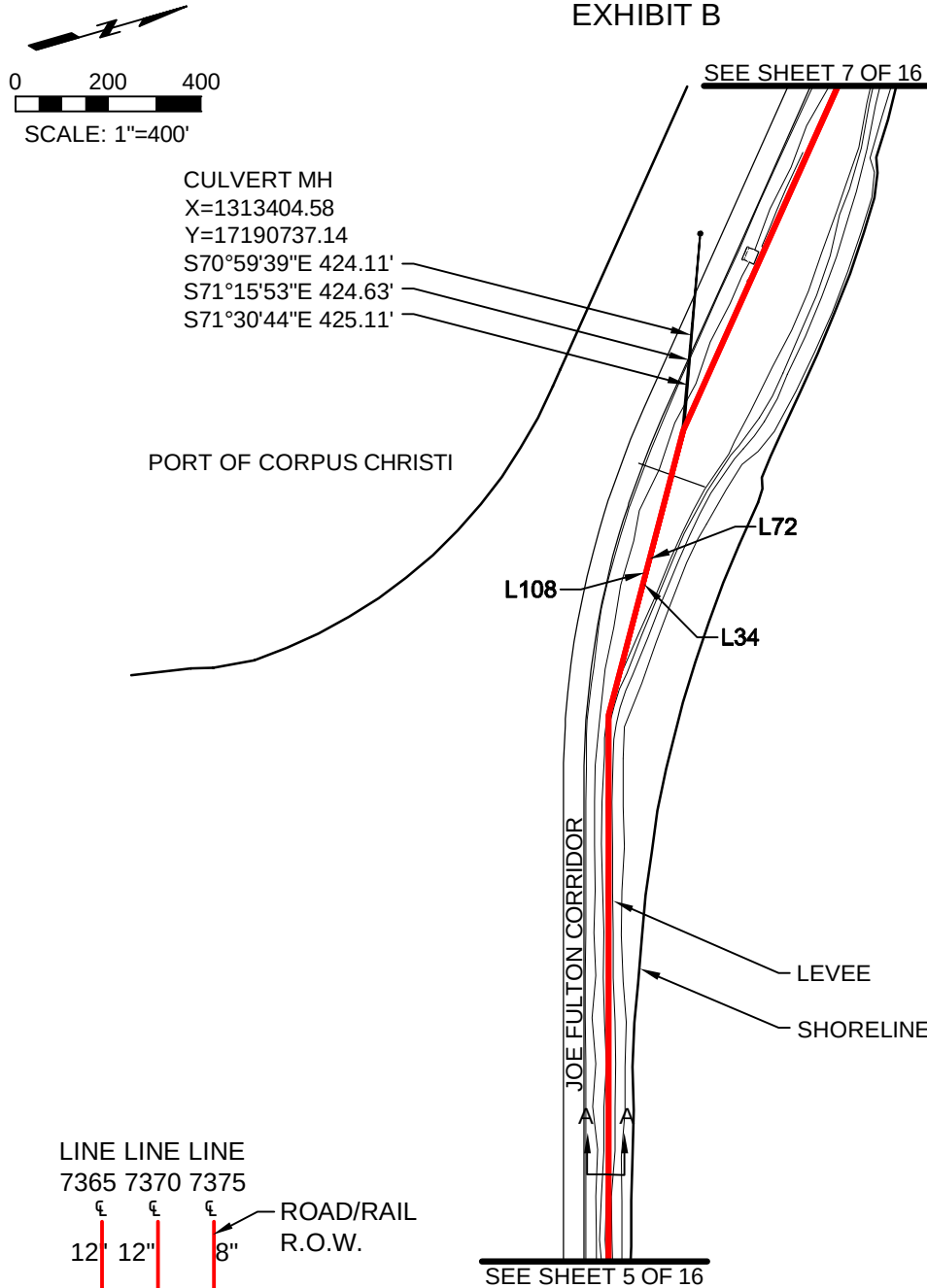
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EXHIBIT B



TRENCH DETAIL A-A

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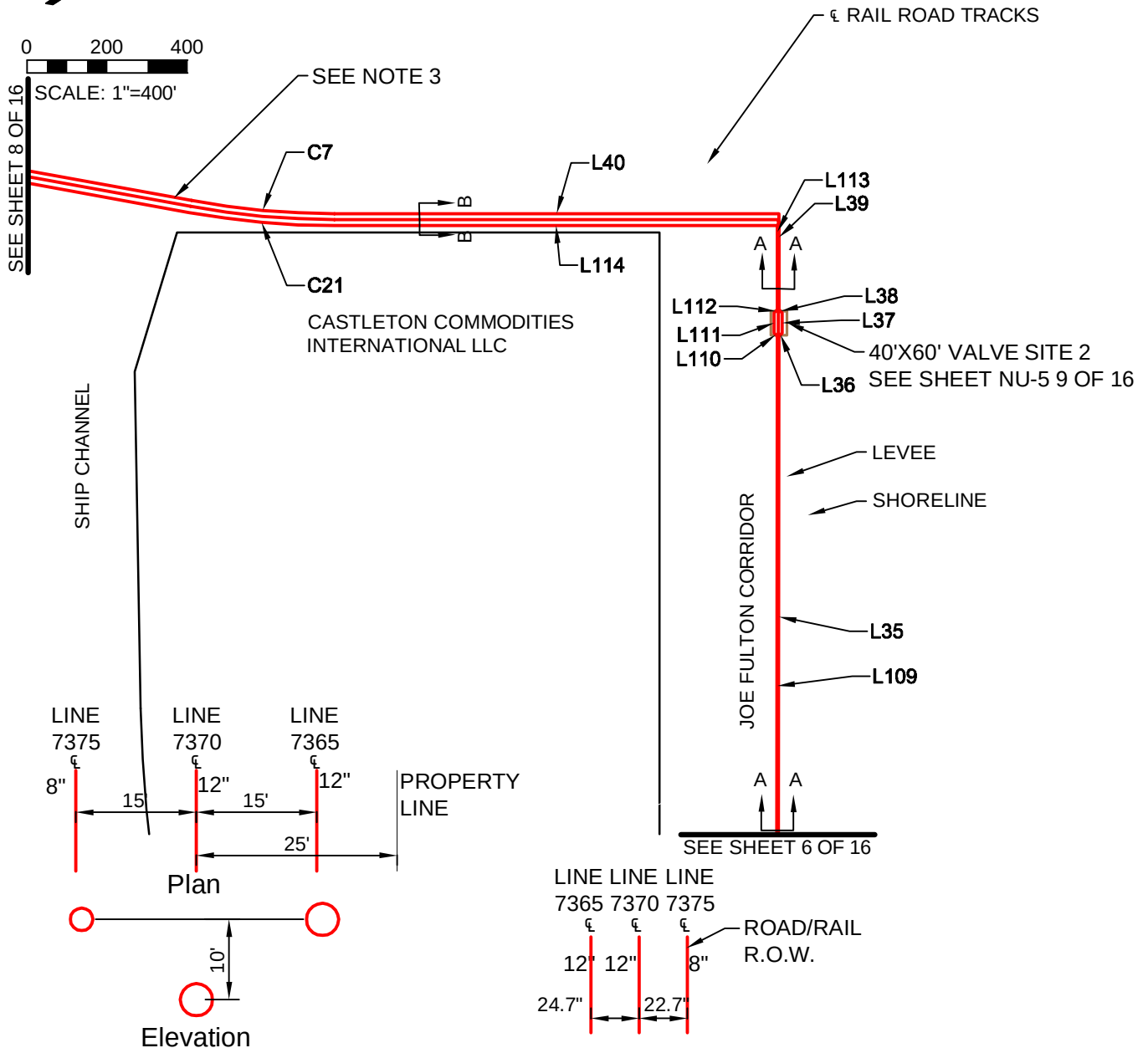
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EXHIBIT B



HDD DETAIL B-B

Scale: Not To Scale

TRENCH DETAIL A-A

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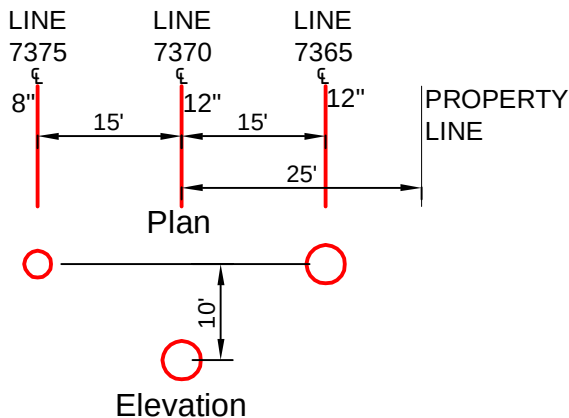
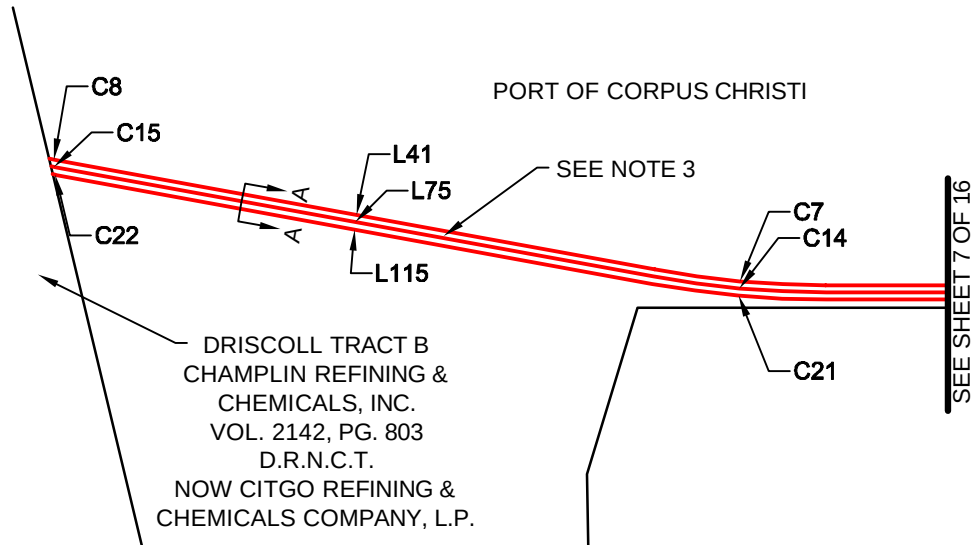
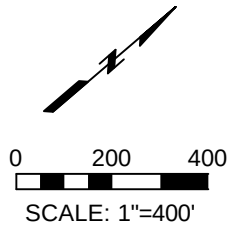
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EXHIBIT B



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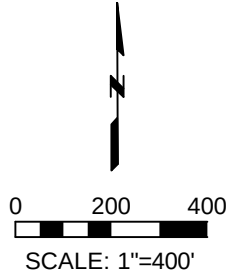
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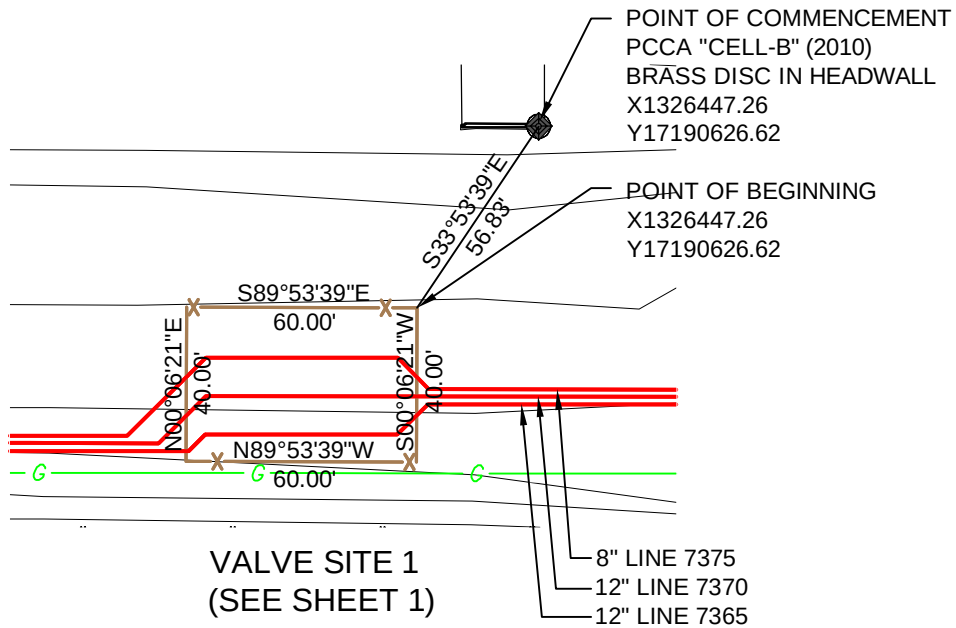
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EXHIBIT B

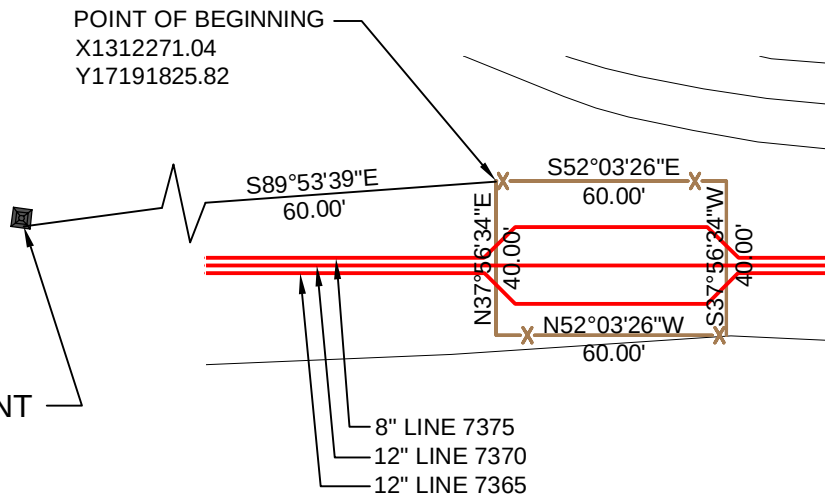


SURFACE SITE
2,400 SQFT
0.06 ACRES



SURFACE SITE
2,400 SQFT
0.06 ACRES

POINT OF COMMENCEMENT
USCGS VIOLA (1933)
BRONZE DISC IN CONC.
X1310312.77
Y17193136.32



PRELIMINARY
DATE: 11-13-2014

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EXHIBIT B

LINE 7375 - 8" LINE DISTILLATE, 19,459.2 LF = 1,179.3 RODS

Line #/ Curve #	Length	Direction/ Delta	Radius	Chord Bearing	Chord Length	Northing	Easting
C1	532.16	020°36'06"	1480.00	N10° 12' 50"W	529.29	17189865.26	1326701.65
L1	554.63	N00° 05' 12"E				17190419.90	1326702.49
C2	135.55	007°45'59"	1000.00	N03° 47' 47"W	135.44	17190555.04	1326693.53
L2	2.88	N07° 40' 46"W				17190557.90	1326693.14
L3	274.50	N89° 54' 24"W				17190558.34	1326418.64
L4	11.47	N44° 54' 24"W				17190566.47	1326410.55
L5	50.00	N89° 54' 24"W				17190566.55	1326360.55
L6	28.85	S45° 05' 36"W				17190546.18	1326340.12
L7	25.51	N89° 54' 24"W				17190546.22	1326314.60
L8	309.41	S89° 43' 52"W				17190544.77	1326005.20
L9	235.60	N89° 47' 44"W				17190545.61	1325769.60
L10	227.47	S89° 35' 16"W				17190543.97	1325542.13
L11	12.00	N60° 24' 44"W				17190549.90	1325531.70
L12	45.27	S89° 35' 16"W				17190549.57	1325486.42
L13	12.00	S59° 35' 16"W				17190543.50	1325476.07
L14	78.09	S89° 35' 16"W				17190542.94	1325397.99
L15	300.70	S89° 21' 00"W				17190539.55	1325097.31
L16	767.66	S89° 47' 24"W				17190536.71	1324329.65
L17	1219.41	S66° 02' 02"W				17190041.39	1323215.37
L18	28.85	N68° 57' 58"W				17190051.75	1323188.44
L19	283.05	S66° 02' 02"W				17189936.77	1322929.80
C3	375.76	014°26'58"	1490.00	S73° 15' 31"W	374.77	17189828.82	1322570.91
L20	1184.86	S80° 29' 00"W				17189632.92	1321402.36
C4	98.35	003°46'55"	1490.00	S82° 22' 28"W	98.33	17189619.87	1321304.89

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NU-5 10 OF 16

EXHIBIT B

LINE 7375 - 8" LINE DISTILLATE, 19,459.2 LF = 1,179.3 RODS

Line #/ Curve #	Length	Direction/ Delta	Radius	Chord Bearing	Chord Length	Northing	Easting
L21	1323.45	S84° 15' 55"W				17189487.63	1319988.07
L22	6.38	N50° 44' 05"W				17189491.67	1319983.13
L23	633.05	S84° 15' 54"W				17189428.41	1319353.24
C5	374.11	011°28'22"	1868.33	N89° 59' 55"W	373.48	17189428.42	1318979.76
L24	420.97	N84° 15' 44"W				17189470.51	1318560.90
L25	209.10	N87° 35' 37"W				17189479.29	1318351.98
L26	11.60	N82° 49' 01"W				17189480.74	1318340.47
L27	16.36	N37° 49' 01"W				17189493.66	1318330.44
L28	1091.02	N84° 15' 44"W				17189602.74	1317244.89
C6	262.24	008°01'39"	1871.73	N80° 14' 41"W	262.02	17189647.14	1316986.65
L29	90.72	N76° 12' 51"W				17189668.75	1316898.55
L30	30.14	S58° 46' 50"W				17189653.13	1316872.78
L31	93.22	N76° 13' 10"W				17189675.34	1316782.24
L32	42.35	N31° 15' 26"W				17189711.54	1316760.26
L33	2471.66	N76° 11' 38"W				17190301.37	1314360.01
L34	628.95	N61° 24' 41"W				17190602.33	1313807.75
L35	1901.07	N52° 03' 26"W				17191771.25	1312308.52
L36	11.47	N07° 03' 26"W				17191782.63	1312307.11
L37	50.00	N52° 03' 26"W				17191813.38	1312267.68
L38	11.47	S82° 56' 34"W				17191811.97	1312256.30
L39	239.34	N52° 03' 26"W				17191959.13	1312067.55
L40	1106.84	S37° 54' 34"W				17191085.85	1311387.49
C7	357.97	010°19'56"	1985.02	S43° 05' 36"W	357.48	17190824.81	1311143.26
L41	1262.45	S48° 15' 34"W				17189984.32	1310201.26
C8	19.32	000°32'57"	2015.00	S47° 59' 05"W	19.32	17189971.39	1310186.91

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NU-5 11 OF 16

EXHIBIT B

LINE 7370 - 12" LINE NAPHTHA, 19,420.0 LF = 1,177.0 RODS

Line #/ Curve #	Length	Direction/ Delta	Radius	Chord Bearing	Chord Length	Northing	Easting
C9	545.04	020°49'09"	1500.00	S10° 19' 22"E	542.05	17189340.95	1326778.80
L42	681.79	S00° 05' 12"W				17189874.23	1326681.67
L43	322.17	S89° 54' 24"E				17190556.02	1326682.70
L44	17.38	N45° 05' 36"E				17190556.55	1326360.53
L45	33.61	S89° 54' 24"E				17190544.28	1326348.22
L46	309.41	N89° 43' 52"E				17190544.33	1326314.61
L47	235.60	S89° 47' 44"E				17190542.88	1326005.20
L48	227.97	N89° 35' 16"E				17190543.72	1325769.60
L49	12.00	S60° 24' 44"E				17190542.08	1325541.64
L50	44.26	N89° 35' 16"E				17190548.00	1325531.20
L51	12.00	N59° 35' 16"E				17190547.69	1325486.94
L52	78.59	N89° 35' 16"E				17190541.61	1325476.59
L53	300.71	N89° 21' 00"E				17190541.05	1325398.01
L54	767.27	N89° 47' 24"E				17190537.63	1325097.32
L55	1252.15	N66° 02' 02"E				17190534.82	1324330.05
L56	17.38	S68° 57' 58"E				17190026.21	1323185.86
L57	258.02	N66° 02' 02"E				17190032.44	1323169.64
C10	378.29	014°26'58"	1500.00	N73° 15' 31"E	377.28	17189927.64	1322933.86
L58	1170.07	N80° 29' 00"E				17189818.96	1322572.56
C11	128.58	003°46'55"	1948.00	N82° 22' 28"E	128.56	17189625.51	1321418.60
L59	1338.66	N84° 15' 55"E				17189608.45	1321291.18
L60	17.85	S50° 44' 08"E				17189474.68	1319959.21
L61	594.93	N84° 15' 54"E				17189485.98	1319945.39
C12	374.49	011°28'22"	1870.23	S89° 59' 55"E	373.86	17189426.53	1319353.43

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EXHIBIT B

LINE 7370 - 12" LINE NAPHTHA, 19,420.0 LF = 1,177.0 RODS

Line #/ Curve #	Length	Direction/ Delta	Radius	Chord Bearing	Chord Length	Northing	Easting
L62	419.37	S84° 15' 44"E				17189426.54	1318979.57
L63	210.67	S87° 35' 37"E				17189468.47	1318562.30
L64	12.51	S82° 49' 01"E				17189477.31	1318351.82
L65	16.46	S37° 49' 01"E				17189478.88	1318339.41
L66	1090.08	S84° 15' 44"E				17189491.88	1318329.32
C13	262.49	007°47'27"	1930.42	S80° 14' 41"E	262.29	17189600.86	1317244.70
L67	89.93	S76° 12' 51"E				17189645.30	1316986.20
L68	30.14	N58° 46' 50"E				17189666.73	1316898.86
L69	94.79	S76° 13' 10"E				17189651.11	1316873.09
L70	42.35	S31° 15' 26"E				17189673.69	1316781.03
L71	2471.12	S76° 11' 38"E				17189709.89	1316759.05
L72	629.35	S61° 24' 41"E				17190299.59	1314359.32
L73	2191.78	S52° 03' 26"E				17190600.75	1313806.71
L74	1104.34	N37° 54' 34"E				17191948.42	1312078.21
C14	361.28	010°21'00"	2000.00	N43° 05' 04"E	360.79	17191077.12	1311399.69
L75	1262.45	N48° 15' 34"E				17190813.61	1311153.25
C15	12.70	000°16'58"	2573.30	N48° 04' 39"E	12.70	17189973.13	1310211.25

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EXHIBIT B

LINE 7365 - 12" LINE CONDENSATE, 19,393.9 LF = 1,175.4 RODS							
Line #/ Curve #	Length	Direction/ Delta	Radius	Chord Bearing	Chord Length	Northing	Easting
C16	551.35	020°42'49"	1525.09	S10° 23' 10"E	548.36	17189337.78	1326763.57
L76	676.84	S00° 05' 12"W				17189877.15	1326664.71
L77	247.28	S89° 54' 24"E				17190553.99	1326665.74
L78	11.22	N45° 05' 36"E				17190554.39	1326418.46
L79	50.00	S89° 54' 24"E				17190546.47	1326410.51
L80	6.16	N45° 05' 36"E				17190546.55	1326360.51
L81	41.54	S89° 54' 24"E				17190542.20	1326356.15
L82	309.41	N89° 43' 52"E				17190542.27	1326314.61
L83	235.60	S89° 47' 44"E				17190540.82	1326005.20
L84	228.51	N89° 35' 16"E				17190541.66	1325769.60
L85	12.00	S60° 24' 44"E				17190540.01	1325541.10
L86	43.16	N89° 35' 16"E				17190545.94	1325530.67
L87	12.00	N59° 35' 16"E				17190545.63	1325487.51
L88	79.14	N89° 35' 16"E				17190539.55	1325477.16
L89	300.71	N89° 21' 00"E				17190538.98	1325395.03
L90	766.85	N89° 47' 24"E				17190535.57	1325097.33
L91	1284.67	N66° 02' 02"E				17190532.76	1324330.49
L92	6.16	S68° 57' 58"E				17190010.93	1323156.58
L93	233.00	N66° 02' 02"E				17190013.14	1323150.83
C17	380.81	014°26'58"	1510.00	N73° 15' 31"E	379.80	17189918.50	1322937.92
L94	1170.07	N80° 29' 00"E				17189809.10	1322574.22
C18	129.24	003°46'55"	1958.00	N82° 22' 28"E	129.22	17189615.64	1321420.25
L95	1363.66	N84° 15' 55"E				17189598.50	1321292.17

NOTE:

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2595 DALLAS PARKWAY, SUITE 201
FRISCO, TEXAS 75034
(214) 407-7354

PIPELINE EASEMENT

NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2677,
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2682 &
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2689, IN
THE CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

Project No: 0140556
Book No:
Drawn by: FGI
Reviewed: SMJ
Date: 11-13-14

NU-5 14 OF 16

EXHIBIT B

LINE 7365 - 12" LINE CONDENSATE, 19,393.9 LF = 1,175.4 RODS							
Line #/ Curve #	Length	Direction/ Delta	Radius	Chord Bearing	Chord Length	Northing	Easting
L96	29.07	S50° 44' 05"E				17189462.24	1319935.33
L97	562.00	N84° 15' 54"E				17189480.64	1319912.83
C19	374.90	011°28'22"	1872.29	S89° 59' 55"E	374.27	17189424.48	1319353.64
L98	419.31	S84° 15' 44"E				17189424.49	1318979.36
L99	210.70	S87° 35' 37"E				17189466.41	1318562.16
L100	13.45	S82° 49' 01"E				17189475.25	1318351.64
L101	16.43	S37° 49' 01"E				17189476.94	1318338.30
L102	1089.20	S84° 15' 44"E				17189489.91	1318328.23
C20	262.79	008°01'39"	1875.69	S80° 14' 41"E	262.58	17189598.81	1317244.49
L103	89.08	S76° 12' 51"E				17189643.30	1316985.71
L104	30.14	N58° 46' 50"E				17189664.52	1316899.20
L105	96.50	S76° 13' 10"E				17189648.90	1316873.43
L106	42.35	S31° 15' 26"E				17189671.89	1316779.71
L107	2470.54	S76° 11' 38"E				17189708.09	1316757.73
L108	629.79	S61° 24' 41"E				17190297.65	1314358.57
L109	1901.56	S52° 03' 26"E				17190599.02	1313805.57
L110	11.22	N82° 56' 34"E				17191768.24	1312305.95
L111	50.00	S52° 03' 26"E				17191766.86	1312294.81
L112	11.22	S07° 03' 26"E				17191797.60	1312255.38
L113	209.51	S52° 03' 26"E				17191808.74	1312254.00
L114	1102.26	N37° 54' 34"E				17191937.57	1312088.78
C21	363.99	010°21'00"	2015.00	N43° 05' 04"E	363.50	17191067.90	1311411.53
L115	1259.32	N48° 15' 34"E				17190802.42	1311163.23
C22	9.21	000°15'42"	2015.00	N48° 07' 43"E	9.21	17189964.02	1310223.57

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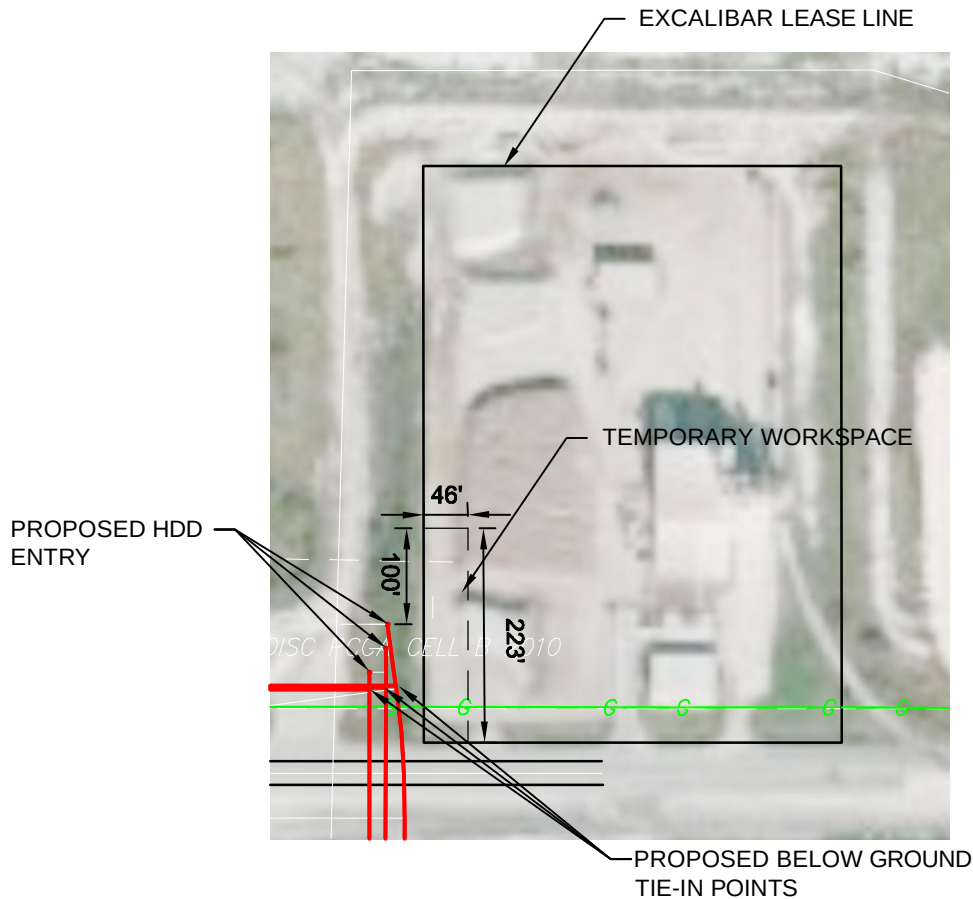
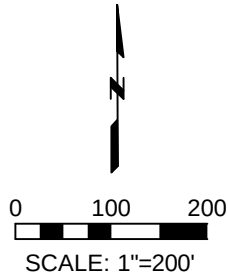
PIPELINE EASEMENT

NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2677,
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2682 &
NUECES CO NAV. DIST NO. 1, SUR., ABSTRACT NO. 2689, IN
THE CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

Project No: 0140556
Book No:
Drawn by: FGI
Reviewed: SMJ
Date: 11-13-14

NU-5 15 OF 16

EXHIBIT B



EXCALIBAR WORKSPACE
10,258 SF
0.23 AC



NOTE:

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3. SEE THE "UPLAND OPEN TRENCH TYPICAL CROSS SECTION DRAWING" FOR TRENCH DETAIL.
4. IN AREAS WHERE PROPOSED PIPELINES PARALLEL EXISTING PIPELINES, THE NEAREST PROPOSED PIPELINE WILL BE SPACED NOT MORE THAN 4'-7" APART, MEASURED FROM THE INNERMOST EDGE OF PIPE TO THE INNERMOST EDGE OF PIPE.
5. SEE THE "EAST CORPUS CHRISTI SHIP CHANNEL DIRECTIONAL DRILL CROSS SECTION DRAWING".



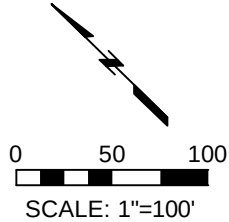
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PIPELINE EASEMENT
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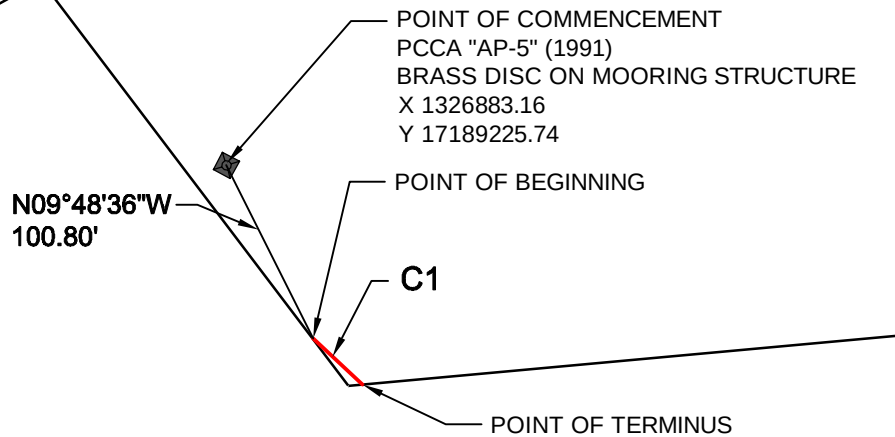
Project No: 0140556
Book No:
Drawn by: FGI
Reviewed: SMJ
Date: 11-13-14

NU-5 16 OF 16

EXHIBIT B
LINE 7375 - 8" LINE DISTILLATE



EASEMENT TRACT 2
NUECES COUNTY NAVIGATION DISTRICT NO. 1
VOL. 809, PG. 226
D.R.N.C.T.



PRELIMINARY
DATE: 11-11-2014

NOTE:

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Farnsworth
GROUP
2595 DALLAS PARKWAY, SUITE 201
FRISCO, TEXAS 75034
(214) 407-7354

PIPELINE EASEMENT

BEING PART OF THE NUECES CO NAV. DIST NO. 1
SUR., ABSTRACT NO. 2677, IN THE
CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

Project No:	0140556
Book No:	
Drawn by:	FGI
Reviewed:	RMR
Date:	11-11-14
7375-NU-5A	

dcrowley | P:\Pipeline\MAGELLAN\2014\0140556.00 - MMP Corpus Christi Splitter Pipeline\dwg\0140556 Esmt.dwg | 11/11/2014 10:55 AM |

EXHIBIT B

LINE 7375 – 8" LINE DISTILLATE

ID	BEARING	DISTANCE	NORTHING	EASTING
POB			17189129.1715	1326896.4039
C1	DELTA = 01°21'19" RADIUS = 1480.00' LENGTH = 35.00' CHORD = S30°24'11"E 35.00'			
POT			17189098.9785	1326914.1203

LINE 7375 – 8" LINE
DISTILLATE

35.00 FT.
2.12 RODS

PRELIMINARY
DATE: 11-11-2014



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(214) 407-7354

PIPELINE EASEMENT

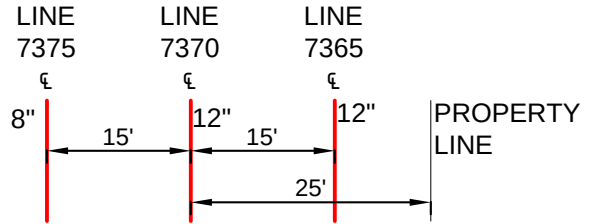
BEING PART OF THE NUECES CO NAV. DIST NO. 1
SUR., ABSTRACT NO. 2677, IN THE
CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

Project No: 0140556
Book No:
Drawn by: FGI
Reviewed: RMR
Date: 11-11-14

7375-NU-5A

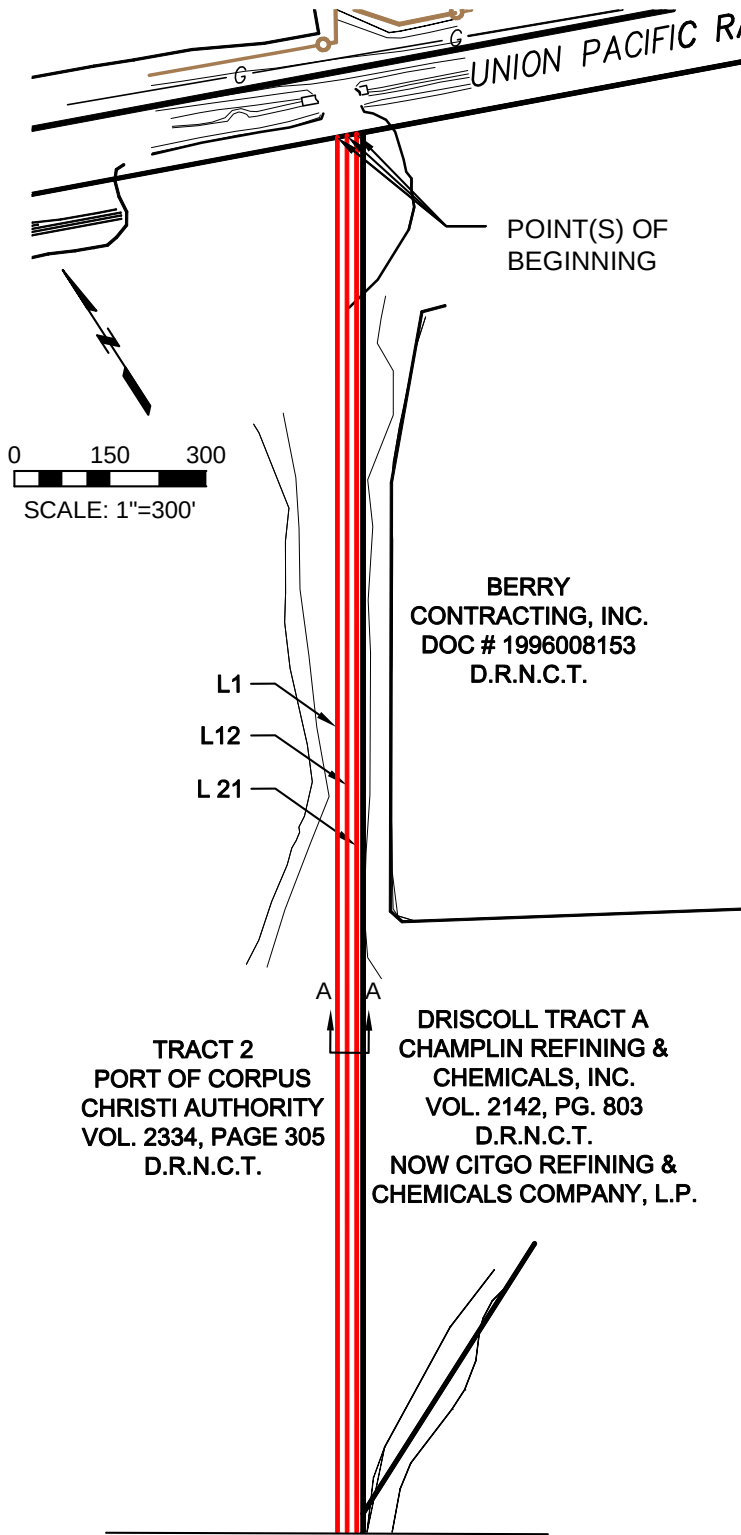
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EXHIBIT B



HDD DETAIL A-A

Scale: Not To Scale



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3. SEE THE "UPLAND OPEN TRENCH TYPICAL CROSS SECTION DRAWING" FOR TRENCH DETAIL.

PRELIMINARY
DATE: 10-28-2014



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(214) 407-7354

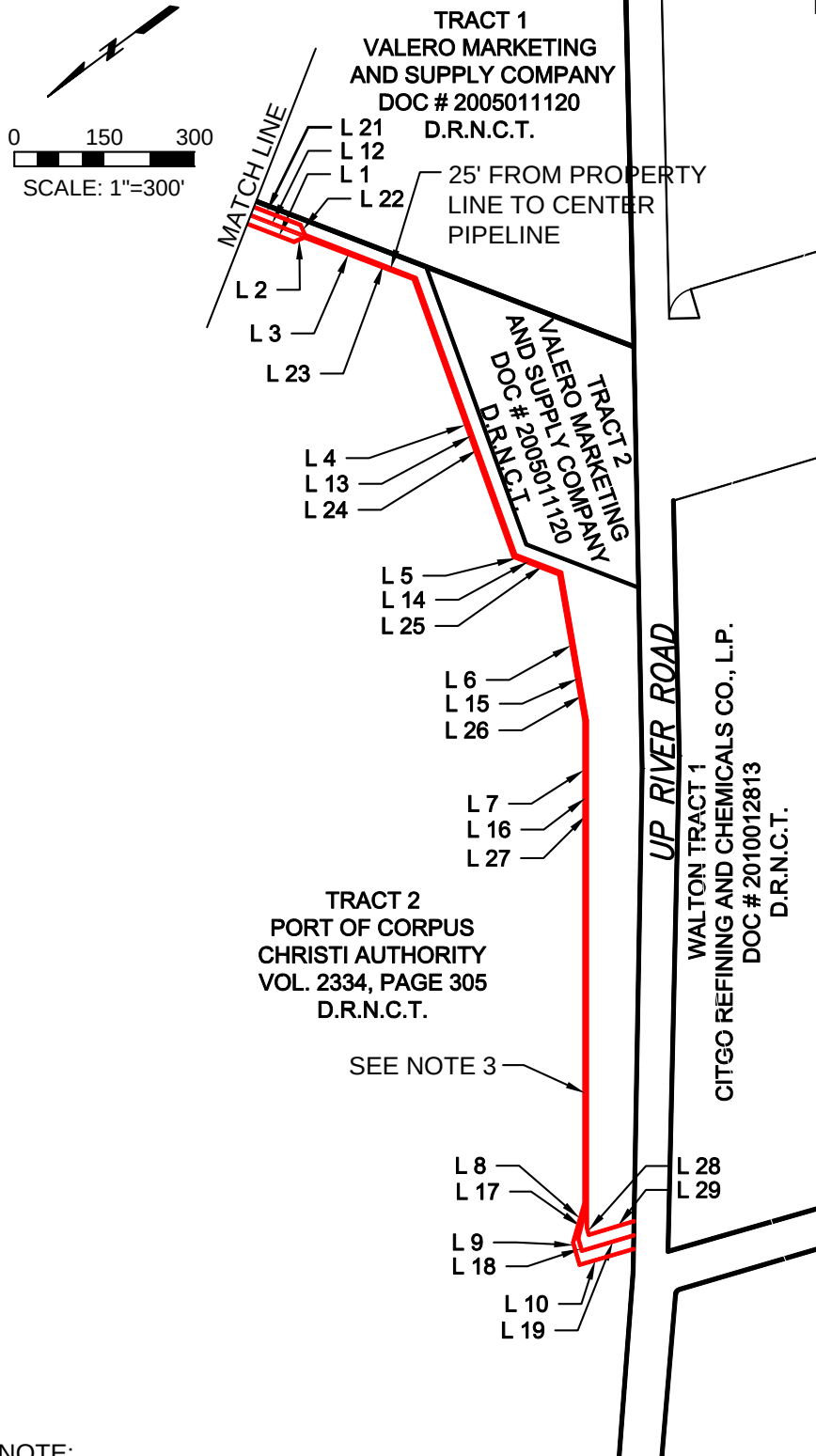
PIPELINE EASEMENT

BEING PART OF PORT OF CORPUS CHRISTI AUTHORITY
E. VILLAREAL, SUR, ABSTRACT NO. 1 IN THE
CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

Project No: 0140556
Book No:
Drawn by: FGI
Reviewed: SMJ
Date: 10-28-14

NU-8 1 OF 3

EXHIBIT B



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3. SEE THE "UPLAND OPEN TRENCH TYPICAL CROSS SECTION DRAWING" FOR TRENCH DETAIL.

PRELIMINARY
DATE: 10-28-2014



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FRISCO, TEXAS 75034
(214) 407-7354

PIPELINE EASEMENT

BEING PART OF PORT OF CORPUS CHRISTI AUTHORITY
E. VILLAREAL, SUR, ABSTRACT NO. 1 IN THE
CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

Project No: 0140556
Book No:
Drawn by: FGI
Reviewed: SMJ
Date: 10-28-14

NU-8 2 OF 3

LINE 7375 – 8" LINE DISTILLATE

ID	BEARING	DISTANCE	NORTHING	EASTING
POB			17189560.8499	1309835.7529
L1	S 36°21'22" W	2325.74	17187687.8214	1308457.0530
L2	S 08°38'38" E	18.54	17187669.4931	1308459.8393
L3	S 36°21'22" W	194.44	17187512.5143	1308345.1029
L4	S 85°28'27" W	490.65	17187474.1698	1307855.9495
L5	S 36°18'06" W	81.29	17187408.6912	1307807.7710
L6	N 84°23'05" W	246.61	17187432.2984	1307562.2891
L7	N 74°42'32" W	802.44	17187643.9365	1306788.2567
L8	N 58°50'46" W	68.08	17187679.1549	1306729.9982
L9	S 89°18'44" W	38.22	17187678.6962	1306691.7853
L10	S 00°57'56" E	93.61	17187658.1044	1306693.3624

EXHIBIT B

LINE 7375 – 8" LINE
DISTILLATE

4359.62 FT.
264.22 RODS

LINE 7370 – 12" LINE NAPHTHA

ID	BEARING	DISTANCE	NORTHING	EASTING
POB			17189554.2143	1309849.4940
L12	S 36°21'22" W	2537.52	17187510.6291	1308345.2507
L13	S 85°28'27" W	489.79	17187472.3522	1307856.9598
L14	S 36°18'06" W	81.50	17187406.7046	1307808.6569
L15	N 84°30'48" W	247.68	17187430.3856	1307562.1151
L16	N 74°42'28" W	815.03	17187645.3436	1306775.9404
L17	N 29°42'32" W	11.26	17187669.2142	1306734.9957
L18	N 59°45'29" W	47.39	17187668.9524	1306713.1851
L19	S 01°19'54" E	90.28	17187578.6923	1306715.2834

LINE 7370 – 12" LINE
NAPHTHA

4320.45 FT.
261.85 RODS

LINE 7365 – 12" LINE CONDENSATE

ID	BEARING	DISTANCE	NORTHING	EASTING
POB			17189547.5786	1309863.2351
L21	S 36°21'22" W	2331.36	17187670.0250	1308481.2044
L22	S 81°21'22" W	18.30	17187667.2752	1308463.1165
L23	S 36°21'22" W	197.56	17187508.6053	1308345.4093
L24	N 85°28'27" W	488.86	17187470.4010	1307858.0445
L25	N 36°18'16" W	81.73	17187404.5696	1307809.6063
L26	N 84°30'25" W	249.17	17187428.4217	1307561.5781
L27	N 74°42'28" W	843.34	17187650.8457	1306748.0994
L28	S 89°18'44" W	12.37	17187650.6972	1306735.7306
L29	S 01°31'45" E	78.63	17187572.0976	1306737.8288

LINE 7365 – 12" LINE
CONDENSATE

4301.32 FT.
260.69 RODS



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PIPELINE EASEMENT

BEING PART OF PORT OF CORPUS CHRISTI AUTHORITY
E. VILLAREAL, SUR, ABSTRACT NO. 1 IN THE
CITY OF CORPUS CHRISTI, NUECES CO., TEXAS

Project No: 0140556
Book No:
Drawn by: FGI
Reviewed: SMJ
Date: 10-28-14

NU-8 3 OF 3

DATE: December 9, 2014
FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 19-D

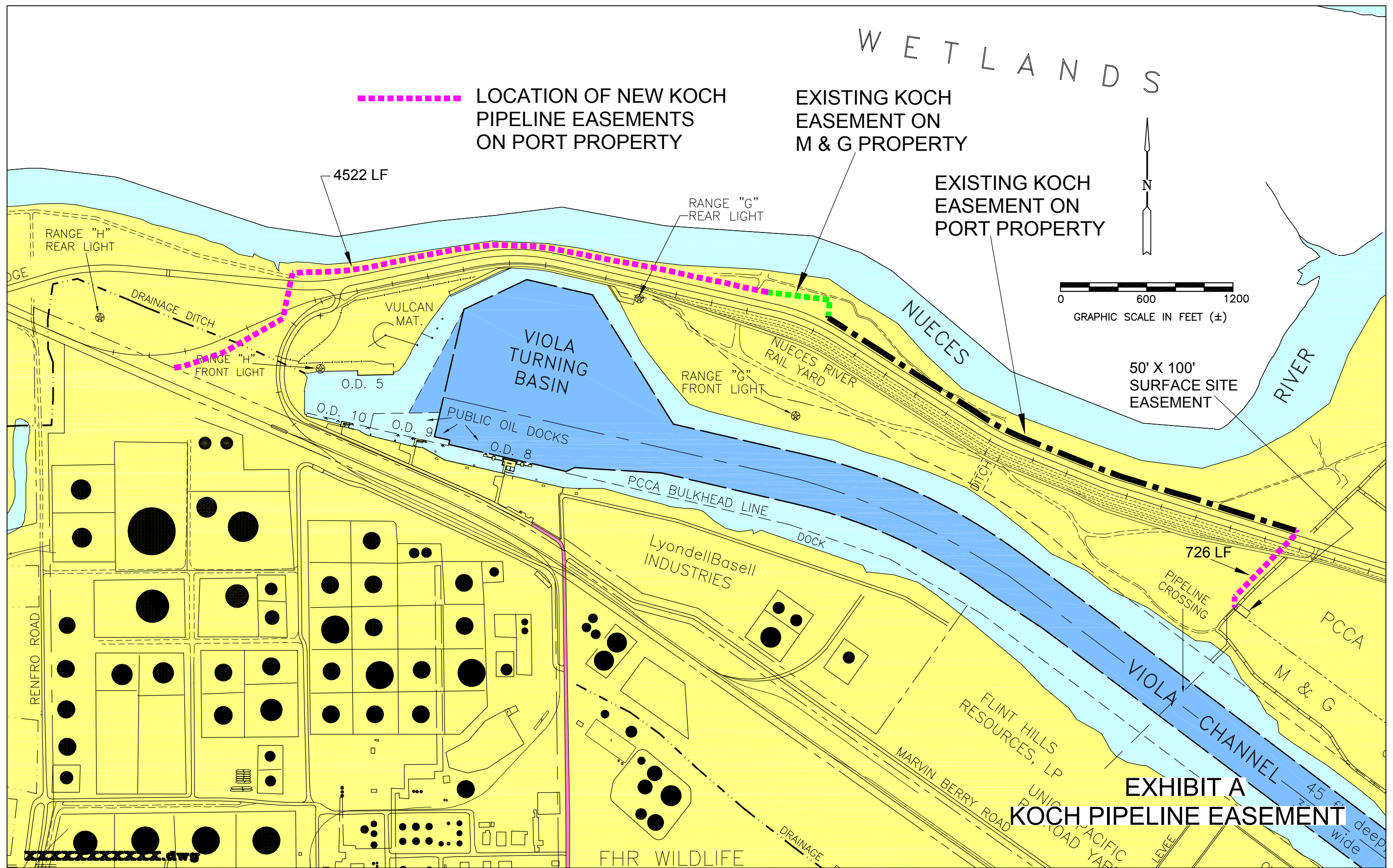
**Approve an Easement Agreement with Koch Pipeline for an
8-Inch Pipeline at the Viola Turning Basin**

Koch Pipeline Company, L.P, plans to construct and operate an 8–inch diameter pipeline to transport paraxylene from the Flint Hills Resources Corpus Christi, LLC, west refining complex to the M&G Resins USA, LLC, polymers plant being constructed on the north side of the Tule Lake Channel. The pipeline will consist of both newly constructed segments of pipe and a segment of existing pipe authorized under an easement originally granted to Koch Refining Company, L.P., by the Driscoll Foundation on June 2, 1997. The western segment will commence at the point of tie-in with the existing pipeline and follow a westerly course along the north side of the Joe Fulton Corridor and then the south side of the Fulton lead railroad track to tie into the Flint Hills west refinery. The eastern portion of the pipeline will commence at the existing pipeline located along the north side of the Joe Fulton Corridor and extend in a southerly direction across the corridor and the future Nueces River Rail Yard to a metering station located on PCCA-owned land leased by M&G. See attached exhibit.

Staff, in collaboration with PCCA counsel and representatives of Koch, has negotiated the attached Pipeline Easement Agreement authorizing the installation of the new pipeline segments crossing PCCA-owned lands. The fee for the first 10 years of the 30-year term, payable in advance, is \$20,245.64, based on 318.08 rods (approximately 5,248 feet) of pipeline right-of-way at \$63.65 per rod in accordance with the PCCA’s current Easement Fee Schedule A for pipelines over 8 inches but under 16 inches in outside diameter. For each succeeding 10-year period during the term of this easement, the fee will be subject to adjustment based on the PCCA’s fee schedule current at the time of adjustment.

Staff recommends approval of the attached Easement Agreement with Koch Pipeline Company, LP.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



PIPELINE EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF NUECES §

Port of Corpus Christi Authority of Nueces County, Texas, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") for good and valuable consideration as described below, and including the covenants and conditions herein made and provided to be kept and performed by Grantee, has **GRANTED AND CONVEYED** and by these presents does **GRANT AND CONVEY** to **Koch Pipeline Company, LP**, a Delaware limited partnership authorized to do business in Texas, whose principal address is 4111 East 37th St. North, Wichita, KS 67220, (hereinafter called "Grantee"), a right-of-way and easement (the "Pipeline Easement") on and through the Authority's land located in Nueces County, Texas, for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing one (1) pipeline (the "Pipeline") and one above ground surface site (the "Surface Site") for the uses herein set out upon, over and across the Pipeline Easement hereby granted. Except for above ground appurtenances expressly permitted to be installed on the Surface Site, Grantee shall not install any valves, equipment or appurtenances or erect any structures, poles, meters or lines on or above the surface of the Pipeline Easement, except for pipeline markers, and cathodic test leads which may only be installed at locations approved by Authority, or, where required by applicable law or regulations. Pipeline as used in this Agreement means one pipeline (in two separate, noncontiguous segments) described herein by number and size which will be placed in the Pipeline Easement. "Surface Site" as used in this Agreement means a single site approximately fifty feet by one-hundred feet (50' x 100') wide site to be used for the location of above and below ground appurtenances specifically described herein. The Pipeline and Surface Site shall be used for the transmission of Paraxylene. The Pipeline Easement described herein is described in two separate and distinct noncontiguous segments. Segment one of the Pipeline Easement is described and depicted in Exhibit "A" attached hereto and Segment two of the Pipeline Easement and Surface Site easement are described and depicted in Exhibit B attached hereto. That portion of the Pipeline Easement described and depicted in Exhibit "A" also describes and depicts a portion of an existing common area easement (the "Common Area") which will be shared in common with: (1) pipeline easement, now owned by Koch Pipeline Company, L.P. for one sixteen (16) inch diameter pipeline, dated November 19, 1980, originally by and between the Robert Driscoll and Julia Driscoll and Robert Driscoll, Jr. Foundation, et al (the "Foundation") to Sun Pipe Line Company, which easement is recorded in Volume 1769, Page 741 of the Deed Records of Nueces County, Texas; (2) pipeline easement, for one sixteen (16) inch diameter pipeline dated December 14, 2010, by and between Authority and Koch Pipeline Company, L.P.; (the "Renewal Easement") (3) pipeline easement, now owned by Flint Hills Resources Corpus Christi, LLC, for two pipelines, one not to exceed sixteen inches (16") in diameter and the other not to exceed twelve inches (12") in diameter, dated November 8, 1988, originally by and between the Authority and Koch Refining Company; and (4) pipeline easement, now owned by Flint Hills Resources Corpus Christi, LLC, for two pipelines, one not to exceed sixteen inches (16") in diameter and the other not to exceed twelve inches (12") in diameter, dated November 1, 1988 originally by and between the Foundation and Koch Refining company, which

easement is recorded in Volume 2177, Page 640 of the Deed Records of Nueces County, Texas. All of the pipeline easements described above, except for the Renewal Easement are subject to that certain Pipeline Easements Amendment dated June 8, 2004 by and between the Authority, Grantee and Flint Hills Resources, LP. The width of the Common Area shall remain as described in the Pipeline Easements Amendment referenced above at five feet (5') on each side of the centerline of the bundled pipelines currently existing within the Common Area. Grantee hereby consents to the location of the Pipeline within the boundaries of the Common Area Easement described in Exhibit A. **Flint Hills Resources Corpus Christi, LLC** and Grantee hereby agree that the Pipeline Easement will share in common a portion of the Common Area described in both the Pipeline Easements Amendment referenced above and the Renewal Easement. **M&G Resins USA, LLC** ("M&G") hereby consents to the grant of the Pipeline Easement Surface Site on the property it currently leases from Authority (the "M&G Leased Lands") and agrees to provide Grantee reasonable ingress to and egress from the Pipeline Easement Surface Site location across the M&G Leased Lands.

During the initial construction of the Pipeline, Grantee shall be permitted to utilize additional temporary working space alongside the Pipeline Easement as reasonably necessary and to the extent readily available.

After initial construction is complete the width of the Pipeline Easement, except for that portion of the Pipeline Easement within the boundaries of the Common Area or of the Surface Site, shall be limited to the width of the pipeline installed within the Pipeline Easement as shown on **Exhibits A and B**. During any subsequent maintenance, repair or removal of the Pipeline, Grantee shall be entitled to use additional temporary work space alongside the Pipeline Easement as reasonably necessary and to the extent readily available, to efficiently carry out such activities.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for thirty (30) years beginning on the 9th day of December, 2014, (the "Effective Date") and ending at midnight on the 8th day of December, 2044, subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land, and which covenants and conditions by its acceptance hereof Grantee covenants and agrees to keep and perform.

This Pipeline Easement is granted subject to the following:

A. Number and Size of Pipelines. The Pipeline shall not exceed the following nominal inside diameter as follows without the prior written approval of the Authority:

one (1) 8-inch pipeline in two separate non-contiguous segments.

B. Surface Site Permitted Appurtenances. Grantee may install the following above and/or below ground appurtenances within the boundaries of the Surface Site: Meters, valves, pig launcher and communications equipment, all to be used solely in connection with the operation of the Pipeline installed within the Pipeline Easement. Except for the appurtenances specifically

listed above, Grantee may not install any other appurtenances on the Surface Site, without the express written consent of Authority.

C. Fee. For the first ten (10) years of the term of this Agreement, Grantee will pay to the Authority a fee in the amount of **Twenty Thousand Two Hundred Forty Five and 64/100 Dollars (\$20,245.64)**, calculated based upon a total of 318.08 rods of pipeline Easement at a rate of \$63.65 per rod, payable in advance for the first ten (10) year period. During each succeeding ten (10) year period during the term of this easement, the annual fee will be as set by the Port Commissioners of the Authority based upon Authority's then current schedule for the fee for pipeline of the said pipeline diameter.

D. Access. The rights of ingress and egress to and from the Pipeline Easement shall be confined to routes designated by Authority from time to time. Notwithstanding anything to the contrary herein, Grantor is not required to provide access to the Surface Site and Grantee agrees to access the Surface Site solely by crossing the M&G Leased Lands. Grantee shall not have the right to cross Authority's adjacent land, store materials or equipment on Authority's adjacent land, or conduct any of Grantee's operations on Authority's adjacent land, unless the prior consent of the Authority is obtained in writing, which consent will not be unreasonably withheld, conditioned or delayed. Except in the case of an emergency, Grantee agrees to notify the Authority not less than forty eight (48) hours prior to Grantee's employees, agents or contractors entering upon the easement for construction, maintenance, repairs or other operations. In the case of an emergency, necessitating entry upon the easement by Grantee, its employees, agents or contractors without first giving at least forty eight (48) hours prior notice to Authority, Grantee agrees to notify the Authority of the nature and extent of any such emergency within twenty-four (24) hours after any such entry.

E. Construction, Maintenance and Use. A portion of segment two of the Pipeline Easement will cross under Authority's rail yard currently referred to as the Nueces River Rail Yard (hereinafter the "Rail Yard"). Grantee agrees to bore under the entirety of the Rail Yard at a depth of not less than eleven feet (11') from the surface of the ground. Grantee will prepare and submit to the Authority for approval, which approval will not be unreasonably withheld, detailed plans of its proposed bore under the Rail Yard, showing the route, depth of the Pipeline, as well as, the location of the bore entry and exit points (the "Rail Yard Bore Plans"). Deviations to the eleven foot (11') minimum bore depth under the Rail Yard will be considered upon written request detailing the need for any such deviation. The Rail Yard Bore Plans and any request to deviate from the minimum depth requirement shall submitted to the Director of Engineering Services of Authority (the "Director"), who may require reasonable modifications thereto before approving them. Notwithstanding the forgoing, the Director may withhold his consent to any deviation to the minimum depth requirement in his sole and absolute discretion.

Prior to commencement of construction of the Pipeline, Grantee will furnish Authority with a detailed set of plans for the construction of the Pipeline (the "Plans") for the Authority's approval, which approval shall not be unreasonably withheld. The Plans must be prepared in a standard engineering format and must be signed and sealed by a Professional Engineer registered in the State of Texas. The Plans for any Pipeline shall show the pipe grade, wall thickness and coating of the pipe

to be constructed and shall depict the location and the depth at which such Pipeline will be installed within the Pipeline Easement. The Plans shall also depict any surface features, including but not limited to, drainage ditches, culverts, roads, fixtures, appurtenances, pipelines or containment levees in the vicinity of the Pipeline Easement that may be affected by the construction activity during installation or maintenance of the Pipeline. The Plans shall be submitted to the Director, who may require reasonable modifications to the Plans before approving them. Additionally, prior to the installation of the Pipeline within the Pipeline Easement, Grantee shall furnish the Director “issued-for-construction” drawings for the Pipeline. Grantee shall construct and maintain the Pipeline in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same. Warning signs for the existence of the Pipeline that conform to Federal and State laws applicable to such warning signs will be posted at the required locations along the Pipeline Easement.

All backfill placed in the Pipeline Easement must be compacted so as to prevent settlement or erosion. Grantee shall bury the Pipeline to a safe depth as is or may be reasonably required by Authority as a result of the presence of, or construction on, or adjacent to, the areas within the Pipeline Easement of any levee, drainage ditch, road, railroad, pipeline, or pole line. In refilling any hole or ditch; Grantee must compact the subsoil to ninety-five percent (95%) of original compaction.

After any construction, repair or removal, Grantee shall compact, loosen, or otherwise condition the topsoil to the degree of compaction of non-disturbed topsoil so that there will be no settling or compaction of soil and so that the land disturbed will be the same level as the surrounding lands which will maintain drainage previous to such work and prevent erosion.

Grantee will immediately, notify the appropriate State and Federal agencies who regulate pipelines of the type in the Pipeline Easement, and no later than twenty-four (24) hours after discovery, notify Authority, of any visible or apparent contamination discovered in the Pipeline Easement during any maintenance or construction of the Pipeline.

Following completion of construction of the Pipeline, Grantee will immediately, notify the appropriate State and Federal agencies who regulate pipelines of the type in the Pipeline Easement, and no later than twenty-four (24) hours after discovery, notify Authority, of any visible or apparent contamination discovered in, on, under, or adjacent to the Pipeline Easement. If, during any maintenance or after completion of construction of the Pipeline, the contamination is coming from the Pipeline, then Grantee will immediately take all steps necessary to shut down the pipeline in the Pipeline Easement from which the contamination is coming, repair or replace the pipeline and restore the Pipeline Easement to the condition it was in prior to the discovery of the contamination. If the contamination is not coming from a pipeline in the Pipeline Easement, then Grantee and Authority shall cooperate to determine the source of the contamination and advise the appropriate State and Federal agencies of the occurrence.

Grantee's use of the Pipeline Easement herein granted and its operations in relation to it will at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local government.

Grantee shall furnish Authority, upon completion of the installation of the Pipeline, or any modification thereof, an as-built drawing of the location of the Pipeline and any modification.

Grantee shall be responsible for coordination of its construction and use in the Pipeline Easement with any other existing users and easement holders in or near the Pipeline Easement. Grantee shall promptly restore any portion of the right-of-way damaged by Grantee to its condition prior to such damage. All restoration work shall be appropriately tested at Grantee's expense. Authority shall be promptly notified in writing of the method used and results of all tests of any such restoration work.

F. Reservations and Exceptions. The easement herein granted shall be subject to any and all easements heretofore granted by Authority to other parties which is either of record in Nueces County or physically evident on the property. The Authority reserves the right to grant easements upon, over, under and across its property within the Pipeline Easement, and to grant rights of use, leases and easements above, below and on the surface of the Pipeline Easement, provided that such grants shall not materially interfere with the rights granted herein.

G. Indemnity/Waiver.

(a) As used in this Section G each of the following terms shall have the meanings set forth in this Section G (a):

(1) **“Beneficiary” means the intended recipient of the benefits of another party’s Indemnity, Waiver or obligation to Defend.**

(2) **“Claims” means all claims, damages (including actual, consequential, and punitive), losses, fines, penalties, liens, causes of action, suits, judgments, settlements and expenses [including court costs, attorney’s fees (including attorney’s fees in defending and/or settling a Claim and attorney’s fees to collect on this Indemnity), costs of investigation, and expert witnesses) of any nature, kind or description by, through or of any person or entity, including property loss or damage in, on, about or adjacent to the Pipeline Easement and right of way herein granted, bodily or personal injury, sickness, disease, and/or death (including bodily or personal injury and/or death of employees of an Indemnified Person or a Grantee Party).**

(3) **“Defend” means to oppose on behalf of another party a Claim in litigation, arbitration, mediation or other alternative dispute resolution proceeding and to pay all costs associated with the preparation or prosecution of such Defense.**

(4) **“Indemnify” means to protect and hold harmless a party from and against a potential Claim and/or to compensate a party for a Claim actually incurred.**

(5) **“Indemnified Persons” means the Authority, its Port Commissioners, directors, managers, employees and agents.**

(6) “Grantee Parties” means the Grantee, its agents, contractors, employees, owners, invitees, or licensees.

(7) “Waive” means to knowingly and voluntarily relinquish a right and/or to release another party from liability.

(b) Subject to the terms of this Section G, Grantee shall Defend and Indemnify the Indemnified Persons from and against all Claims resulting from, arising out of, or alleged to have arisen out of or resulted from, in whole or in part, any of the following matters (these Claims being referred to herein as the “Indemnified Claims”):

(1) The conduct of Grantee’s business on the easement and right of way herein granted;

(2) Grantee’s breach of the terms and conditions of this Agreement; and

(3) any act, omission, willful misconduct, strict liability, breach of warranty, express or implied, or violation of any laws, ordinances, rules, regulations, or codes, now or hereafter existing and applicable to Grantee and its operations under this Agreement, of or by any Grantee Party, including the sole, joint, concurrent, or comparative negligence of any Grantee Party in connection with or pertaining to this Agreement.

(c) Subject to the terms of subparagraph (d) below, the Indemnities, Waivers and obligation to Defend in this Section G. shall be enforced to the fullest extent permitted by applicable law for the benefit of the applicable Beneficiary thereof, regardless of any extraordinary shifting of risks, and even if the applicable Claim is caused by the joint, concurrent, or comparative negligence of such Beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Beneficiary; provided, however, that an Indemnity will not be enforced to the extent that a court of competent jurisdiction holds in a final judgment that the applicable Claim against a Beneficiary was caused by the willful misconduct or sole negligence of such Beneficiary.

(d) Notwithstanding anything to the contrary contained in this Section G, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence, causation, responsibility or fault of the Indemnified Persons and the Grantee Parties, then the Grantee’s obligation to the Indemnified Persons shall only extend to the percentage of the total responsibility of the Grantee Parties in contributing to such Indemnified Claim.

(e) In claims against any Indemnified Person by or for an employee of a Grantee Party, the Grantee’s indemnification obligation under this Section G shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee Party under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts. If an action for damages is brought by an injured employee of Grantee, a legal beneficiary, or an insurance carrier against an Indemnified Person liable to

pay damages for the injury or death of such employee under Chapter 417 (Third-Party Liability), Texas Labor Code, that results in a judgment against the Indemnified Person or a settlement by the Indemnified Person, Grantee expressly agrees to reimburse and hold harmless the Indemnified Person for the damages based on such judgment or settlement as provided in this Section G.

(f) Except as otherwise expressly limited in this Section G, it is the intent of the parties to this Agreement that all indemnity obligations and liabilities contracted for in this Agreement be without monetary limit and without regard to the cause or causes thereof (including pre-existing conditions on Authority's Property or as the result of an indemnification agreement with a third party), and will not be limited by damages paid under the Workers' Compensation Act. The indemnity contained in this Section G applies, without limitation, to any violation by a Grantee Party of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601 et seq; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq; the Clean Air Act and Amendments of 1990, 41 U.S.C. Section 7401 et seq; the Clean Water Act of 1977, 33 U.S.C. Section 1251 et seq; the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 et seq; the Toxic Substances Control Act, 15 U.S.C. Section 2606 the Texas Water Code; the Texas Solid Waste Disposal Act, Chapter 361, Texas Health and Safety Code; the Texas Clean Air Act, Chapter 382, Texas Health and Safety Code; the Oil Spill Prevention Act of 1991, Chapter 40, Texas Natural Resource Code, and Chapter 26, Texas Water Code; and the Texas Water Quality Act, Chapter 26, Texas Water Code; Authority's Tariffs, Rules and Regulations, and the Port of Corpus Christi Authority's Design and Construction Guidelines set forth in Authority's Real Estate Manual (collectively, "Environmental Laws, Rules and Regulations") in effect during the term of this Agreement and to the extent applicable to Grantee and its operations hereunder., and any and all matters arising out of any act, omission, event or circumstance existing or occurring during the term of this Agreement, regardless of whether the act, omission, event or circumstance constituted a violation of any of the Environmental Laws, Rules and Regulations at the time of its existence or occurrence.

(g) If any action or proceeding is brought against an Indemnified Person by reason of any Indemnified Claim described in this Section G, the Indemnified Person will be represented by its general counsel, or another attorney selected by the Indemnified Person and approved by Grantee, which approval will not be unreasonably withheld.

(h) If Grantee should fail or refuse, after prior written notice to Grantee that an Indemnified Person intends to make a settlement of an Indemnified Claim, to participate in the settlement of such Indemnified Claim, then the Indemnified Person may settle with the claimant without prejudice to the Indemnified Person's indemnity rights set forth herein, and a settlement after such notice to Grantee will constitute a settlement of the proportionate fault, including but not limited to negligence, of both Grantee and the Indemnified Person, which settlement may later be apportioned between Indemnified Person and Grantee.

(i) Grantee agrees to support its obligations to Indemnify and Defend the Indemnified Persons by the purchase of insurance, including contractually assumed liability coverage.

(j) To the fullest extent provided by this Section G, Grantee hereby Waives all Claims against the Indemnified Persons resulting from, arising out of, or alleged to have arisen out of or resulted from, in whole or in part, any of the Indemnified Claims.

H. Insurance.

Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance (“the Policies”) of the types and in the minimum amounts as follows:

(a) For all its employees engaged in performing work, workers' compensation required by the Texas Workers' Compensation Code, and Employer's Liability insurance with limits of at least \$500,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.

(b). Commercial General Liability (CGL) coverage with policy limits of \$6,000,000.00 per occurrence and \$7,000,000 general aggregate in the right of way and easement endorsed to cover contractual liability and Sudden and Accidental Pollution coverage.

(c) Business Auto Liability coverage for all owned and non-owned vehicles, with a policy limit of \$5,000,000 (Combined Single Limit.)

(d) Intentionally Deleted

(f) Pollution Legal Liability with limits of \$5,000,000.00 per occurrence and in the aggregate.

Authority shall be furnished, to the attention of Authority's Insurance Manager, prior to the commencement of any work by Grantee on the Pipeline Easement, as proof of the insurance required of Grantee a certificate or certificates of insurance (and the endorsements required in this paragraph shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be acceptable, in their form and content, to Authority. Each of the Policies will be endorsed to (a) (except for Workers' Compensation and Employee's Liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents as an additional insured (b) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice to Authority, Attention: Insurance Manager, and (c) provide that notwithstanding any language in any policy of insurance held by Authority (“Authority Insurance”) to the effect that the Authority Insurance is primary, the policy or policies held by Grantee are primary coverage and the Authority Insurance is non-contributory so that Authority Insurance will not share with the Policies.

In addition the Policies shall be endorsed to provide as follows (or an ISO form endorsement containing the equivalent wording may be used): "Underwriters or the company or companies issuing this policy agree that, if the named insured is required, by written contract, to name any other person, firm or organization as an additional insured on this policy for claims arising out of acts, or the failure to act, by the named insured, then such other person, firm or organization shall automatically be deemed to be an additional insured under this policy without any further action, but only to the extent required under said written contract." Grantee shall deliver to Authority certificates of insurance at least thirty (30) days prior to the expiration date of each of the Policies. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A: VI. If Grantee neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Authority may procure such insurance at Grantee's expense, and Authority is entitled to reimbursement from Grantee for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date Grantee receives Authority's notice of payment until reimbursement.

I. Waiver of Subrogation

Grantee agrees that all insurance policies required herein shall include full Waivers of Subrogation in favor of Authority. Grantee agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of this Agreement written notice of the terms of the waiver set forth in this Section, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Grantee will provide to Authority a copy of said endorsement or endorsements or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver.

J. Assignment. The rights herein granted may not be assigned without the prior written consent of the Authority, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, Authority consents to assignment of this Agreement to any corporation or other entity which is an affiliate of, and controlled by, Grantee. An affiliate, as used herein, is a person or entity which is controlled by or the controlling interest of which is owned by the same persons or entities controlling Grantee. This Pipeline Easement shall be deemed a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment by Grantee shall not relieve Grantee from liability for the performance of the covenants and indemnities hereof.

K. Termination. This Agreement and all rights to use and occupy the Pipeline Easement shall terminate if: (a) Grantee provides Authority with ninety (90) days notice to terminate or (b) if Grantee fails to exercise the rights granted herein for a period of forty-eight (48) consecutive months during the Term of this Pipeline Easement or if Grantee shall at any time expressly abandon this Pipeline Easement for the use of the same for the purposes herein granted. This Pipeline Easement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate upon breach by Grantee of any of the conditions hereof and the failure of Grantee to remedy the same

within ninety (90) days after Grantee's receipt of written notice from the Authority so to do. Grantee agrees it will within ninety (90) days after the termination of this Pipeline Easement remove the Pipeline and all other equipment, facilities or appurtenances existing in the Pipeline Easement and restore the land in the Pipeline Easement to substantially the same condition in which same existed prior to the existence of the Pipeline, equipment, facilities and appurtenances. In the event Grantee fails to remove the said Pipeline, equipment, facilities and appurtenances within the above-described time period, Authority may either declare the termination of Grantee's interest in the Pipeline, equipment, facilities and appurtenances and all of Grantee's interest therein shall thereupon terminate, or the Authority may cause the Pipeline, equipment, facilities and appurtenances, or any part thereof, to be removed and disposed of, and the lands of the Authority restored, all at the cost of Grantee. In the event of a breach of the requirements of Section M ("Compliance with Authority Security Requirements"), this easement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate in the event Grantee fails to remedy the same within ten (10) days after Grantee's receipt of written notice from the Authority of such breach.

L. Relocation. The Authority may require Grantee to remove, lower or relocate the Pipeline, equipment, facilities and appurtenances situated in the aforesaid Pipeline Easement in the event the same materially interferes with or will materially interfere with: (1) the development of Authority's lands; (2) any facility, facility modification, or proposed facility of Authority, Authority Lessee or Authority Franchisee; (3) any road or proposed road; or (4) any operation or proposed operation of Authority, Authority Lessee or Authority Franchisee; The Authority may also require Grantee to remove, lower or relocate the Pipeline, equipment, facilities and appurtenances situated in the aforesaid Pipeline Easement in the event the same materially interferes with or will materially interfere with any railroad or proposed railroad under which the Pipeline pass. In the event Authority requires Grantee to remove, lower or relocate pursuant to the provisions of this paragraph, the cost of such removal, lowering or relocation shall be paid solely by Grantee; and in such event, Authority will use its best efforts to provide Grantee with an alternate Pipeline Easement on Authority's land at no additional cost to Grantee; provided, however, Authority shall not be required to provide the alternate easement.

M. Compliance with Authority Security Requirements. Grantee, its employees, agents, representatives and subcontractors shall at all times comply with all Authority mandated security requirements and regulations pertaining to the Pipeline Easement and right of way location and access thereto, regardless of whether now existing or hereinafter imposed, pursuant to Authority's Tariffs (the "Security Measures"). Failure to comply with Authority's Security Measures will be grounds for terminating this Agreement as described in Paragraph J above. Authority's Security Measures applicable to the Pipeline Easement and right of way can be ascertained by contacting the Authority's Police Department.

N. Notice. All notices, demands, or requests from Grantee to Authority shall be given to Authority, Attention: Executive Director, P.O. Box 1541, Corpus Christi, Texas 78403, or at such other address as Authority shall request in writing. All notices, demands, or requests from Authority to Grantee shall be given to Grantee at 8606 IH 37, Corpus Christi, TX 78409, Attention Michelle Dillon, or at such other address as Grantee shall request in writing.

The execution of this Agreement shall be conclusive of the agreement of Grantee to all of the terms and conditions hereof, whereupon this easement and all of its provisions shall extend to and be binding upon the legal representatives, successors and assigns of Grantee and Authority, respectively.

[Signatures contained on next page]

WITNESS this _____ day of _____, 2014.

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**

By: _____

John P. LaRue
Executive Director

“Authority”

KOCH PIPELINE COMPANY, L.P.

**By: KOCH PIPELINE COMPANY, LLC,
its General Partner**

By: _____

Larry Van Horn
Vice President

"Grantee"

FLINT HILLS RESOURCES CORPUS CHRISTI, LLC

By: _____

David Dotson
Vice President

“Flint Hills”

M&G RESINS USA, LLC

By: _____

Mauro Fenoglio, Vice President

“M&G”

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of _____, 2014, by JOHN P. LaRUE, Executive Director of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2014, by Larry Van Horn, Vice President, of Koch Pipeline Company, LLC, general partner of Koch Pipeline Company, L.P. acting on behalf of said limited partnership.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2014, by David Dotson, Vice President, of Flint Hills Resources Corpus Christi, LLC acting on behalf of said limited liability company.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2014,
by Mauro Fenoglio, Vice President of M& G Resins USA, LLC, on behalf of said limited liability
company.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A

NUECES COUNTY, TEXAS

W.S. MCGREGOR SURVEY NO. 582 A-1000
W.S. MCGREGOR SURVEY NO. 583 A-1001

LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	177.29'	N78°35'21"W
L2	123.77'	N76°10'25"W
L3	111.32'	N78°41'43"W
L4	121.52'	N78°30'54"W
L5	178.36'	N76°52'37"W
L6	141.02'	N79°10'34"W
L7	120.63'	N78°47'44"W
L8	113.47'	N81°13'55"W
L9	114.70'	N78°11'36"W
L10	107.49'	N79°11'33"W
L11	260.07'	N79°10'35"W
L12	104.87'	N84°31'38"W
L13	119.52'	N88°05'49"W
L14	141.72'	N87°33'02"W
L15	179.05'	S83°45'28"W
L16	90.56'	S81°22'14"W
L17	76.79'	S80°53'25"W
L18	173.13'	S78°59'12"W
L19	124.31'	S77°27'39"W
L20	127.77'	S78°24'24"W
L21	124.35'	S77°35'52"W
L22	171.69'	S82°11'50"W
L23	159.72'	S86°59'11"W
L24	112.28'	S89°30'31"W
L25	87.09'	S85°05'44"W
L26	322.06'	S11°56'52"W
L27	473.98'	S60°09'10"W
L28	294.26'	S70°57'12"W
L29	69.09'	S80°05'26"W

NOTE:

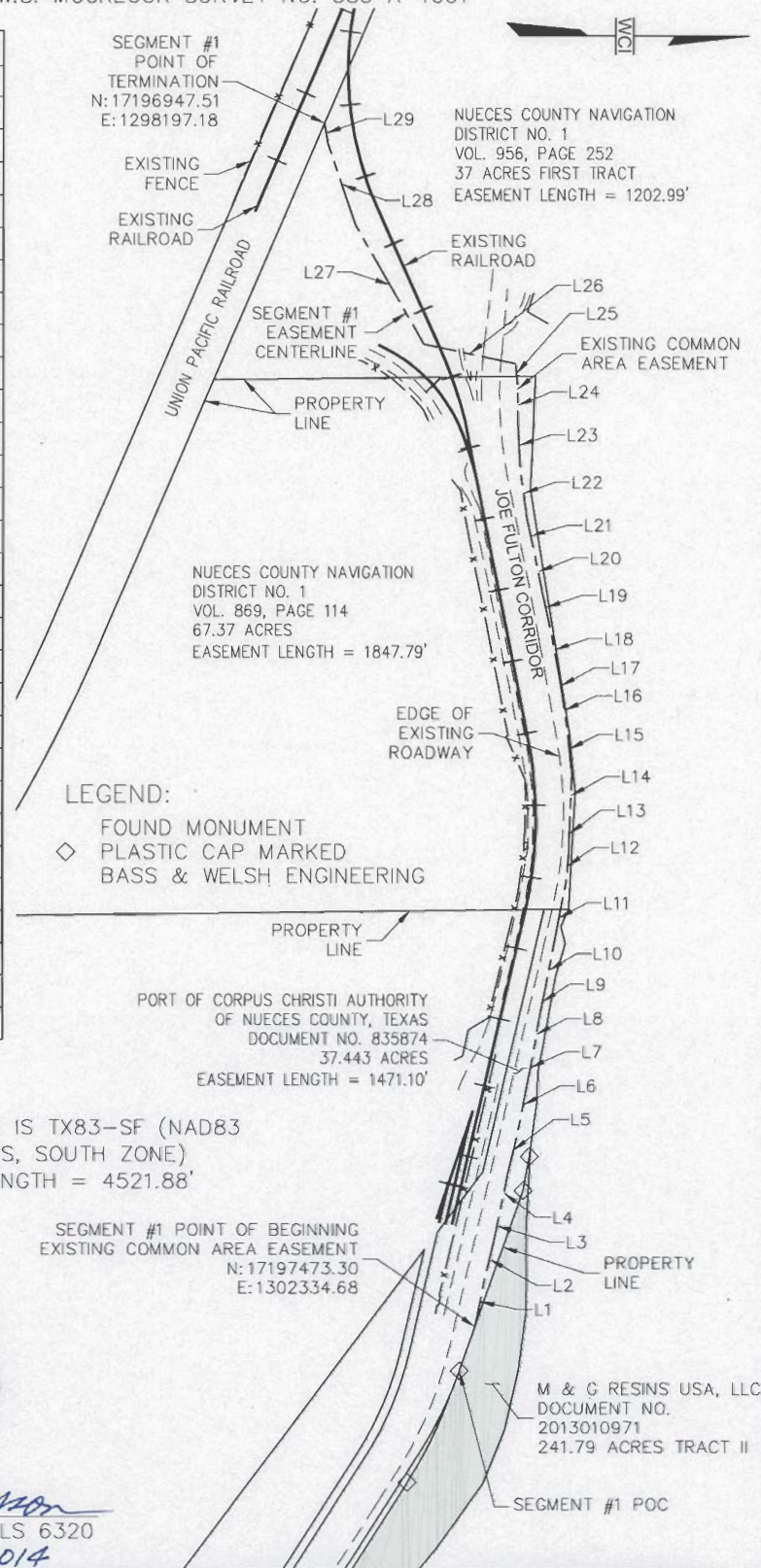
- COORDINATE SYSTEM IS TX83-SF (NAD83 TEXAS STATE PLANES, SOUTH ZONE)
- TOTAL EASEMENT LENGTH = 4521.88'



Gregory Thompson
GREGORY THOMPSON RPLS 6320
12/2/2014

SEGMENT #1 POINT OF BEGINNING
EXISTING COMMON AREA EASEMENT
N:17197473.30
E:1302334.68

LEGEND:
◇ FOUND MONUMENT
◇ PLASTIC CAP MARKED
BASS & WELSH ENGINEERING



				WILSON & COMPANY ENGINEERS & ARCHITECTS		K KOCH KOCH PIPELINE COMPANY, L.P.	
				DWN. BY: NWK DATE: 12/2/2014 CHK. BY: GLT 12/2/2014 PROJ. ENGR: PROJ. MGR:		SEGMENT #1 EASEMENT NUECES COUNTY NAVIGATION DISTRICT NO. 1 K/N/A PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS EASEMENT	
				CLIENT APP:		SCALE: 1" = 500' SHIT. NO: REV: 0	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D		

Exhibit "A"

Legal Description

Port of Corpus Christi Authority of Nueces County, Segment 1

State of Texas

County of Nueces

Being a 0.078 acre tract of land, located in W.S. McGregor Survey 582, Abstract A-1000 and W.S. McGregor Survey 583, Abstract A-1001 and out of tracts recorded in Volume 956, Page 252, Volume 869, Page 114 and in Document No. 835874 of the Official Public Records of Nueces County, Texas, being more particularly described as a 0.75 feet wide strip of land, 0.375 feet each side, of the centerline described as follows;

Commencing at a found bar with cap stamped Bass & Welsh Engineering on the Southerly property line of M & G Resins LLC, as described as 241.79 acre Tract II, in Document No. 201301971 as recorded in the Official Public Records of Nueces County, Texas having Texas State Plane NAD 83, Texas South Zone coordinate of N:17,197,419.78 E:1,302,487.46, from which another found bar with cap stamped Bass & Welsh Engineering on said Southerly property line bears N 70°41'43" W a distance of 660.00 feet;

Thence N 70°41'43" W , along said Southerly property line, a distance of 161.88 feet to the Point of Beginning having Texas State Plane NAD 83, Texas South Zone coordinate of N:17,197,473.30 E:1,302,334.68;

Thence N 78° 35' 21" W a distance of 177.29 feet;

Thence N 76° 10' 25" W a distance of 123.77 feet;

Thence N 78° 41' 43" W a distance of 111.32 feet;

Thence N 78° 30' 54" W a distance of 121.52 feet;

Thence N 76° 52' 37" W a distance of 178.36 feet;

Thence N 79° 10' 34" W a distance of 141.02 feet;

Thence N 78° 47' 44" W a distance of 120.63 feet;

Thence N 81° 13' 55" W a distance of 113.47 feet;

Thence N 78° 11' 36" W a distance of 114.70 feet;

Thence N 79° 11' 33" W a distance of 107.49 feet;

Thence N 79° 10' 35" W a distance of 260.07 feet;

Thence N 84° 31' 38" W a distance of 104.87 feet;

Thence N 88° 05' 49" W a distance of 119.52 feet;

Thence N 87° 33' 02" W a distance of 141.72 feet;

Thence S 83° 45' 28" W a distance of 179.05 feet;

Thence S 81° 22' 14" W a distance of 90.56 feet;

Thence S 80° 53' 25" W a distance of 76.79 feet;

Thence S 78° 59' 12" W a distance of 173.13 feet;

Thence S 77° 27' 39" W a distance of 124.31 feet;

Thence S 78° 24' 24" W a distance of 127.77 feet;

Thence S 77° 35' 52" W a distance of 124.35 feet;

Thence S 82° 11' 50" W a distance of 171.69 feet;

Thence S 86° 59' 11" W a distance of 159.72 feet;

Thence S 89° 30' 31" W a distance of 112.28 feet;

Thence S 85° 05' 44" W a distance of 87.09 feet;

Thence S 11° 56' 52" W a distance of 322.06 feet;

Thence S 60° 09' 10" W a distance of 473.98 feet;

Thence S 70° 57' 12" W a distance of 294.26 feet;

Thence S 80° 05' 26" W a distance of 69.09 feet to a point on the Northerly right of way line of the Union Pacific Railroad, said point being the Point of Termination having Texas State Plane NAD 83, Texas South Zone coordinate of N:17,196,947.51 E:1,298,197.18;

Containing 3,391 square feet, 0.078 acres, more or less.



Gregory Thompson

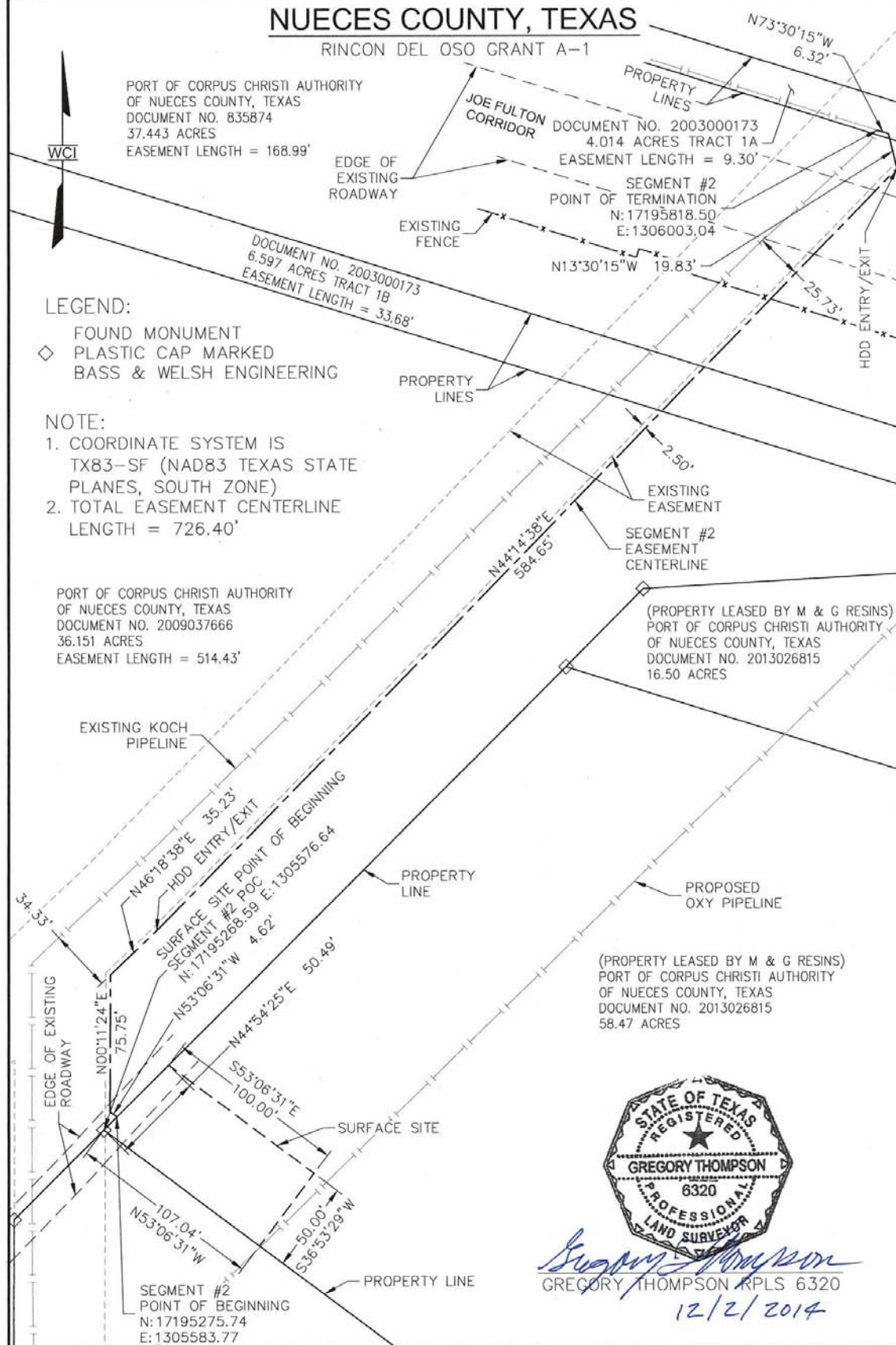
12/2/2014

Gregory Thompson RPLS 6320

EXHIBIT B

NUECES COUNTY, TEXAS

RINCON DEL OSO GRANT A-1



Gregory Thompson
GREGORY THOMPSON RPLS 6320
12/2/2014

				WILSON & COMPANY ENGINEERS & ARCHITECTS		KOCH KOCH PIPELINE COMPANY, L.P.	
				DWN. BY: NWK	DATE: 12/2/2014	SEGMENT #2 EASEMENT AND SURFACE SITE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS EASEMENTS	
				CHK. BY: GLT	DATE: 12/2/2014		
				PROJ. ENGR:			
				PROJ. MGR:			
				CLIENT APP:		SCALE: 1" = 65'	SHT. NO: 0
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D		

Exhibit "B"

Legal Description

Port of Corpus Christi Authority of Nueces County, Segment 2

State of Texas

County of Nueces

Being a 0.0125 acre tract of land, located in Rincon Del Oso Grant Abstract A-1 and out of a 36.151 acre tract recorded in Document No. 2009037666 of the Official Public Records of Nueces County, Texas, being more particularly described as a 0.75 feet wide strip of land, 0.375 feet each side, of the centerline described as follows;

Commencing at a found bar with cap stamped Bass & Welsh Engineering at a corner of said 36.151 acre tract which is also the Southwesterly corner of a 58.47 acre Tract B recorded in Document No. 2013026815 of the Official Public Records of Nueces County, Texas having Texas State Plane NAD 83, Texas South Zone coordinate of N: 17,195,268.59 E: 1,305,576.64, from which the Northwesterly corner of said Tract B, a found bar with cap stamped Bass & Welsh Engineering bears N 44°54'25" E a distance of 360.48 feet;

Thence N 44°54'25" E, along The Westerly line of said 58.47 acre Tract B, a distance of 10.10 feet to the Point of Beginning having Texas State Plane NAD 83, Texas South Zone coordinate of N:17,195,275.74 E:1,305,583.77;

Thence N 53° 06' 31" W a distance of 4.62 feet;

Thence N 00° 11' 24" E a distance of 75.75 feet;

Thence N 46° 18' 38" E a distance of 35.23 feet;

Thence N 44° 14' 38" E a distance of 584.65 feet;

Thence N 13° 30' 15" W a distance of 19.83 feet;

Thence N 73° 30' 15" W a distance of 6.32 feet to the Point of Termination at an existing 8" pipeline, having Texas State Plane NAD 83, Texas South Zone coordinate of N:17,195,818.50 E:1,306,003.04;

Containing 545 square feet, 0.0125 acres, more or less.



Gregory Thompson

12/2/2014

Gregory Thompson RPLS 6320

Exhibit "B"

Legal Description

Port of Corpus Christi Authority of Nueces County, Surface Site

State of Texas

County of Nueces

Being a 0.12 acre tract of land, located in Rincon Del Oso Grant Abstract A-1 and out of a 58.47 acre Tract B recorded in Document No. 2013026815 of the Official Public Records of Nueces County, Texas, being more particularly described as follows;

Beginning at a found bar with cap stamped Bass & Welsh Engineering at the Southwesterly corner of said Tract B having Texas State Plane NAD 83, Texas South Zone coordinate of N: 17,195,268.59 E: 1,305,576.64, from which the Northwesterly corner of said Tract B, a found bar with cap stamped Bass & Welsh Engineering bears N 44°54'25" E a distance of 360.48 feet;

Thence N 44° 54' 25" E along the Westerly line of said Tract B, a distance of 50.49 feet;

Thence S 53° 06' 31" E a distance of 100.00 feet;

Thence S 36° 53' 29" W a distance of 50.00 feet to a point on the Southerly line of said Tract B;

Thence N 53° 06' 31" W along said Southerly line, a distance of 107.04 feet to the Point of Beginning.

Containing 5,176 square feet, 0.12 acres, more or less.



Gregory Thompson

12/2/2014

Gregory Thompson RPLS 6320

DATE: December 9, 2014

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

AGENDA ITEM NO. 19-E

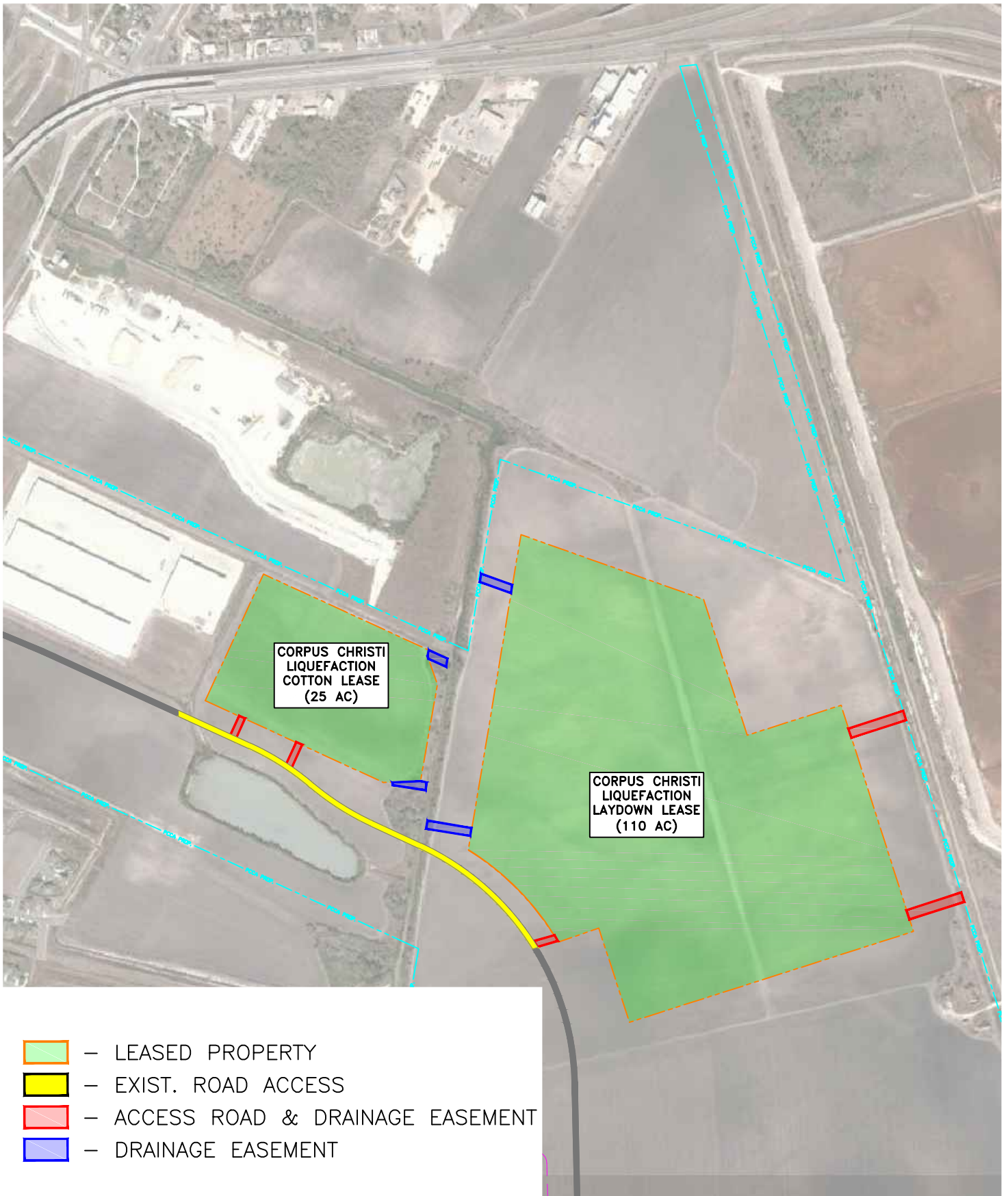
Approve First Amended and Restated Leased Property Access Agreement with Corpus Christi Liquefaction, LLC to modify existing access easement areas and to add drainage easement areas on the PCCA's La Quinta property

On August 12, 2014, the Port Commission approved a Leased Property Access Easement with Corpus Christi Liquefaction, LLC, (CCL) for vehicular, truck, and construction equipment ingress and egress to and from a 110-acre tract of land and a 25-acre tract of land that CCL currently leases from the PCCA at the La Quinta Trade Gateway Terminal site. CCL plans to utilize both tracts of land as temporary construction laydown areas during the building of their planned \$11 million LNG plant and terminal to be located along the north shoreline of the La Quinta Channel. Now that CCL is further along in the process of designing the laydown areas, CCL's engineers have identified the need for additional easements to cross PCCA property to accommodate drainage features to convey storm water from the laydown areas to the adjacent La Quinta and Green Lake drainage ditches. See attached exhibit.

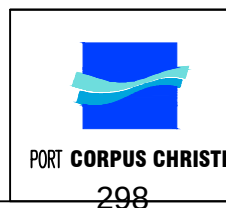
Staff has no objection to the proposed location of any of the drainage easement areas and has requested PCCA counsel to prepare an amendment to the existing Leased Property Access Agreement to expand the scope of the agreement to also permit the use of the PCCA lands located adjacent to the temporary construction laydown areas for drainage purposes. Because these drainage easement areas are necessary in order for CCL to use the temporary construction laydown areas for the intended purposes stated in each respective lease, this amendment agreement will be granted at no additional cost to CCL.

Staff recommends approval of the attached First Amended and Restated Leased Property Access Agreement with Corpus Christi Liquefaction, LLC.

LEAD CONTACT: David L. Krams, P.E.; 361-885-6134; krams@pocca.com.



0 800' 1600'



PORT OF CORPUS CHRISTI AUTHORITY

CORPUS CHRISTI LIQUEFACTION
AMENDMENT TO ACCESS EASEMENT

SCALE: 1:800
DWN. BY: BEN V

EXHIBIT "A"

DATE: 2014/12/03
TIME: 16:42:42

**FIRST AMENDED AND RESTATED
LEASED PROPERTY ACCESS AGREEMENT**

This **FIRST AMENDED AND RESTATED LEASED PROPERTY ACCESS AGREEMENT** ("**Agreement**") is made of December 9, 2014 but effective as of August 4, 2014 ("**Effective Date**") by and between **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, pursuant to authorization by its Port Commissioners (sometimes hereinafter called "**Authority**"), and **CORPUS CHRISTI LIQUEFACTION, LLC**, a Delaware limited liability company, whose principal address is 700 Milam Street, Suite 800, Houston, Texas 77002 (sometimes hereinafter called "**Grantee**"). This Amendment includes all Exhibits hereto. Authority and Grantee are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Authority and Grantee entered into a Leased Property Access Agreement dated August 14, 2014 ("**Original Agreement**"), with respect to certain property in San Patricio County, Texas, which Grantee is leasing from the Authority; and

WHEREAS, Authority and Grantee now wish to amend and restate the Original Agreement to expand the scope of the Original Agreement as provided in this Agreement; and

WHEREAS, it is the intent of Authority and Grantee that this Agreement shall replace the Original Agreement in its entirety and that this document will serve as the only agreement between the Parties with respect to the subject matter of this Agreement; and

WHEREAS, Authority owns all that certain tract of land containing 930.28 acres, more or less, out of an original tract containing 2496.66 acres, more or less, in San Patricio County, Texas, out of the Geronimo Valdez Survey, Abstract 269, John Garreghty Survey, Abstract 139, the T. T. Williamson Surveys, Abstract Nos. 284, 285, 286, 287, 288 & 289, said 930.28-acre tract being referred to herein as "**Tract II**" and being the same as Tract II conveyed to the Authority by Land Ventures, Inc., and El Paso Development Company by the La Quinta Property Deed; and

WHEREAS, pursuant to that certain Lease Agreement dated March 11, 2014 (the "**Cotton Lease**"), Authority leased to Grantee out of Tract No. 1 that certain tract of approximately 25.02 acres of land, more or less, in San Patricio County, Texas, more particularly depicted on **Exhibit "A"** and described on **Exhibit "B"**, each attached hereto and incorporated herein by reference for all purposes (the "**Cotton Lease Property**"); and

WHEREAS, pursuant to that certain Lease Agreement dated January 8, 2013, as amended by amendment dated December 1, 2013 (the "**Laydown Lease**"), Authority leased to Grantee out of Tract II that certain tract of approximately 110 acres of land, more or less, in San Patricio County, Texas, more particularly described on **Exhibit "C"** and depicted on **Exhibit "D"**, each attached hereto and incorporated herein by reference for all purposes (the "**Laydown Lease Property**"); (the Cotton Lease Property and the Laydown Lease Property sometimes collectively called the "**Leased Property**"); and

WHEREAS, pursuant to that certain Lease Agreement dated May 1, 2013, as amended by amendments dated December 1, 2013, and April 8, 2014, Authority leased to **voestalpine Texas Holding LLC** ("**VTH**") portions of Tract II, including that certain tract of approximately 339.78 acres of land, more or less, in San Patricio County, Texas, depicted on **Exhibit "F"** attached hereto and incorporated herein by reference for all purposes (the "**VTH Lease Property**"); and

WHEREAS, the Authority has constructed a private common area road on Tract No. 1 and Tract II known as the "**La Quinta Terminal Road**" which intersects with US Highway 181; and

WHEREAS, the location of a portion of the La Quinta Terminal Road is depicted on **Exhibit "E"** attached hereto; and

WHEREAS, Authority and Grantee are desirous of creating and maintaining a non-exclusive easement and right-of-way for the free and uninterrupted use of access for vehicular, truck and construction equipment ingress and egress to and from the Leased Property specifically over and through the La Quinta Terminal Road between US Highway 181 and the Leased Property as depicted on **Exhibit "E"** attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Authority and Grantee are desirous of creating and maintaining two (2) non-exclusive easements and right-of-ways for the free and uninterrupted access for vehicular, truck and construction equipment ingress and egress between the La Quinta Terminal Road and the Cotton Lease Property via two (2) roads; and

WHEREAS, Authority and Grantee are desirous of creating and maintaining one (1) non-exclusive easement and right-of-way for the free and uninterrupted access for vehicular, truck and construction equipment ingress and egress between the La Quinta Terminal Road and the Laydown Lease Property via one (1) road; and

WHEREAS, Authority and Grantee are desirous of creating and maintaining two (2) non-exclusive easements and right-of-ways for the free and uninterrupted access for vehicular, truck and construction equipment ingress and egress between the eastern border of the Laydown Lease Property and the eastern boundary of Authority's property (i.e., Tract II) via two (2) roads;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the Cotton Lease, the Laydown Lease, and other good and valuable consideration, in hand paid by Grantee, and the above premises, Authority and Grantee hereby agree as follows:

1. Recitals and Definitions. The recitals set forth above are hereby incorporated by reference. Capitalized terms in this Agreement which are not defined in this Section 1 are defined in the text of this Agreement. Except as provided in preceding sentence or unless the context requires otherwise, capitalized terms in this Agreement shall have the meanings given them in this Section 1.

“Access Easement Area 2” means the surface estate of that certain strip of land in San Patricio County, Texas, between the Cotton Lease Property and the La Quinta Terminal Road, which is forty (40) feet in width and contains 0.11 acres, more or less, and which is described as Easement Area 2 (Access Road) on the map attached hereto as **Exhibit “E”**.

“Access Easement Area 3” means the surface estate of that certain strip of land in San Patricio County, Texas, out of Tract No. 1 between the Cotton Lease Property and the La Quinta Terminal Road, which is forty (40) feet in width and contains 0.13 acres, more or less, and which is described as Easement Area 3 (Access Road) on the map attached hereto as **Exhibit “E”**.

“Access Easement Area 4” means the surface estate of that certain strip of land in San Patricio County, Texas, out of Tract II between the Laydown Lease Property and the La Quinta Terminal Road, which is forty (40) feet in width and contains 0.12 acres, more or less, and which is described as Easement Area 4 on the map attached hereto as **Exhibit “E”**.

“Access and Drainage Easement Area 5” means the surface estate of that certain strip of land in San Patricio County, Texas, out of Tract II between the Laydown Lease Property and the eastern boundary of Tract II which is sixty (60) feet in width and contains 0.49 acres, more or less, and which is described as Easement Area 5 (Access Road & Drainage) on the map attached hereto as **Exhibit “E”**.

“Access and Drainage Easement Area 6” means the surface estate of that certain strip of land in San Patricio County, Texas, out of Tract II between the Laydown Lease Property and the eastern boundary of Tract II, which is sixty (60) feet in width and contains 0.49 acres, more or less, and which is described as Easement Area 6 (Access Road & Drainage) on the map attached hereto as **Exhibit “E”**.

“Access Easement Areas” means Access Easement Area 2, Access Easement Area 3, Access Easement Area 4, Access and Drainage Easement Area 5, and Access and Drainage Easement Area 6, collectively.

“Access and Drainage Easement Areas” means Access and Drainage Easement Area 5, and Access Easement and Drainage Area 6, collectively.

“Drainage Easement Area 7” means the surface estate of that certain strip of land in San Patricio County, Texas, out of Tract II between the Laydown Lease Property and the eastern boundary of the Green Lake Drainage Ditch, which is twenty (20) feet in width and contains 0.31 acres, more or less, and which is described as Easement Area 7 (Drainage) on the map attached hereto as **Exhibit “E”**.

“Drainage Easement Area 8” means the surface estate of that certain strip of land in San Patricio County, Texas, out of Tract II between the Laydown Lease Property and the eastern boundary of the Green Lake Drainage Ditch, which is twenty (20) feet in width and contains 0.31 acres, more or less, and which is described as Easement Area 8 (Drainage) on the map attached hereto as **Exhibit “E”**.

“Drainage Easement Area 9” means the surface estate of that certain strip of land in San Patricio County, Texas, out of Tract I between the Cotton Lease Property and the western

boundary of the Green Lake Drainage Ditch, which is twenty (20) feet in width and contains 0.14 acres, more or less, and which is described as Easement Area 9 (Drainage) on the map attached hereto as **Exhibit “E”**.

“Drainage Easement Area 10” means the surface estate of that certain strip of land in San Patricio County, Texas, out of Tract I between the Cotton Lease Property and the western boundary of the Green Lake Drainage Ditch, which is twenty (20) feet in width and contains 0.18 acres, more or less, and which is described as Drainage Easement Area 10 on the map attached hereto as **Exhibit “E”**.

“Drainage Easement Areas” means Access and Drainage Easement Area 5, Access and Drainage Easement Area 6, Drainage Easement Area 7, Drainage Easement Area 8, Drainage Easement Area 9, and Drainage Easement Area 10, collectively.

“Drainage Ditches” means the Green Lake Drainage Ditch and the La Quinta Drainage Ditch, collectively.

“Easement Areas” means the Access Easement Areas and the Drainage Easement Areas, collectively,

“Grantee’s Improvements” means the Access Roads (as defined in Section 2(ii)) and the Drainage Systems (as defined in Section 2(iii)), collectively,

“Green Lake Drainage Ditch” means the drainage ditch maintained by the San Patricio County Drainage District which lies between the Cotton Lease Property and the Laydown Lease Property and which is labeled as the Green Lake Drainage Ditch on the map attached hereto as **Exhibit “E”**.

“La Quinta Drainage Ditch” means the drainage ditch maintained by the San Patricio County Drainage District which lies between Tract II and the La Quinta Road, and which is labeled as the La Quinta Ditch on the map attached hereto as **Exhibit “E”**.

“VTH Strip” means that certain strip of land in San Patricio County, Texas, out of the VTH Lease Property which is one hundred (100) feet in width and which lies between the eastern boundary of the Laydown Lease Property and the eastern boundary of the VTH Lease Property.

2. **Grant of Roadway Easement and Access Easements.** Authority has granted, sold and conveyed, and by this Agreement does hereby grant, sell and convey to Grantee the following non-exclusive easements (collectively, **“Grantee’s Easements”**), to have and to hold unto Grantee, its successors and assigns, by and through the Authority, but not otherwise, subject to the exceptions and reservations in this Agreement and upon the covenants and conditions in this Agreement, which covenants and conditions are and shall be construed as being covenants running with the land:

(i) a non-exclusive easement and right-of-way for the free and uninterrupted use of access on, over and across the La Quinta Terminal Road from U.S. Highway 181 to the intersection of the La Quinta Terminal Road and Access Easement Area 4

(“**Roadway Easement**”) for vehicular, truck and construction equipment ingress and egress to and from Access Easement Areas 2, 3 and 4 as necessary to support the use of the Leased Property for the construction of Grantee’s LNG liquefaction plant and terminal on Grantee’s property adjacent to Tract II (the “**Easement Purposes**”);

(ii) a non-exclusive access easement and right-of-way on, over and across each of the Access Easement Areas (collectively, the “**Access Easements**”) for the purpose of constructing, operating, reconstructing, enlarging, inspecting, patrolling, repairing, and maintaining a private road on each of the Access Easement Areas (collectively, the “**Access Roads**”) to provide vehicular, truck and construction equipment ingress and egress to and from the Leased Property for the Easement Purposes; and

(iii) a drainage easement over, across and upon each of the Drainage Easement Areas (collectively, the “**Drainage Easements**”) for the purpose of constructing, operating, reconstructing, enlarging, inspecting, patrolling, repairing, and maintaining a drainage system on each of the Drainage Easement Areas (collectively, the “**Drainage Systems**”) to direct rainwater from the surface of the Leased Property to the Drainage Ditches.

The Parties acknowledge and agree that VTH will be installing an overhead 138-kV electrical transmission line in the VTH Strip, along with supporting electrical line transmission towers and foundations. Grantee’s Easements may not be used for any purpose other than the Easement Purposes without the Authority’s prior written consent. Grantee understands, acknowledges, and agrees that the Easement Purposes do not include the right to use the Roadway Easement in combination with the Access Easements as a means to travel directly from U.S. Highway 181 to Grantee’s LNG liquefaction plant and terminal on Grantee’s property adjacent to Tract II (the “**Plant Site**”) or as a means to travel directly from the Plant Site to U.S. Highway 181, and any such use of the Roadway Easement and the Access Easements for these purposes is expressly prohibited.

3. Construction and Use of Access Roads and Drainage Systems.

(a) Grantee, at its sole cost and expense, shall construct and maintain such Access Roads as may be reasonably necessary for the Easement Purposes, together with any related drainage improvements. Grantee shall construct the driveway aprons connecting the Access Roads to the La Quinta Terminal Road with an asphalt or concrete top capable of withstanding normal semi-tractor trailer highway loads and these driveway aprons shall meet all design standards and specifications of the Authority that have been previously provided in writing to Grantee. Furthermore, before constructing Access Roads within Access Easement Areas 2, 3 and 4, Grantee shall consult with the City of Portland concerning Grantee’s plans and specifications for these Access Roads to ensure that these Access Roads and traffic thereon will not damage or affect the City’s 12-inch diameter potable water pipeline crossing these Access Easement Areas.

(b) Grantee, at its sole cost and expense, shall construct and maintain the Drainage Systems. The Drainage Systems must be covered or enclosed. The Drainage Systems

must be constructed to provide not less than an 80,000 pound highway load ratings. No portion of the Drainage Systems may be constructed above the surface without the prior written approval of the Authority. Upon completion of the Drainage Systems or any modifications thereto, Grantee shall furnish the Authority with an as-built survey thereof. Grantee agrees that the Drainage Systems shall at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local governments.

(c) Grantee has the right to use as much of the surface of the Authority's property that is adjacent to the Easement Areas ("**Adjacent Property**") as may be reasonably necessary to install and maintain the Grantee's Improvements. However, Grantee must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this secondary easement.

4. No Obstruction of Grantee's Improvements by Authority. Authority shall not construct or install any obstructions, fences, curbs or landscaping (except for construction and repair) that would in any way impede vehicular traffic over the Access Roads or impede the flow of water in the Drainage Systems, it being the intent of the Parties to provide for the free flow of vehicular traffic on the Access Roads to and from the Leased Properties, and allow rainfall to be evacuated into the Drainage Ditches via the Drainage Systems. Grantee shall, however, place stop signs at the intersection of the Access Roads and the La Quinta Terminal Road and will install, at Grantee's expense, any other traffic control devices on the Access Roads as may reasonably be required by Authority for safety.

5. Term of Agreement and Duration of Grantee's Easements.

(a) The term of this Agreement shall commence on the Effective Date and shall continue in effect until the ninetieth (90th) day after the date on which the Roadway Easement terminates in accordance with this Section 5. The Access Easements across Access Easement Area 2 and Access Easement Area 3 will automatically terminate on the termination of the Cotton Lease. The Access Easements across Access Easement Area 4, Access and Drainage Easement Area 5, and Access and Drainage Easement Area 6 will automatically terminate on the termination of the Laydown Lease. The Roadway Easement will automatically terminate on the last to occur of the termination of the Cotton Lease or the termination of the Laydown Lease.

(b) The Drainage Easements across Drainage Easement Area 9 and Drainage Easement Area 10 will automatically terminate on the termination of the Cotton Lease. The Drainage Easements across Drainage Easement Area 8, Drainage Easement Area 7, Access and Drainage Easement Area 6, and Access and Drainage Easement Area 5 will automatically terminate on the termination of the Laydown Lease.

(c) The Roadway Easement, the Access Easements across Access Easement Area 2 and Access Easement Area 3, the Drainage Easements across Drainage Easement Area 9 and Drainage Easement Area 10, and the related rights and obligations granted herein shall be deemed to be appurtenant to and run with the Cotton Lease Property during the term of the Cotton Lease and shall be for the benefit of the Grantee, its successors and permitted assigns, and any and all respective licensees, customers, employees, agents, and invitees. The Roadway

Easement, the Access Easement across Access Easement Area 4, the Access Easements and Drainage Easements across Access and Drainage Easement Area 5 and Access and Drainage Easement Area 6, Drainage Easement Area 7, and Drainage Easement Area 8, and the related rights and obligations granted herein shall be deemed to be appurtenant to and run with the Laydown Lease Property during the term of the Laydown Lease and shall be for the benefit of the Grantee, its successors and permitted assigns, and any and all respective licensees, customers, employees, agents, and invitees.

(d) Notwithstanding anything to the contrary contained herein, Grantee's Easements shall, at the option of the Authority, terminate upon breach by Grantee of any of the covenants or conditions of this Agreement and the failure of Grantee to remedy the same within thirty (30) days after written notice from the Authority to do so. However, if such breach cannot be reasonably remedied within thirty (30) days, this Agreement and Grantee's interest hereunder shall not terminate if Grantee furnishes the Authority with a plan, reasonably acceptable to the Authority, for remedying such breach as expeditiously as reasonably possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan.

6. Approval of Construction Plans for Grantee's Improvements. Before commencement of construction of any of Grantee's Improvements, Grantee shall submit to Authority a set of design plans stamped by a registered professional engineer of the State of Texas detailing the proposed Access Roads or Drainage Systems, as the case may be, for approval by Authority's Director of Engineering Services. These design plans must be approved in writing by the Director of Engineering Services of Authority prior to the commencement of work on the proposed improvements, such approval not to be unreasonably withheld or delayed. If the Authority fails to respond in writing to Grantee within 21 business days of submission of the set of plans, then such design plans shall be deemed approved by Authority. No approval by Authority of Grantee's designs, site plans, plans, specifications or other matters may ever be construed as representing or implying that Grantee's designs, site plans, plans, specifications or other matters will, if followed, result in a properly-designed road. Such approvals shall in no event be construed as a representation or guaranty by the Authority that any roads will be built in a workmanlike manner, nor shall such approvals relieve Grantee of its obligation to construct the Grantee's Improvements in a workmanlike manner. **Grantee will defend, indemnify, and hold harmless Authority from and against any lawsuits, actions, causes of action or claims arising out of Authority's approval of any of Grantee's designs, site plans, plans, specifications or other matters relating to the roads.**

7. Permits. Grantee must obtain and maintain in effect at all times during the term of this Agreement all permits, licenses and consents required or necessary for the construction, installation, maintenance, use and operation of the Grantee's Improvements. Grantee will provide Authority's Department of Engineering Services with a copy of its permits, licenses and consents for the Grantee's Improvements as the same are obtained.

8. Authority's Right to Cross Grantee's Easement Areas. Authority reserves the right to construct or allow others to construct roads, railroads, drainage culverts, pipelines for gas, water or sewers, lines for electricity, telephones and fiber optics that cross over or under the

Access Roads and Drainage Easements constructed by Grantee under this Agreement, *provided that*, such construction or use of the above crossings shall not unreasonably interfere with or interrupt Grantee's use of the Access Roads and Drainage Easements for the Easement Purposes. Grantee shall repair any damage to any of the rail crossings in the Access Easement Areas that is reasonably determined to have been caused by Grantee or Grantee's contractors, subcontractors, licensees, customers, employees, agents, or invitees.

9. Maintenance and Repair of Grantee's Improvements and Compliance with Laws. Grantee will be responsible, at its sole expense, for the maintenance and repair of the Grantee's Improvements constructed by Grantee in the Easement Areas. Grantee shall maintain the Access Roads in a condition sufficient to permit safe passage upon, over and across the Access Roads by vehicles permitted to use the Access Roads. Grantee will be responsible, at its sole expense, for complying with all laws, ordinances, rules, orders, regulations and requirements pertaining to the use of the Access Roads, including Authority's security measures applicable to the Access Roads whether currently in place or adopted in the future. Grantee shall not transport any load on the Access Roads exceeding the Texas Department of Transportation normal load specifications. Breach of this Section and the failure of Grantee to remedy the same within thirty (30) days after written notice from the Authority to do so shall be grounds for termination of Grantee's Easements. Grantee shall keep the Easement Areas mowed at all times and free from litter and trash.

10. Maintenance and Repair of the La Quinta Terminal Road and Compliance with Laws. Grantee will be responsible for the cost of repairing the portion of any damage to the La Quinta Terminal Road or the Authority's security facilities on or adjacent to the La Quinta Terminal Road that is reasonably determined to have been caused by Grantee or Grantee's contractors, subcontractors, licensees, customers, employees, agents, or invitees. Grantee will be responsible, at its sole expense, for complying with all laws, ordinances, rules, orders, regulations and requirements pertaining to the use of the La Quinta Terminal Road, including Authority's security measures applicable to the La Quinta Terminal Road whether currently in place or adopted in the future. Grantee shall not transport any load on the La Quinta Terminal Road exceeding the Texas Department of Transportation normal load specifications. Breach of this Section and the failure of Grantee to remedy the same within thirty (30) days after written notice from the Authority to do so shall be grounds for termination of Grantee's Easements.

11. Removal of Grantee's Improvements on Termination of Agreement. Upon termination of this Agreement for any reason, the Authority may require Grantee to remove all or any part of the Grantee's Improvements from the Easement Areas and restore the Easement Areas to the condition existing prior to construction of the Grantee's Improvements. If the Authority does not require removal of the Grantee's Improvements in accordance with the preceding sentence, these improvements shall be left in place and will automatically become the property of the Authority at no cost to the Authority.

12. Insurance. Without limiting the indemnity obligations or liabilities of Grantee provided under this Agreement, commencing on the date that any material building activity by Grantee on the Access Easements begins, Grantee shall maintain at its sole cost and expense throughout the term of this Agreement and during any time period following expiration or

termination of this Agreement in which Grantee is required to perform additional work on the Easement Areas, policies of insurance of the types and the minimum amounts described below:

(a) For all its employees engaged in performing work in the Access Easement Areas or driving on the Access Road or the La Quinta Terminal Road, Workers' Compensation insurance as required by the Texas Workers' Compensation Code, and Employer's Liability insurance with limits of at least \$500,000.00 per each employee accident and disease. To the extent of Grantee's indemnity obligations arising hereunder, the Workers; Compensation policy shall contain a waiver of subrogation in favor of Authority.

(b) Commercial General Liability (CGL) insurance coverage with policy limits of at least \$1,000,000.00 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage liability in or on the Access Easement Areas, the Access Roads and/or the La Quinta Terminal Road, endorsed to cover contractual liability.

(c) Business Automobile Liability insurance coverage for all owned and non-owned motor vehicles used in or on the Access Easement Areas, the Access Roads and/or the La Quinta Terminal Road with a policy limit of not less than \$1,000,000 per accident for bodily injury and property damage.

(d) Excess or Umbrella liability insurance coverage having limits of not less than \$5,000,000.00 over and above the underlying primary coverage limits stated above with respect to property damage and bodily injury or death to any number of persons in any one accident or occurrence.

(e) To the extent allowed by law, Grantee shall include Authority as an additional insured under the policies required above, but only to the extent of Grantee's indemnification obligations hereunder.

13. Indemnity. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS AUTHORITY, AUTHORITY'S EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, AND SUBCONTRACTORS (COLLECTIVELY, THE "INDEMNIFIED PERSONS"), FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, FINES, JUDGMENTS AND OTHER EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES AND COSTS OF INVESTIGATION), OF ANY KIND, NATURE OR DESCRIPTION (INCLUDING CLAIMS FOR PERSONAL INJURY, BODILY INJURY, EMOTIONAL DISTRESS, REAL AND PERSONAL PROPERTY DAMAGE AND ECONOMIC LOSS)(ALL OF WHICH ARE COLLECTIVELY REFERRED TO HEREIN AS "CLAIMS") WHICH MAY BE BROUGHT, INSTITUTED OR ASSERTED AGAINST THE INDEMNIFIED PERSONS BASED ON, RELATING TO, RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY OF THE FOLLOWING:

(A) THE FAILURE ON THE PART OF GRANTEE AND/OR ITS SUCCESSORS, ASSIGNS, OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, INVITEES OR LICENSEES (COLLECTIVELY, THE "GRANTEE PARTIES") TO COMPLY WITH THIS AGREEMENT OR ANY LAWS OR REGULATIONS APPLICABLE TO THE INSTALLATION, OPERATION, MAINTENANCE, USE OR REMOVAL OF THE GRANTEE'S IMPROVEMENTS BY THE GRANTEE PARTIES; OR

(B) ANY INJURY TO OR DEATH OF OR CLAIM OF INJURY TO OR DEATH OF ANY PERSON (INCLUDING THE EMPLOYEES OF THE GRANTEE PARTIES) OR ANY DAMAGE TO OR LOSS OF OR CLAIM OF DAMAGE TO OR LOSS OF PROPERTY DIRECTLY OR INDIRECTLY RELATED TO OR CONNECTED WITH (I) THE INSTALLATION, OPERATION, MAINTENANCE, USE OR REMOVAL OF THE GRANTEE'S IMPROVEMENTS BY THE GRANTEE PARTIES, OR (II) THE OPERATION OF VEHICLES ON THE ACCESS ROADS OR THE LA QUINTA TERMINAL ROAD BY OR ON BEHALF OF THE GRANTEE PARTIES.

THE INDEMNITIES AND DUTY TO DEFEND SET FORTH IN THIS SECTION 13 APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARE CAUSED BY THE JOINT, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OR STRICT LIABILITY OF ONE OR MORE OF THE INDEMNIFIED PERSONS; PROVIDED, HOWEVER, THAT AN INDEMNITY WILL NOT BE ENFORCED TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT THE APPLICABLE CLAIM AGAINST ANY OF THE INDEMNIFIED PERSONS WAS CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF SUCH INDEMNIFIED PERSONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 13, TO THE EXTENT AN INDEMNIFIED CLAIM ARISES OUT OF THE JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE, CAUSATION, RESPONSIBILITY OR FAULT OF THE INDEMNIFIED PERSONS AND THE GRANTEE PARTIES, THEN THE GRANTEE'S OBLIGATION TO THE INDEMNIFIED PERSONS SHALL ONLY EXTEND TO THE PERCENTAGE OF THE TOTAL RESPONSIBILITY OF THE GRANTEE PARTIES IN CONTRIBUTING TO SUCH INDEMNIFIED CLAIM. IN CLAIMS AGAINST ANY INDEMNIFIED PERSON BY OR FOR AN EMPLOYEE OF AN GRANTEE PARTY, GRANTEE'S INDEMNIFICATION OBLIGATION UNDER THIS SECTION 13 SHALL NOT BE LIMITED BY A LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE GRANTEE PARTY UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

14. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the La Quinta Terminal Road or the Grantee's Improvements to or for the general public or for any public purposes whatsoever, it being the intention of the Parties hereto that this Agreement shall be strictly limited to and for the purposes expressed herein. Grantee shall cooperate, and will require its officers and employees to cooperate, with the Authority in maintaining the status of the La Quinta Terminal Road as a private road. Grantee and its employees and officers shall not interfere with the Authority's efforts to erect and maintain private road signs at the entrances to the La Quinta Terminal Road.

15. Not a License. The Grantee's Easements are easements, not licenses.

16. Non-Exclusive Easements. Grantee's Easements shall be subject to any and all easements heretofore granted by Authority to other parties which are either of record in San Patricio County or physically evident on the surface of the Easement Areas. Grantee's Easements are not exclusive and Authority reserves the right to grant such other easements, rights or privileges on the La Quinta Terminal Road or the Easement Areas to such persons or entities and for such purposes as Authority in its discretion may select, so long as such purposes do not unreasonably interfere with or interrupt Grantee's use of the of the La Quinta Terminal Road or the Grantee's Improvements for Easement Purposes. Grantee's Easements are also

subject to the VTH Lease and VTH's right to install transmission line towers in Access and Drainage Easement Area 5 or Access and Drainage Easement Area 6.

17. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement. This Agreement may be executed via facsimile or other electronic transmission, and such counterparts shall have the same force and effect as original signatures. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document, which may be recorded.

18. Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier deliver, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

If to Port of Corpus Christi Authority: Port of Corpus Christi Authority
Attn: Executive Director
P.O. Box 1541
Corpus Christi, Texas 78403

If to Corpus Christi Liquefaction, LLC: Corpus Christi Liquefaction, LLC
Attn: President Corpus Christi Liquefaction, LLC
700 Milam Street, Suite 800
Houston, Texas 77002
Telephone: (713) 375-5000

19. Binding Effect. This Agreement binds and inures to the benefit of the Parties and their respective successors and permitted assigns.

20. No Assignment. Grantee shall not assign any of the rights herein granted, in whole or in part, to any party not an affiliate of Grantee without the prior written consent of the Authority, which may not be unreasonably withheld, conditioned or delayed.

21. Amendment. The provisions of this Agreement may be amended, modified, enlarged, or otherwise changed in whole or in part only by written instrument signed by each of the Parties hereto.

22. Governing Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE 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 THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

23. Severability/Interpretation. In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

24. Holder of Security. In the event at any time during the term of this Agreement Grantee or anyone holding a mortgage, trust, beneficiary of deed of trust or security under Grantee shall be in default of any of the covenants or any of the conditions of this Agreement, then in such event, the holder of the mortgage, deed of trust or other security instrument (the “**Permitted Mortgage**”) may, before forfeiture is invoked by Authority, do and perform any and all acts or things which may be necessary or required to prevent a termination of this Agreement; and the party performing such acts or things shall thereby and thereupon be subrogated to all rights of Grantee under this Agreement. Authority agrees that, if requested in writing by the Permitted Mortgage, it will send to the said holder at the address specified in the written request copies of all written notices of demand which Authority may serve upon Grantee, or anyone holding under Grantee, under and pursuant to the terms of this Agreement.

It is understood, however, that the Permitted Mortgagee shall in no way be liable to Authority for the performance of any covenants and conditions under this Agreement until such time as it shall acquire by conveyance from Grantee or by foreclosure or other proceedings provided by law or by the terms of its mortgage, deed of trust, or security instrument, all the right, title and interest of Grantee under this Agreement; provided, however, that any party who shall acquire said right, title and interest of Grantee as above provided shall thereupon and thereby become liable for the full performance theretofore and thereafter required to be made by Grantee under the covenants and conditions of this Agreement, as fully and completely and to the same extent as Grantee itself would have been if it still had retained its right, title and interest under this Agreement.

25. Complete Amendment and Restatement of Original Agreement. This Agreement amends and completely restates the Original Agreement and supersedes all prior agreements, whether written or oral, between the Parties with respect to the specific subject matter of this Agreement, and this Agreement (along with the exhibits hereto) constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the specific subject matter hereof. This Agreement shall govern and control as to all events, acts, omissions, liabilities and obligations first occurring, arising, or accruing from and after the Effective Date. This Agreement is intended, and shall be deemed and construed, to be a continuation (without interruption or recommencement) of the various terms and provisions of the Original Agreement, which shall continue to govern and control as to all events, acts, omissions, liabilities and obligations occurring, arising, or accruing prior to the Effective Date. Grantee acknowledges that Authority has fulfilled all of its obligations under Section 1.05 of the Cotton Lease and Section 1.07 of the Laydown Lease and that Grantee is entitled to no additional easements under those sections of the Cotton Lease and Laydown Lease.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

“AUTHORITY”

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**

By: _____
John P. LaRue
Executive Director

“GRANTEE”

CORPUS CHRISTI LIQUEFACTION, LLC

By: _____
William D. English
Vice President Business Development

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of December, 2014, by JOHN P. LARUE, Executive Director of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Authority.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of December, 2014, by William D. English, Vice President Business Development of Corpus Christi Liquefaction, LLC, a Delaware limited liability company, on behalf of said Corpus Christi Liquefaction, LLC.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

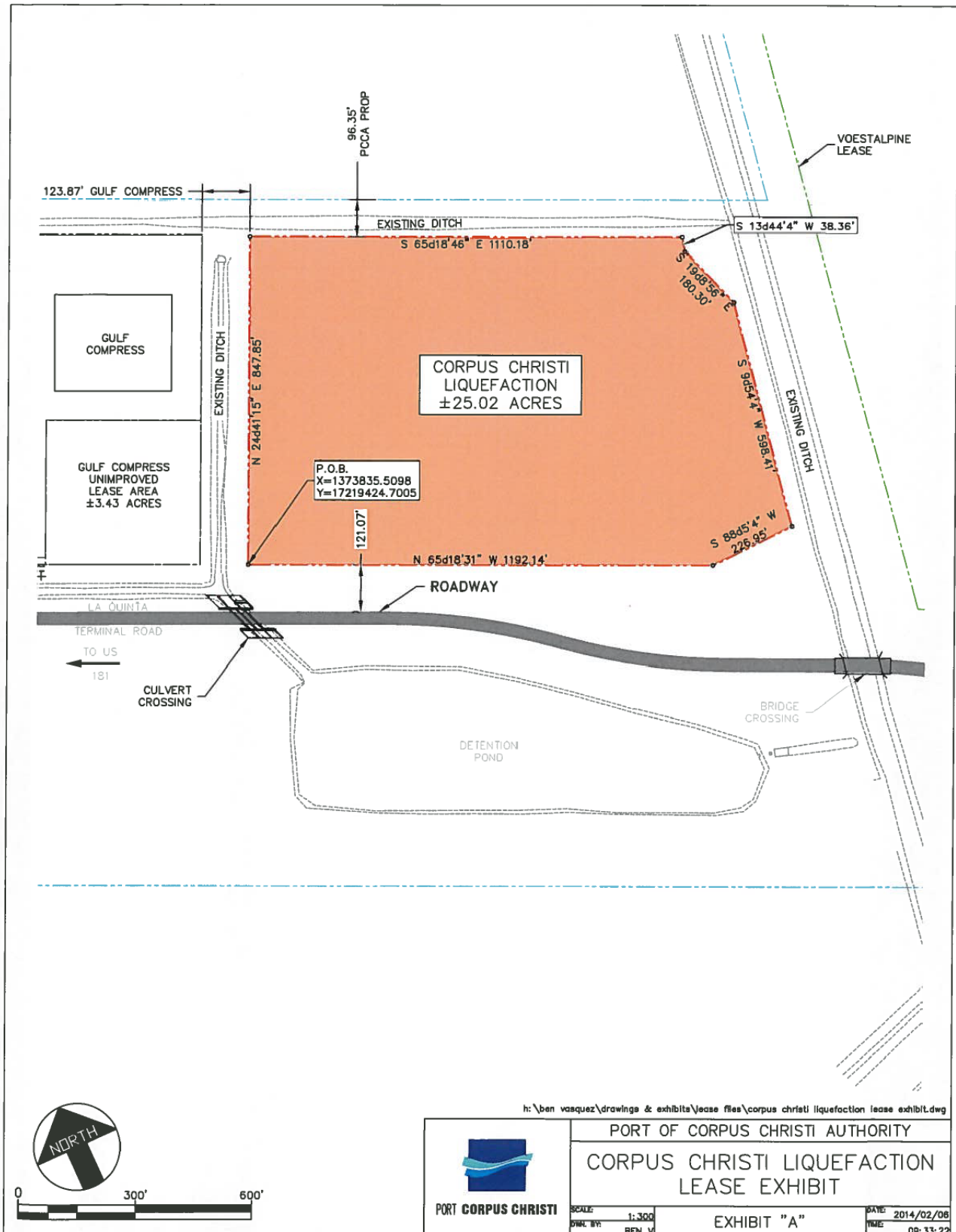


EXHIBIT "B"

Being 25.02 acres, more or less out of that 153.93 acre TRACT NO. 1 as recorded in document 1998005467 Official Public Records of Nueces County, Texas and also being out of the T.T. Williamson Survey, A-287. Said 25.02 acres being more particularly described as follows:

P.O.B. – X = 1373835.5
Y = 17219424.7

- Thence, N 24° 41'15" E, 847.85' to North corner of this tract,
- Thence, S 65° 18' 46" E, 1,110.18' to a point on the San Patricio Drainage Easement Line,
- Thence, along said easement line, S 13° 44'4" W, 38.36' to a point,
- Thence, along said easement line, S 19° 8'56" E, 180.3' to a point,
- Thence, along said easement line, S 9° 54'4" W, 598.41' to a point,
- Thence, continuing along said easement line, S 88° 5'4" W, 226.95' to a point,
- Thence, departing San Patricio Drainage Easement line, N 65° 18'31" W, 1,192.14' to P.O.B.

EXHIBIT "C"**Surveying & Hydro Excavation Services**

802 N. Navigation Blvd., Suite 102
Corpus Christi, Texas 78408

110.00 -Acre Tract "LAYDOWN AREA SITE"

FIELD NOTES to describe an exhibit of a 110.00-acre tract of land herein referred to as the "Laydown Area Site" out of a called 930.28-acre tract known as Tract II in "Exhibit A", said 930.28-acre tract being a portion of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in Document No. 1998005467, Official Records, Nueces County, Texas and being out of a called 2496.66-acre tract as recorded in Volume 458, Page 469, Deed Records, San Patricio County, Texas also being out of portions of the T.T. Williamson Surveys, Abstract 286, Abstract 287, Abstract 288, and Abstract 289, and the J. Gerraghty Survey, Abstract 139, all being in San Patricio County, Texas, said 110.00-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a 1" iron pipe found on the north line of said 930.28-acre tract for a corner of Tract III in "Exhibit A" of said 1089.34-acre tract and for an interior corner of said 1089.34-acre tract, said 1" iron pipe having Texas State Plane Coordinates of X= 1377726.63 and Y= 17220150.79, thence South 01°34'11" East a distance of 754.39 feet to a point being a corner of the 110.00-acre tract herein described for the **POINT OF BEGINNING**;

THENCE South 17°44'33" East, being 350 feet west and parallel to the east line of said 1089.34-acre tract, a distance of 1,446.01 feet to a point for the southeast corner of the herein described tract;

THENCE South 72°15'01" West, being perpendicular to the east line of said 1089.34-acre tract, a distance of 1815.88 feet to a point for the southwest corner of the herein described tract;

THENCE North 18°02'11" West, a distance of 602.80 feet to a point for an interior corner of the herein described tract;

THENCE South 71°07'56" West, a distance of 261.76 feet to a point for a corner and the P.C. of a curve to the left, for the southwest corner of the herein described tract;

THENCE in a Northwesterly direction, with the arc of said circular curve to the left, whose Central Angle is 27°51'36", whose Radius is 1,627.00 feet, and Arc Distance of

791.13 feet to a point for a corner and the P.T. of said curve, for an exterior corner of the tract herein described;

THENCE North 09°28'59" East, being 200 feet east and parallel to the west line of said 930.28-acre tract, a distance of 1,946.80 feet to a point for the northwest corner of the herein described tract;

THENCE South 70°28'50" East, being 390 feet south and parallel to the north line of said 930.28-acre tract, a distance of 1,508.87 feet to a point for an exterior corner of the herein described tract;

THENCE South 17°44'36" East, a distance of 868.42 feet to a point for an interior corner of the herein described tract;

THENCE North 72°15'24" East, a distance of 600.02 feet to a point for the northeast corner of the herein described tract and the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 110.00 acres (4,791,744 square feet) of land, more or less.

A record drawing of even date herewith accompanies this legal description.

I do hereby attest that the foregoing field notes were prepared from information of record provided by the Port of Corpus Christi Authority and does not represent a survey made on the ground. This description was prepared for informational purposes only. This description does not represent a valid survey and should not be used to convey, sell or trade property.

12-16-13

Date



Michael D. Stridde

Michael D. Stridde R.P.L.S. #3589

EXHIBIT "D"

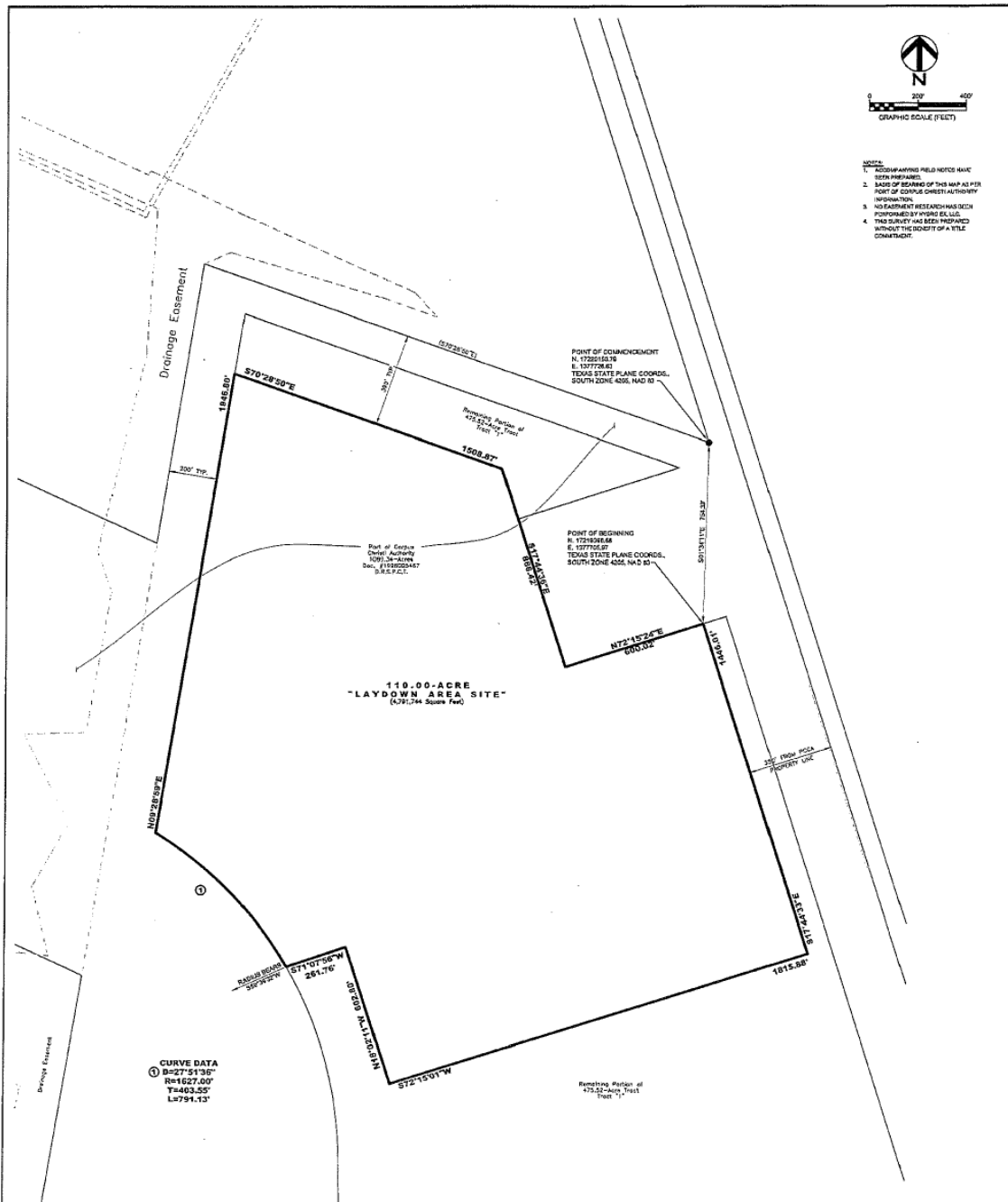


EXHIBIT OF
**LA QUINTA 110-ACRE
"LAYDOWN AREA SITE"**

SHOWING AN EXHIBIT OF A 110.00-ACRE TRACT OF LAND OUT OF A CALLED 930.28-ACRE TRACT KNOWN AS TRACT II IN "EXHIBIT A", SAID 930.28-ACRE TRACT BEING A PORTION OF A CALLED 1089.34-ACRE TRACT DESCRIBED IN A DEED TO THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS AS RECORDED IN DOCUMENT #1998005487, OFFICIAL RECORDS, NUECES COUNTY, TEXAS AND BEING OUT OF A CALLED 2496.66-ACRE TRACT AS RECORDED IN VOLUME 458, PAGE 469, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS ALSO BEING OUT OF PORTIONS OF THE T.T. WILLIAMSON SURVEYS, ABSTRACT 286, ABSTRACT 287, ABSTRACT 288, AND ABSTRACT 289, AND THE J. GERRAGHTY SURVEY, ABSTRACT 139, ALL BEING IN SAN PATRICIO COUNTY, TEXAS.

THIS EXHIBIT WAS PREPARED FOR THE PORT OF CORPUS CHRISTI AUTHORITY AND IS INTENDED TO GRAPHICALLY SHOW THE RELATIONSHIP OF THE PRELIMINARY 110.00-ACRE TRACT TO THE EXISTING 1089.34-ACRE SURVEY PREPARED BY PYLE & ASSOCIATES, INC. IN FEBRUARY 2004. THIS EXHIBIT WAS PREPARED FROM INFORMATION OF RECORD PROVIDED BY THE PORT OF CORPUS CHRISTI AUTHORITY AND DOES NOT REPRESENT A SURVEY MADE ON THE GROUND. THIS EXHIBIT SHOULD NOT BE USED IN THE CONVEYANCE OF PROPERTY.

12-16-13
DATE

Michael D. Stridde
MICHAEL D. STRIDDE
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 3589



HydroEx

TBPLS REG. NO. 10193804
802 N. Navigation Blvd., Suite 102
Corpus Christi, TX 78408
P: (361)452-1375 F: (361)452-1376
Survey Date:
Exhibit Prepared: November 27, 2012
HYJ Job No: H12-0164
© COPYRIGHT 2012 ALL RIGHTS RESERVED
SHEET 1 OF 1

NO.	DATE	REVISION



PORT OF CORPUS CHRISTI AUTHORITY

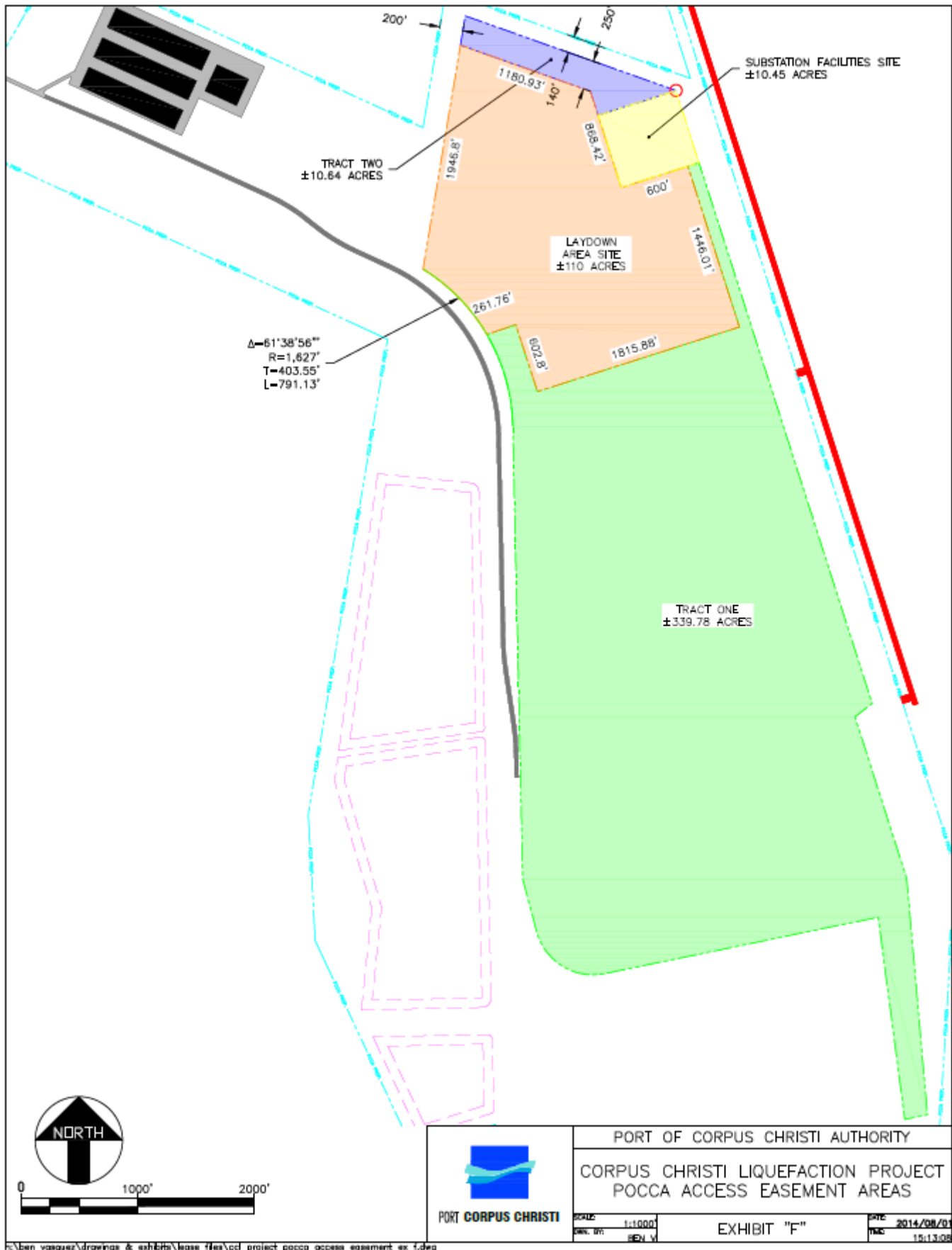
EXHIBIT OF MORE OR LESS
110.00-ACRES OUT OF THE
PORT'S LA QUINTA PROPERTY
"LAYDOWN AREA SITE"

SCALE: AS NOTED
OWN. BY: DD

POCCA LA QUINTA PROPERTY

DATE
12/12/13

EXHIBIT "F"



DATE: December 9, 2014

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

AGENDA ITEM NO. 19-F

Approve Access Road and Drainage Easement Agreement with Corpus Christi Liquefaction, LLC crossing PCCA 7.79 acre tract of land at the PCCA's La Quinta Trade Gateway Terminal

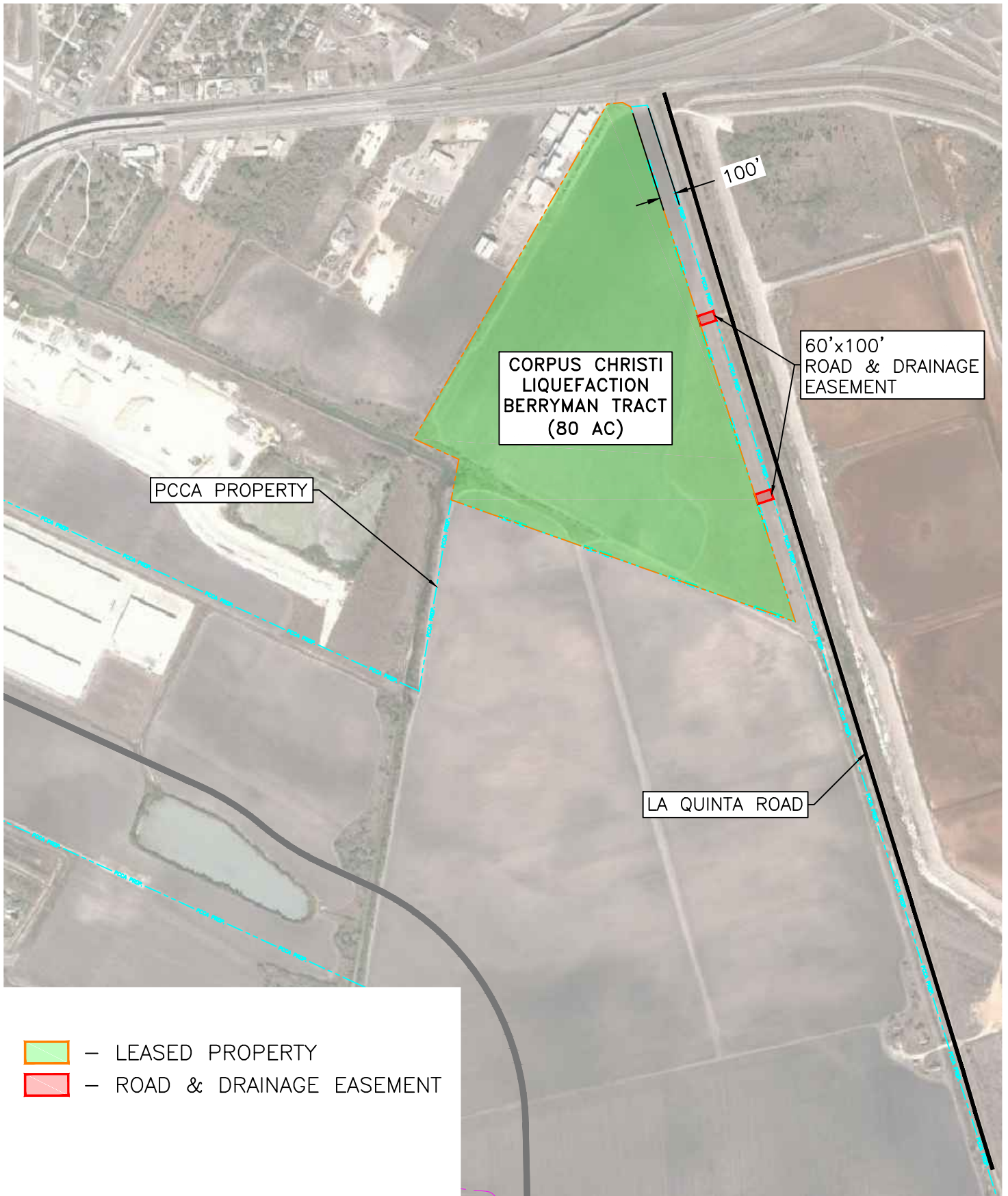
Corpus Christi Liquefaction, LLC, (CCL) recently purchased an 80-acre tract of land located to the north of the La Quinta Trade Gateway Terminal site with frontage along SH-35 Texas. CCL intends to initially use this property in connection with construction activities associated with the development of their planned LNG plant and terminal located along the La Quinta Channel. The PCCA owns a 100-foot wide strip of land located immediately adjacent to the east side of this 80-acre tract which extends to SH-35. CCL has approached staff requesting permission to construct temporary non-exclusive roadway and drainage improvements across the 100-foot strip of land to connect the 80-acre tract of land to the privately owned La Quinta Road located to the east of the 100-foot wide strip, as shown on the attached exhibit.

Staff has no objection to allowing CCL to construct the proposed roadway and drainage improvements, conditioned upon CCL agreeing that the use of the easement areas will be non-exclusive and CCL will design and construct the roadway and drainage improvements to meet or exceed the standards established by the PCCA.

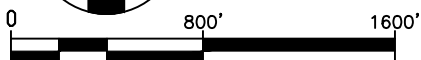
The term of the agreement will run generally concurrent with the term of the other construction laydown leases that CCL currently has in place with the PCCA and will terminate on December 31, 2020. There is no cost associated with this easement.

Staff recommends approval of the attached Access Road and Drainage Easement Agreement with Corpus Christi Liquefaction, LLC.

LEAD CONTACT: David L. Krams, P.E.; 361-885-6134; krams@pocca.com.



- LEASED PROPERTY
- ROAD & DRAINAGE EASEMENT



 PORT CORPUS CHRISTI 320	PORT OF CORPUS CHRISTI AUTHORITY CORPUS CHRISTI LIQUEFACTION TEMPORARY ACCESS EASEMENT (BERRYMAN PROPERTY)	
	SCALE: 1:800 DWN. BY: BEN V	EXHIBIT "A" DATE: 2014/12/03 TIME: 16:35:56

ACCESS ROAD AND DRAINAGE EASEMENT AGREEMENT

This **ACCESS ROAD AND DRAINAGE EASEMENT AGREEMENT** is made effective as of December 9, 2014 ("**Effective Date**") by and between **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, pursuant to authorization by its Port Commissioners (sometimes hereinafter called "**Authority**"), and **CORPUS CHRISTI LIQUEFACTION, LLC**, a Delaware limited liability company, whose principal address is 700 Milam Street, Suite 800, Houston, Texas 77002 (sometimes hereinafter called "**Grantee**"). This Access Road and Drainage Easement Agreement is referred to herein as the "**Agreement**". Authority and Grantee are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Authority owns all that certain tract of land in San Patricio County, Texas, containing 7.79 acres, more or less, out of the Geronimo Valdez Survey, Abstract 269, John Garreghty Survey, Abstract 139, and T. T. Williamson Surveys, Abstract Nos, 284, 285, 286, 287, 288 and 289 San Patricio County, Texas, said 7.79-acre tract being referred to herein as "**Tract III**" and being the same as Tract III conveyed to the Authority by Land Ventures, Inc., and El Paso Development Company by deed executed on February 10, 1998, and filed and recorded as Document #1998005467 in the Official Records, Nueces County, Texas, and filed and recorded under Clerk's File No. 458816 in the Real Property Records of San Patricio County, Texas; and

WHEREAS, Authority intends to construct or cause to be constructed on Tract III an all-weather road from the Authority's property on the south end of Tract III to State Highway 35 at the north end of Tract III (this road being referred to herein as "**PCCA's Road**"); and

WHEREAS, Grantee owns that certain real property in San Patricio County, Texas, containing approximately 80 acres, which is depicted on **Exhibit "A"**, each attached hereto and incorporated herein by reference for all purposes (the "**Berryman Tract**"), and

WHEREAS, Grantee has asked the Authority to grant it two non-exclusive access and drainage easements and right-of-ways across Tract III for purposes of (i) ingress and egress to the Berryman Tract from the east side of the property and (ii) evacuation of rainfall from the surface of the Berryman Tract to the La Quinta Ditch (as defined in Section 1);

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by Grantee, and the above premises, Authority and Grantee hereby agree as follows:

1. Recitals and Definitions. The recitals set forth above are hereby incorporated by reference. Capitalized terms in this Agreement which are not defined in this Section 1 are defined in the text of this Agreement. Except as provided in preceding sentence or unless the context requires otherwise, capitalized terms in this Agreement shall have the meanings given them in this Section 1.

“Easement Area 1” means the surface estate of that certain strip of land in San Patricio County, Texas, out of Tract III between the Berryman Tract and the eastern boundary of Tract III, which is sixty (60) feet in width and contains 0.14 acres, more or less, and which is described as Easement Area 1 on the map attached hereto as **Exhibit “A”**.

“Easement Area 2” means the surface estate of that certain strip of land in San Patricio County, Texas, out of Tract III between the Berryman Tract and the eastern boundary of Tract III, which is sixty (60) feet in width and contains 0.14 acres, more or less, and which is described as Easement Area 2 on the map attached hereto as **Exhibit “A”**.

“Easement Areas” means Easement Area 1 and Easement Area 2, collectively.

“Grantee’s Improvements” means the Access Roads (as defined in Section 2(i)) and the Drainage Systems (as defined in Section 2(ii)), collectively,

“La Quinta Drainage Ditch” means the drainage ditch maintained by the San Patricio County Drainage District in San Patricio County, Texas, which lies between the eastern boundary of Tract III and the La Quinta Road on Sherwin Alumina Company’s property, and which is shown on **Exhibit “A”** attached hereto.

“La Quinta Road” means the private road on the east side of the La Quinta Ditch which is shown on **Exhibit “A”** attached hereto. The Authority does not own the property upon which the La Quinta Road is located.

2. **Grant of Easements.** Authority has granted, sold and conveyed, and by this Agreement does hereby grant, sell and convey to Grantee the following non-exclusive easements (collectively, **“Grantee’s Easements”**), to have and to hold unto Grantee, its successors and assigns, by and through the Authority, but not otherwise, subject to the exceptions and reservations in this Agreement and upon the covenants and conditions in this Agreement, which covenants and conditions are and shall be construed as being covenants running with the land:

(i) a non-exclusive access easement and right-of-way on, over, across and upon each of the Easement Areas for the purpose of constructing, operating, reconstructing, enlarging, inspecting, patrolling, repairing, and maintaining a private road on each of the Easement Areas (collectively, the **“Access Roads”**) to provide vehicular ingress and egress to the Berryman Tract; and

(ii) a drainage easement over, across and upon each of the Easement Areas for the purpose of constructing, operating, reconstructing, enlarging, inspecting, patrolling, repairing, and maintaining a drainage system on each of the Easement Areas (collectively, the **“Drainage Systems”**) to direct rainwater from the surface of the Berryman Tract into the La Quinta Drainage Ditch.

3. Construction and Use of Access Roads and Drainage Systems.

(a) Grantee, at its sole cost and expense, shall construct and maintain the Access Roads. The Access Roads shall have a minimum width of twenty (20) feet. The Access Roads will be constructed to a load bearing capacity of 18,000 pounds per axle. The road cross section of the Access Roads shall not be crowned, but shall slope down to the south. The Access Roads shall have a minimum section of at least one course asphalt surface treatment, nine (9) inch caliche base, and a six (6) inch cement stabilized sand subbase or greater as determined by Grantee's design engineers. No overhead crossing may be constructed without the prior written approval of the Authority. Upon completion of the Access Roads or any modifications thereto, Grantee shall furnish the Authority with an as-built survey thereof. Grantee agrees that the Access Roads shall at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local governments.

(b) Grantee, at its sole cost and expense, shall construct and maintain the Drainage Systems. The Drainage Systems must be covered or enclosed. The Drainage Systems must be constructed to provide not less than an 80,000 pound highway load ratings. No portion of the Drainage Systems may be constructed above the surface without the prior written approval of the Authority. Upon completion of the Drainage Systems or any modifications thereto, Grantee shall furnish the Authority with an as-built survey thereof. Grantee agrees that the Drainage Systems shall at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local governments.

(c) Notwithstanding anything in this Agreement to the contrary, neither Grantee's Improvements nor the use of Grantee's Improvements may unreasonably interfere with the Authority's construction, maintenance or use of PCCA's Road (whether constructed before or after the Grantee's Improvements) or the use of PCCA's Road by those having the right to use it. If Grantee receives written notice of such interference from the Authority, Grantee shall rectify the problem as soon as practicable and in any event within thirty days after receiving Authority's written notice of the interference; provided, however, that if the interference involves an unsafe condition, Grantee must immediately correct the unsafe condition.

(d) Grantee has the right to use as much of the surface of the Authority's property that is adjacent to the Easement Areas ("**Adjacent Property**") as may be reasonably necessary to install and maintain the Grantee's Improvements. However, Grantee must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this secondary easement.

4. No Obstruction of Grantee's Improvements by Authority. Authority shall not construct or install any obstructions, fences, curbs or landscaping (except for construction and repair) that would in any way impede vehicular traffic over the Access Roads or impede the flow of water in the Drainage Systems, it being the intent of the Parties to provide for the free flow of vehicular traffic on the Access Roads to and from the Berryman Tract, and allow rainfall to be evacuated into the La Quinta Drainage Ditch via the Drainage Systems. Grantee shall, however, place stop signs at the intersections of the Access Roads with PCCA's Road and the La Quinta

Road and will install, at Grantee's expense, any other traffic control devices on the Access Roads as may reasonably be required by Authority for safety.

5. **Term of Agreement.** The term of this Agreement and Grantee's Easements shall commence on the Effective Date and shall continue in effect until the December 31, 2020, unless sooner terminated as provided in this Section. The Access Easement herein granted shall terminate if Grantee shall at any time abandon the use of the same for the purposes herein granted or shall fail to complete construction of the Grantee's Improvements within three years from the Effective Date. Notwithstanding anything to the contrary contained herein, Grantee's Easements shall, at the option of the Authority, terminate upon breach by Grantee of any of the covenants or conditions of this Agreement and the failure of Grantee to remedy the same within thirty (30) days after written notice from the Authority to do so. However, if such breach cannot be reasonably remedied within thirty (30) days, this Agreement and Grantee's interest hereunder shall not terminate if Grantee furnishes the Authority with a plan, reasonably acceptable to the Authority, for remedying such breach as expeditiously as reasonably possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan.

6. **Approval of Construction Plans for Grantee's Improvements.** Before commencement of construction of any of Grantee's Improvements, Grantee shall submit to Authority a set of design plans stamped by a registered professional engineer of the State of Texas detailing the proposed Access Roads or Drainage Systems, as the case may be, for approval by Authority's Director of Engineering Services. These design plans must be approved in writing by the Director of Engineering Services of Authority prior to the commencement of work on the proposed improvements, such approval not to be unreasonably withheld or delayed. If the Authority fails to respond in writing to Grantee within 21 business days of submission of the set of plans, then such design plans shall be deemed approved by Authority. No approval by Authority of Grantee's designs, site plans, plans, specifications or other matters may ever be construed as representing or implying that Grantee's designs, site plans, plans, specifications or other matters will, if followed, result in a properly-designed road. Such approvals shall in no event be construed as a representation or guaranty by the Authority that any roads will be built in a workmanlike manner, nor shall such approvals relieve Grantee of its obligation to construct the Grantee's Improvements in a workmanlike manner. **Grantee will defend, indemnify, and hold harmless Authority from and against any lawsuits, actions, causes of action or claims arising out of Authority's approval of any of Grantee's designs, site plans, plans, specifications or other matters relating to the Grantee's Improvements.**

7. **Permits.** Grantee must obtain and maintain in effect at all times during the term of this Agreement all permits, licenses and consents required or necessary for the construction, installation, maintenance, use and operation of the Grantee's Improvements. Grantee will provide Authority's Department of Engineering Services with a copy of its permits, licenses and consents for the Grantee's Improvements as the same are obtained.

8. **Authority's Right to Cross the Access Roads.** Authority reserves the right to construct or allow others to construct roads, railroads, drainage culverts, pipelines for gas, water or sewers, lines for electricity, telephones and fiber optics that cross over or under the Access

Roads constructed by Grantee under this Agreement, *provided that*, such construction or use of the above crossings shall not unreasonably interfere with or interrupt Grantee's use of the Access Roads for ingress and egress to the Berryman Tract.

9. Maintenance and Repair of Grantee's Improvements and Compliance with Laws. Grantee will be responsible, at its sole expense, for the maintenance and repair of the Grantee's Improvements constructed by Grantee in the Easement Areas. Grantee shall maintain the Access Roads in a condition sufficient to permit safe passage upon, over and across the Access Roads by vehicles permitted to use the Access Roads. Grantee will be responsible, at its sole expense, for complying with all laws, ordinances, rules, orders, regulations and requirements pertaining to the use of the Grantee's Improvements, including Authority's security measures applicable to the Access Roads whether currently in place or adopted in the future. Grantee shall not transport any load on the Access Roads exceeding the Texas Department of Transportation normal load specifications. Breach of this Section and the failure of Grantee to remedy the same within thirty (30) days after written notice from the Authority to do so shall be grounds for termination of Grantee's Easements. Grantee shall keep the Easement Areas mowed at all times and free from litter and trash.

10. Removal of Grantee's Improvements on Termination of Agreement. Upon termination of this Agreement for any reason, the Authority may require Grantee to remove all or any part of Grantee's Improvements from the Easement Areas and restore the Easement Areas to the condition existing prior to construction of the Grantee's Improvements. If the Authority does not require removal of all the Grantee's Improvements in accordance with the preceding sentence, these improvements shall be left in place and will automatically become the property of the Authority at no cost to the Authority.

11. Insurance. Without limiting the indemnity obligations or liabilities of Grantee provided under this Agreement, commencing on the date that any material building activity by Grantee on the Access Easements begins, Grantee shall maintain at its sole cost and expense throughout the term of this Agreement and during any time period following expiration or termination of this Agreement in which Grantee is required to perform additional work on the Easement Areas, policies of insurance of the types and the minimum amounts described below:

(a) For all its employees engaged in performing work in the Easement Areas or on the Grantee's Improvements, Workers' Compensation insurance as required by the Texas Workers' Compensation Code, and Employer's Liability insurance with limits of at least \$500,000.00 per each employee accident and disease. To the extent of Grantee's indemnity obligations arising hereunder, the Workers' Compensation policy shall contain a waiver of subrogation in favor of Authority.

(b) Commercial General Liability (CGL) insurance coverage with policy limits of at least \$1,000,000.00 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage liability in or on the Easement Areas, the Access Roads or the Drainage Systems, endorsed to cover contractual liability.

(c) Business Automobile Liability insurance coverage for all owned and non-owned motor vehicles used in or on the Easement Areas or the Access Roads, with a policy limit of not less than \$1,000,000 per accident for bodily injury and property damage.

(d) Excess or Umbrella liability insurance coverage having limits of not less than \$5,000,000.00 over and above the underlying primary coverage limits stated above with respect to property damage and bodily injury or death to any number of persons in any one accident or occurrence.

(e) To the extent allowed by law, Grantee shall include Authority as an additional insured under the policies required above, but only to the extent of Grantee's indemnification obligations hereunder.

12. Indemnity. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS AUTHORITY, AUTHORITY'S EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, AND SUBCONTRACTORS (COLLECTIVELY, THE "INDEMNIFIED PERSONS"), FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, FINES, JUDGMENTS AND OTHER EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES AND COSTS OF INVESTIGATION), OF ANY KIND, NATURE OR DESCRIPTION (INCLUDING CLAIMS FOR PERSONAL INJURY, BODILY INJURY, EMOTIONAL DISTRESS, REAL AND PERSONAL PROPERTY DAMAGE AND ECONOMIC LOSS)(ALL OF WHICH ARE COLLECTIVELY REFERRED TO HEREIN AS "CLAIMS") WHICH MAY BE BROUGHT, INSTITUTED OR ASSERTED AGAINST THE INDEMNIFIED PERSONS BASED ON, RELATING TO, RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY OF THE FOLLOWING:

(A) THE FAILURE ON THE PART OF GRANTEE AND/OR ITS SUCCESSORS, ASSIGNS, OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, INVITEES OR LICENSEES (COLLECTIVELY, THE "GRANTEE PARTIES") TO COMPLY WITH THIS AGREEMENT OR ANY LAWS OR REGULATIONS APPLICABLE TO THE INSTALLATION, OPERATION, MAINTENANCE, USE OR REMOVAL OF THE GRANTEE'S IMPROVEMENTS BY THE GRANTEE PARTIES; OR

(B) ANY INJURY TO OR DEATH OF OR CLAIM OF INJURY TO OR DEATH OF ANY PERSON (INCLUDING THE EMPLOYEES OF THE GRANTEE PARTIES) OR ANY DAMAGE TO OR LOSS OF OR CLAIM OF DAMAGE TO OR LOSS OF PROPERTY DIRECTLY OR INDIRECTLY RELATED TO OR CONNECTED WITH (I) THE INSTALLATION, OPERATION, MAINTENANCE, USE OR REMOVAL OF THE GRANTEE'S IMPROVEMENT BY THE GRANTEE PARTIES, OR (II) THE OPERATION OF VEHICLES ON THE ACCESS ROADS BY OR ON BEHALF OF THE GRANTEE PARTIES.

THE INDEMNITIES AND DUTY TO DEFEND SET FORTH IN THIS SECTION 12 APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARE CAUSED BY THE JOINT, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OR STRICT LIABILITY OF ONE OR MORE OF THE INDEMNIFIED PERSONS; PROVIDED, HOWEVER, THAT AN INDEMNITY WILL NOT BE ENFORCED TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT THE APPLICABLE CLAIM AGAINST ANY OF THE INDEMNIFIED PERSONS WAS CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF SUCH INDEMNIFIED PERSONS. NOTWITHSTANDING ANYTHING TO

THE CONTRARY CONTAINED IN THIS SECTION 13, TO THE EXTENT AN INDEMNIFIED CLAIM ARISES OUT OF THE JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE, CAUSATION, RESPONSIBILITY OR FAULT OF THE INDEMNIFIED PERSONS AND THE GRANTEE PARTIES, THEN THE GRANTEE'S OBLIGATION TO THE INDEMNIFIED PERSONS SHALL ONLY EXTEND TO THE PERCENTAGE OF THE TOTAL RESPONSIBILITY OF THE GRANTEE PARTIES IN CONTRIBUTING TO SUCH INDEMNIFIED CLAIM. IN CLAIMS AGAINST ANY INDEMNIFIED PERSON BY OR FOR AN EMPLOYEE OF AN GRANTEE PARTY, GRANTEE'S INDEMNIFICATION OBLIGATION UNDER THIS SECTION 12 SHALL NOT BE LIMITED BY A LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE GRANTEE PARTY UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

13. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Grantee's Improvements to or for the general public or for any public purposes whatsoever, it being the intention of the Parties hereto that this Agreement shall be strictly limited to and for the purposes expressed herein.

14. Not a License. The Grantee's Easements are easements, not licenses.

15. Non-Exclusive Easements. Grantee's Easements shall be subject to any and all easements heretofore granted by Authority to other parties that are either of record in San Patricio County or physically evident on the surface of the Easement Areas. Grantee's Easements are not exclusive and Authority reserves the right to grant such other easements, rights or privileges on the Easement Areas to such persons or entities and for such purposes as Authority in its discretion may select, so long as such purposes do not unreasonably interfere with or interrupt Grantee's use of the of the Access Roads and Drainage Systems for the purposes set forth in this Agreement. .

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the Parties.

17. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement. This Agreement may be executed via facsimile or other electronic transmission, and such counterparts shall have the same force and effect as original signatures. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document, which may be recorded.

18. Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier deliver, facsimile transmission, or other commercially reasonable means and will be effective when

actually received. Any address for notice may be changed by written notice delivered as provided herein.

If to Port of Corpus Christi Authority: Port of Corpus Christi Authority
Attn: Executive Director
P.O. Box 1541
Corpus Christi, Texas 78403

If to Corpus Christi Liquefaction, LLC: Corpus Christi Liquefaction, LLC
Attn: President Corpus Christi Liquefaction, LLC
700 Milam Street, Suite 800
Houston, Texas 77002
Telephone: (713) 375-5000

19. Binding Effect. This Agreement binds and inures to the benefit of the Parties and their respective successors and permitted assigns.

20. No Assignment. Grantee shall not assign any of the rights herein granted, in whole or in part, to any party not an affiliate of Grantee without the prior written consent of the Authority, which may not be unreasonably withheld, conditioned or delayed.

21. Amendment. The provisions of this Agreement may be amended, modified, enlarged, or otherwise changed in whole or in part only by written instrument signed by each of the Parties hereto.

22. Governing Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE 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 THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

23. Severability/Interpretation. In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

24. Holder of Security. In the event at any time during the term of this Agreement Grantee or anyone holding a mortgage, trust, beneficiary of deed of trust or security under Grantee shall be in default of any of the covenants or any of the conditions of this Agreement, then in such event, the holder of the mortgage, deed of trust or other security instrument (the “**Permitted Mortgage**”) may, before forfeiture is invoked by Authority, do and perform any and all acts or things which may be necessary or required to prevent a termination of this Agreement; and the party performing such acts or things shall thereby and thereupon be subrogated to all rights of Grantee under this Agreement. Authority agrees that, if requested in writing by the

Permitted Mortgage, it will send to the said holder at the address specified in the written request copies of all written notices of demand which Authority may serve upon Grantee, or anyone holding under Grantee, under and pursuant to the terms of this Agreement.

It is understood, however, that the Permitted Mortgagee shall in no way be liable to Authority for the performance of any covenants and conditions under this Agreement until such time as it shall acquire by conveyance from Grantee or by foreclosure or other proceedings provided by law or by the terms of its mortgage, deed of trust, or security instrument, all the right, title and interest of Grantee under this Agreement; provided, however, that any party who shall acquire said right, title and interest of Grantee as above provided shall thereupon and thereby become liable for the full performance theretofore and thereafter required to be made by Grantee under the covenants and conditions of this Agreement, as fully and completely and to the same extent as Grantee itself would have been if it still had retained its right, title and interest under this Agreement.

[The signature and acknowledgment pages follow this page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

“AUTHORITY”

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**

By: _____
John P. LaRue
Executive Director

“GRANTEE”

CORPUS CHRISTI LIQUEFACTION, LLC

By: _____
William D. English
Vice President Business Development

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of December, 2014, by JOHN P. LARUE, Executive Director of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Authority.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of December, 2014, by William D. English, Vice President Business Development of Corpus Christi Liquefaction, LLC, a Delaware limited liability company, on behalf of said Corpus Christi Liquefaction, LLC.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT “A”

(Will be provided in final version)

DRAFT



DATE: December 9, 2014

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

AGENDA ITEM NO. 19-G

Award Contract to Ram-Bro Contracting Inc., the Lowest and Best Bidder Based Upon Bids Received on November 25, 2014, for Inner and Outer Harbor Land Management

Several areas around the PCCA are low-lying and hold water during extended periods of wet weather and could, over time, form “wetlands” that could potentially trigger and/or delay the permitting process and project development of the PCCA’s undeveloped lands. Adding fill material and creating or improving drainage ditches to existing outfall structures would help alleviate this issue. Many of these low-lying areas are within boundaries currently permitted for construction activities by the U.S. Army Corps of Engineers for specific projects and therefore need to be addressed before the permits expire.

For this year’s inner and outer harbor land management project, the PCCA prepared contract documents that includes a Base Bid for two low-lying areas—one along the north side of Joe Fulton International Trade Corridor (Area 1) and one near the Bulk Terminal (Area 2)—and Additive Bid Item 1 for a unit price per cubic yard of fill for filling other additional low-lying areas within the project area. See attached exhibit.

On November 25, 2014, we received four responses to our Notice to Bidders (see attached bid tabulation sheet). Ram-Bro Contracting Inc., a local contractor who has completed several projects for the PCCA in the past, submitted the lowest bid, with a Base Bid of \$166,900.00 and an Additive Bid Item of \$22.00 per cubic yard.

Staff recommends that a contract be awarded to Ram-Bro Contracting Inc. in the amount of \$166,900.00 for the Base Bid. Staff further recommends award of Additive Bid Item 1 in the amount of \$22.00 per cubic yard should it be required during the project. Staff also recommends that the Director of Engineering Services be authorized a 6% contingency in accordance with the standard contingency guidelines for general construction projects. The 2014 budget included \$400,000 for this project.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



**Base Bid
(Area #1)**

**Base Bid
(Area #2)**



**INNER AND OUTER HARBOR LAND MANAGEMENT
PROJECT NO. 14-019A
Bid Opening: November 25, 2014 at 2:00 pm**

Company Name	Bid Bond or Check	Base Bid ^A	Additive Bid Item 1 ^B (Per CY)	Time of Delivery*
Ram-Bro Contracting, Inc.	5% Bid Bond	\$166,900.00	\$22.00	70
Garrett Construction Company	5% Bid Bond	\$269,675.00	\$31.20	70
SEMA Construction	5% Bid Bond	\$306,000.00	\$45.00	90
Mako Contracting	5% Bid Bond	\$490,000.00	\$26.70	90

*In calendar days

^A BASE BID: Includes filling two separate low lying areas and ditch re-grading, as indicated on the drawings, including all storm water best management practices. This is a Lump Sum bid item.

^B ADDITIVE BID ITEM 1: Includes unit cost for additional fill to low lying areas as indicated by the engineer. This is a Unit Price bid item.

Read By: David L. Krams, P.E.

Tabulated By: Bert Perez, P.E.

Checked & Prepared By: Melinda Maldonado

Date: November 25, 2014



AGENDA MEMORANDUM
for the Port Commission Meeting of
December 9, 2014

DATE: December 9, 2014

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

AGENDA ITEM NO. 20

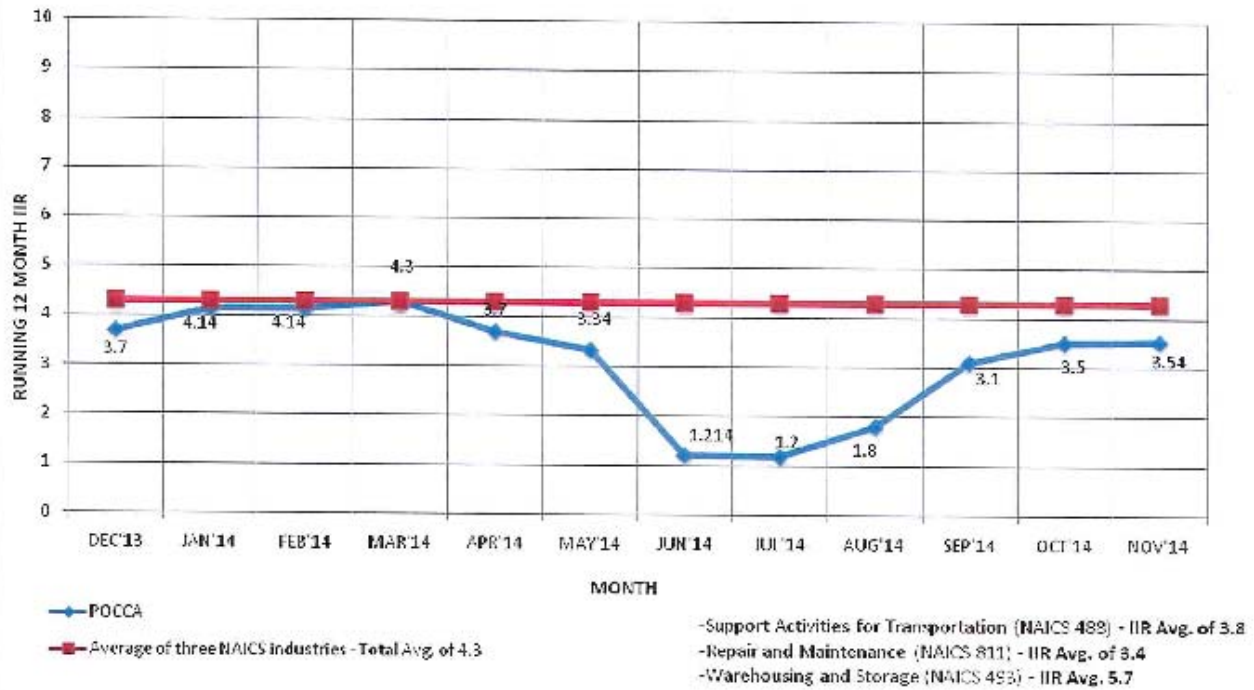


Port of Corpus Christi Authority

Monthly Safety Data Report
November 2014

Safety	POCCA Employees Total		BMD Personnel		Maintenance Personnel		PD Personnel		Admin. & Annex Personnel	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Number of Employees	181		23		40		47		71	
Hours Worked	28,846.50	815,538	4,578	45,841	5,752	59,298	7,681	75,157	10,836	106,410
First Aid Cases	1	10	0	2	0	5	1	2	0	1
Recordable Injuries	1	6	0	1	0	2	1	1	0	1
Recordable Illnesses	0	0	0	0	0	0	0	0	0	0
Lost Time Cases	0	1	0	0	0	0	0	0	0	1
Number of Days Lost	7	18	0	0	0	0	0	0	0	11
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	6	0	1	0	2	1	1	0	1
INCIDENT RATE (As of 1-1-14)		3.80		4.36		6.75		2.66		1.88
Types of Injuries										
Slips/Trips/Falls	1	5	0	1	0	2	1	1	0	1
Struck By	0	1	0	1	0	0	0	0	0	0
Strains/Sprains	1	2	0	0	0	1	1	1	0	0
Cuts/Lacerations/Punctures	0	4	0	0	0	2	0	1	0	1
Back Injuries	0	0	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	1	0	1	0	0	0	0
Other	0	3		1	0	1	0	0	0	0
TOTAL	2	16	0	4	0	8	2	3	0	2
Days Since Last Lost Time Case 66										
Hours Since Last Lost Time Case 528										
Days Since Last Recordable Injury/Illness 23										
Hours Since Last Recordable Injury/Illness 184										
Date of Last Lost Time Case Friday, September 26, 2014										
Date of Last Recordable Saturday, November 08, 2014										
12 Month Rolling Average										
December 2013 - November 2014: 338,573 Hours Worked										
Occupational Injury/Illness Rate: 3.54										

12 MONTH AVG OSHA Injury/Illness RATE OCTOBER 2013 - SEPTEMBER 2014



COMMUNICATIONS***November Events with Employee Participation:***

- Annual AAPA Conference in Houston
- Visit Kiewit Big Foot Project
- voestalpine update meeting
- Hosted Port Santa Marta visit
- START meeting in San Antonio
- Attended TPCO Reception and Luncheon
- Wellness meeting & monthly luncheon
- Various Positive Engagement Campaign meetings
- New Office Building Committee meeting
- Port Organization Study meeting
- Mastermind Committee Mtg.
- Port Commission Mtg.
- CVB monthly meeting
- American Diabetes Board Meeting
- Boys & Girls Club Board Meeting
- VCS Board Meeting
- ISO 14001 External Audit
- Bill Dodge Run/Walk
- Port's Walking Club Saturday 2 mile Walk
- HEB Foot Fest Run/Walk
- Official Bridge Walk
- Harbor Half Marathon
- Walking Club Bridge Walk (Sat)
- Boys & Girls Club Tree Decorating Contest Palmera Mall
- Tree For All Planning meetings
- West Side Business Association Banquet Dinner
- Boys & Girls Club Mixer
- ELI Youth Program
- Port Employee Thanksgiving Luncheon
- Port Users Holiday Mixer planning meetings

Upcoming Events with Employee Participation

• Tree For All 2014	December 1, 2014
• Adopted School Visits (Menger & Evans)	December 3, 2014
• Adopted Schools Visit (Ingleside)	December 5, 2014
• Port Users Christmas Thank you reception	December 18, 2014
• Adopted School Visits (Menger & Evans)	December 3, 2014
• Adopt An Angel (Assisted Living Center)	December 5, 2014
• Port Employee Christmas Party	December 6, 2014
• Bridge Walk	December 7, 2014

- Evans Clothes Drive Delivery December 12, 2014
- LNV Holiday Mixer Party December 12, 2014
- Port Users Holiday Mixer December 18, 2014

Multimedia Coverage for November:

- NEW MEDIA MARKETING MANAGEMENT

- PortOfCorpusChristi.com

- Great events throughout the month of October and real estate resources were the subjects of our Broadcasts/SEACASTS news feed. Each of these stories are original content; written to inspire organic growth with search engines.

- [4th Annual Explore Your Port, World, Future](#)
 - [Bi-national Energy Talks Coming to Corpus Christi in December](#)
 - [Newfoundland Refiners Receive Crude Bearing Vessels via Port Corpus Christi](#)
 - [Crude movement continues to surge - as do revenues](#)
 - [EPA Awards Greenhouse Gas Permits for M&G Resins Corpus Christi Facility](#)

- Website Analytics (October 31 – November 30, 2014)

- 10,754 Sessions
 - 23,620 Page Views
 - 6,338 Unique Users

- User Profiles

Country/Territory	Sessions	% Sessions
United States	9,355	86.99%
Brazil	222	2.06%
India	115	1.07%
Mexico	87	0.81%
United Kingdom	61	0.57%
Canada	59	0.55%
Italy	53	0.49%
Colombia	49	0.46%
Germany	45	0.42%
Spain	42	0.39%

- Top Traffic Sources

Source	Sessions	%Sessions
Google/Organic	4,377	40.70%
Direct	3,924	36.49%
Bing/Organic	752	6.99%
Yahoo/Organic	464	4.31%
Semalt.com	290	2.70%
Americaeconomia.com	101	0.94%

- Social Media

- Facebook (November 1 – December 1, 2014)

- 295 Likes
 - 8,481 Total Reach (10.2-10.30, 2014).

- ❖ 5,907 – paid reach
- ❖ 2,574 – organic reach
- Twitter
 - 626 Followers
 - 48 Mentions and Re-Tweets (November 1 – 30, 2014)
- Photo/Video/Documentary
 - San Pat County Industry via Land and Water
 - Corpus Christi and La Quinta Ship channels from Harbor Bridge to Port A with Port Police
 - Inner Harbor Operations
 - Crude Oil Tankers at CD 9 and 10
 - Images for 2015 Directory
 - Who's Who
 - M&G Site Construction
 - Wind Cargo @ CD 9
 - Barge and Tankers on CCSC
 - voestalpine Site Construction
 - admin Thanksgiving
- MEDIA, MARKETER, AND PUBLIC RELATIONS
 - Coordinating images with Paul Scott Abbott for 2015 Directory
 - Coordinate Media at for A Tree For All Event
- MEDIA ADVISORIES/PRESS RELEASES
 - [Kicking off the Holiday Season with the 17th Annual "A Tree For All"](#)
 - [Supporting Our Future; Port Corpus Christi Hosts the Fourth Annual, "Explore Your Port, World, Future"](#)
 - [The Coastal Bend Region Consolidates Regional Cooperation to Facilitate Communication and Commerce with Tianjin, China](#)
- MEDIA MENTIONS/WEB STORIES
 - 24 (See attached PortCCNews11_2014)

Media Mentions:

11.03.2014	Corpus Christi Caller Times
11.04.2014	Reuters
11.04.2014	San Antonio Business Journal
11.04.2014	San Antonio Express
11.04.2014	Nueces County Record Star
11.05.2014	San Antonio Express
11.08.2014	EagleFordTexas.com
11.08.2014	Corpus Christi Caller Times
11.08.2014	Corpus Christi Caller Times
11.08.2014	Corpus Christi Caller Times
11.10.2014	kris tv

11.10.2014	Corpus Christi Caller Times
11.11.2014	kiii tv
11.11.2014	Corpus Christi Caller Times
11.11.2014	Corpus Christi Caller Times
11.12.2014	Corpus Christi Caller Times
11.12.2014	kiii tv
11.17.2014	Corpus Christi Caller Times
11.18.2014	kiii tv
11.18.2014	kris tv
11.19.2014	Business Wire
11.20.2014	HydrocarbonProcessing.com
11.22.2014	Corpus Christi Caller Times
11.24.2014	Market Report Company

November Marketing - MDR

The Communications Department begins to focus on the 2015 media plan and budgeting. Negotiations are in progress for media buys and placements – with a focus on logistics, oil & gas, breakbulk and project cargo, heavy lift all for audiences in Latin and Central America, Europe and North America. MDR is also auditing Facebook posts to help increase the number of fans following on social media outlets. The Christmas card and holiday mixer evite will be distributed soon with People Move Our Port as the theme.

November 2014 Media/ Editorial Focus/Ad Content:

- Expansion Solutions /Oil, Gas, Coal focus/ The Port of the Lone Star State
- American Journal of Transp. /Breakbulk/ In Texas, Big is no big deal
- Todologistica /Guide of Logistics & Trade /Mejoramos su cadena logistica
- Texas Eagle Ford Shale N/A /Truck, Ship, Rail or Pipe... we've got the moves
- Expansionsolutions.com/ Homepage/ South Texas is growing strong
- America Economia /ROS /Su Puerto en Texas
- Global Trade /N/A /The right partner, the right logistics
- Breakbulk.com /ROS/ In Texas, big is no big deal
- Inboundlogistics.mx /ROS /Su Alianza Logistica en Texas
- AAPA-ports.org /Homepage /The Port of the Lone Star State

December 2014 Media/ Editorial Focus/Ad Content:

- AAPA-ports.org/ Homepage /The Port of the Lone Star State
- America Economia /ROS/ Su Puerto en Texas
- Breakbulk.com /ROS/ In Texas, big is no big deal
- ExpansionSolutionsMagazine.com /ROS /South Texas is Growing. Come Grow With Us.
- Inboundlogistics.mx /ROS/ Su Alianza Logistica en Texas

Current Marketing Developments:

- START Initiative
- 2015 Media Planning
- Various Media and Community Ads

- Account Advising
- Christmas Collateral
- People Move Our Port Campaign
- Social Media Audit



GOVERNMENT AFFAIRS

During November 2014, Government Affairs promoted and protected port and regional interests at the local, state and federal levels of government.

LOCAL

- Assisted Community Relations with luncheon for TPCO guests from Tianjin.
- Attended Corpus Christi Chamber of Commerce Government Affairs committee meeting to prepare for upcoming legislative session.
- Monitored local and statewide elections. Planning port briefings for new elected officials.

STATE

- Worked with Representative JM Lozano's office re testimony at House International Trade & Intergovernmental Affairs committee hearing. The committee agenda included a discussion on the impact of commercial ship traffic on smaller coastal waterways.
- Working with state delegation and consultants to prepare for legislative session.

FEDERAL

- Attended WRRDA Task Force meeting hosted by AAPA regarding strategy to gain funding of the Harbor Maintenance Trust Fund and how funds should be distributed once appropriated.
- Worked with consultants regarding next steps/strategy to gain approval for our widening and deepening component of the Corpus Christi Ship Channel project.
- Working with congressional offices and consultants to monitor, USACE funding, Surface Transportation Reauthorization, National Freight Policy provisions, Harbor Maintenance Trust Fund reform, Port Security Grant Program funding, etc.
- Congress returned to Washington after the Thanksgiving break. It is unclear whether they will pass a short term continuing resolution. No FY2015 appropriation bills have been passed into law.

B B C

BERLANGA BUSINESS CONSULTANTS

84th LEGISLATIVE SESSION PLAN/ISSUES

- Working with Port Commissioner Charlie Zahn and the local elected delegation on windstorm legislation for the 84th legislative session.
- Working with Texas Port Association on issues affecting Texas ports at the direction of Port of Corpus Christi staff.
- Work to capitalize Port infrastructure fund during the upcoming legislative session under discussion by Texas Port Association.
- Will keep our local legislative delegation informed throughout the session, along with key legislative leaders once committee assignments are announced.
- Monitor all legislation affecting the Port of Corpus Christi.
 - The Port of Houston is scheduled to push an omnibus port bill; this will be clean up legislation regarding water waste. We will monitor this bill and will work with the Port of Houston to help in any way possible.
 - The Port of Houston wishes to change the port infrastructure funding bill passed several sessions ago by Sen. Eddie Lucio. We will monitor this bill and look forward to working with the Port of Houston.
 - This session, with transportation being a priority, the port association will be trying to fund the port infrastructure fund which has not been funded. Mr. Eduardo A. Campirano, Director and CEO of the Port of Brownsville, will chair the Texas Port Association Legislative Committee.
 - The overweight permit legislation passed to accommodate the La Quinta project, allowing the port to issue permits for the movement of oversize or overweight vehicles carrying cargo on a roadway/state highway special freight corridor located in San Patricio County owned and maintained by the Port of Corpus Christi Authority, may need tweaking. The port should consult with Lonnie Gregorcyk, TxDOT's District Engineer responsible for the City of Corpus Christi, to see whether changes are in fact needed. Fortunately for us, Mr. Gregorcyk has experience in setting one up. He was involved with the one set up for Victoria. The Port of Brownsville is the model everyone likes and has been the most successful in the state.
- BBC will continue host and sponsor events and luncheons for members of the legislature throughout the year as needed.
- BBC will continue to update/inform Port staff on any issues affecting the Port of Corpus Christi.

Memorandum for Nelda Olivo, Manager of Government Affairs, Port of Corpus Christi

Authority

From **Randy Erben**

Date: November 30, 2014

Re: Activities on behalf of Port of Corpus Christi during November 2014

November 3: Review of memoranda from, and preparation and transmission of memoranda to, Nelda Olivo regarding Nov. 14 hearing of the House Committee on International Trade and Intergovernmental Relations at the Port of Houston; conferences with Jeff Madden, committee director for the House Committee on International Trade and Intergovernmental Relations regarding Nov. 14 hearing; legal research on interim charges of the House Committee on International Trade and Intergovernmental Relations, including charge 3 relating to impact of ship traffic on small coastal waterways; preparation and transmission of memoranda to POCCA representatives regarding interim hearings.

November 4: Preparation and transmission of memoranda to POCCA representatives regarding interim committee hearings.

November 5: Review of memoranda from, and preparation and transmission of memoranda to, Nelda Olivo regarding Feb. 2 Texas Ports Association legislative reception; review of materials related to same; preparation and transmission of memoranda to POCCA representatives regarding general election results and interim state committee hearings.

November 6: Preparation and transmission of memoranda to POCCA representatives regarding interim committee hearings and Nueces County delegation newsletters.

November 7: Preparation and transmission of memoranda to POCCA representatives regarding Nueces County delegation newsletters and interim legislative committee hearings.

November 10: Conferences with Rep. Darby (House Appropriations Committee) and staff, regarding port access fund; conferences with Rep. Israel regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding interim legislative committee hearings and Nueces County delegation newsletters.

November 11: Preparation and transmission of memoranda to POCCA representatives regarding Nueces County delegation newsletters and interim hearings.

November 12: Attendance at Senate Open Government Committee and Sunset Advisory Commission hearings; conferences with members and staff regarding same; preparation and transmission of memoranda to POCCA representatives regarding same; conferences with Sen. Nelson (chair of Senate Finance Committee) regarding port access fund, and Reps. Otto, Aycock, and Gonzalez regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding Nueces County delegation newsletters and interim hearings.

November 13: Attendance at Sunset Advisory Commission hearing; conferences with members and staff regarding same; preparation and transmission of memoranda to POCCA representatives regarding same; conferences with Reps. Rodriguez and Crownover regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding interim hearings and Nueces County delegation newsletters.

November 14: Attendance at House Select Committee on Transportation Funding hearing; conferences with members and staff regarding same; preparation and transmission of memoranda to POCCA representatives regarding same; conferences with Sen. Estes and Rep. Miller, and staffs, regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding interim hearings and Nueces County delegation newsletters.

November 17: Conferences with Kathy Walt, chief of staff to the Governor, regarding port issues; conferences with Sen. Birdwell and staff regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding political activities and interim state legislative hearings.

November 18: Review of memoranda from Nelda Olivo, and preparation and transmission of memoranda to Nelda Olivo regarding Nov. 25 meeting in Corpus Christi with Port Commissioners and staff on 2015 legislative session, overweight vehicle permits, and 2015 legislative work plan; legal research on 2009 overweight vehicle permits legislation, and 2015 legislative work plan.

November 19: Attendance at House State Affairs Committee meeting on electric markets; conferences with members and staff; conferences with Rep.-elect Paul regarding port issues; preparation and transmission of memoranda to POCCA representatives regarding interim hearings and Nueces County delegation newsletters; legal research on 2009 overweight vehicle permits legislation, and 2015 legislative work plan.

November 20: Preparation of 2015 legislative work plan, and transmission thereof to Nelda Olivo; review of memoranda from Nelda Olivo regarding 2015 legislative work plan; conferences with Rep. Oliveira regarding port issues and interim charges; preparation and transmission of memoranda to POCCA representatives regarding interim hearings and Nueces County delegation newsletters.

November 21: Conferences with Rep. Hunter regarding port issues this upcoming session; revision of 2015 legislative work plan, and transmission thereof to Nelda Olivo; preparation and transmission of memoranda to POCCA representatives regarding Nueces County delegation newsletters and political activities.

November 24: Conferences with Rep. Hunter regarding port issues this upcoming session; preparation and transmission of memoranda to POCCA representatives regarding Nueces County delegation newsletters and political activities.

November 25: Attendance at meeting with Port Commissioners and staff in Corpus Christi regarding 2015 legislative agenda.

November 1-30: Conferences with Sen. Hinojosa, Rep. Hunter, Rep. Herrero, and Rep. Lozano, and staffs, regarding port issues; Review of, and legal research on, legislation affecting Port of Corpus Christi; review of homeland security legislation and appropriations on federal level and interim studies relating to port issues on state level.

BORSKI ASSOCIATES, LLC

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(215) 327-5600 (Cell)

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Washington, DC 20005
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MEMO

To: Port of Corpus Christi
From: Borski Associates
Date: December 2, 2014
Re: Monthly Report

Channel Improvement Project

We met with Cassidy & Associates to plot ways to secure approval of amending the project partnership agreement to allow the project proceed. We are working to secure a meeting with the Vice President's office, as Vice President Biden has been particularly interested in port issues.

Election Results

Senate Republican candidates won eight seats held by Democratic Senators, giving them a majority of at least 53 seats. Louisiana's contest, in which neither incumbent Senator Mary Landrieu nor challenger Representative Bill Cassidy received 50 percent of the vote, will be decided on December 6th. Most observers believe Cassidy will prevail in this contest as well.

House Republicans picked up 12 seats in the House of Representatives, solidifying the Republican majority.

FY15 Budget and Appropriations

The election results, coupled with the President's executive order shielding certain illegal immigrants from deportation, are complicating completion of this Congress' unfinished business. No FY15 appropriations bill has been passed into law this year, effectively leaving Congress with two options moving forward - a continuing resolution funding federal agencies at current levels or an omnibus appropriations package that cobbles all spending bills into one.

Many of these bills have been negotiated and finalized by House and Senate appropriators. But a significant faction of conservative Republicans are clamoring for a confrontation with the President over his executive order and are hoping to either prohibit or defund that action via annual appropriations (which would be vetoed by the President). Republican leaders in both the House and the Senate are hoping to avoid a government shutdown, so that the new Congress is not beset with issues from the previous term.

The current continuing resolution funding the government operations is set to expire on December 11th. Unless an agreement can be reached in the next few days, we anticipate Congress passing a short term continuing resolution to provide more time for an agreement.

Other Issues

Several other issues remain for Congress to address before the session comes to a close. The largest issues include an authorization for the use of force against ISIS, funding to combat ISIS and respond to Ebola, the annual defense authorization bill, extension of certain business and investment tax breaks, and the Terrorism Risk Insurance Act reauthorization. These too are have been complicated by the election results, as Republicans have indicated an interest in reconsidering certain provisions in the next session when they control both chambers. We anticipate, however, that the tax provisions will be extended (retroactively) to cover 2014 and that Congress will finalize a national defense authorization. We also expect Congress will pass some sort of funding package on ISIS and Ebola, but the contours of that remain to be seen. At this point, it is likely that Congress, despite furious lobbying from the insurance and business communities, will only pass a short term extension of the Terrorism Risk Insurance program.

Initial Outlook for 2015

Both House and Senate Republicans have secured significant majorities in Congress, but the political dynamic has not changed dramatically. It is important to note that few pieces of legislation can pass the Senate short of a 60 vote majority and the Senate's Democratic Caucus will be smaller, but also more liberal. House Republicans have more room to operate (and perhaps cut deals with the White House), but are still beset by internal divisions that pit insurgent conservatives against more establishment-minded Members.

Additionally, by gaining majorities, House and Senate Republicans are tasked with governing and not merely playing the opposition. We expect it to take several months before the hard task of finding agreement begins in earnest, especially as Senate Republicans organize their majority.

Some interesting Committee assignments include:

- Senator Jim Inhofe of Oklahoma will reclaim the Chair of the Environment and Public Works and will be a key player in the debates over infrastructure spending. Senator Inhofe is known as a very conservative but very pro-infrastructure Chairman and he will be in a unique position to find agreement, particularly with more conservative Senators, on infrastructure initiatives.
- Senator Thad Cochran of Mississippi will reclaim the Chair of the Appropriations Committee. Senator Cochran was a prolific earmarker throughout his career and has a more traditional approach to government spending. While his hands will be tied by the parameters of the Budget Control Act of 2011, we expect him to take a workman-like approach to annual spending.

We expect to learn more about the new Republican majority's agenda over the coming weeks and months, and will advise you of any issues of importance.

BUSINESS DEVELOPMENT

- To continue sustainable business development activities in petrochemical and bulk products we participated within APLA (Latin American Petrochemical Association). The Conference took place in Rio de Janeiro, Brazil. Countries from North and South America as well as from Europe and Asia in attendance. In total, over 850 executives and companies participated this year. PCC had booth and our primary task was to present the economical expansion and investments maturing within our Port.
- Met with various companies exporting “resins” from the U.S.A. into Colombia. The intended Liner Service (PCC to Palermo) requires a “base cargo” to cover its daily running costs. Colombia imports resins by the thousands of tons per year. We’re to meet with those companies domiciled in the USA in January and our local Rep. will perform the same within Colombia.
- Interest shown, as well, from a couple of petroleum storage entities which area looking towards PCC for business opportunities. They plan to visit us within the next few weeks.
- Received a visit from an entity interested in pursuing stevedoring services-operations within the Bulk Terminal. They’ll be willing to invest in equipment in order to expedite the discharge operations of bulk materials. Our Operations department provided them with a tour of the facility.
- We were invited to the 20th anniversary of Pharr International Bridge event. A short congratulating comment from PCCA was given to the Pharr authorities and audience.
- Wind cargo components continue to arrive to our docks. We are receiving them via vessels as well as via unit trains (for exports). We should conclude the year with the volumes and revenues projected for 2014. In addition, we anticipate for next year being a bit busier with this type of cargo. Aside from our present customers, we continue discussions with two new major manufacturers regarding upcoming imports and exports of wind components.
- The pipe imports continue to arrive from Asia. So far, per month, we have received an average of eight thousand tons of pipes for the oil and gas industry.
- Frac sand cargoes/operations have slowed down within our number 9 dock (via barge) as well as via rail. Nevertheless, there’s interest from a couple of entities who are working on presenting to us lease proposals to handle frac sand in 2015.
- Continued to monitor developments of a logistical provider working on two import shipments of heavy project cargo for direct discharge to rail within first quarter of 2015.
- Continue to receive vessels with import cargo/components for one of our local mega projects/entities. Likewise, we’ve met with other logistics providers for the planning of receiving import shipments of components and machinery for other two entities around PCC.
- Actively participating within the steering committee in preparation for the Eagle Ford Shale Consortium conference scheduled for early next year.
- Continue monitoring/coordinating with the foreign entity seeking the bid for the reefer facility and our Engineering department.
- Maintenance works for Port Tariff 1-A as well as Bulk Terminal Tariff 1-A, including: support on monthly program for accurate billing of long-term storage; accurate wind component dimensions wharfage and participated within the meetings regarding expected new tariff language for 2015.

HUMAN RESOURCES

General:

There was a Pre-Placement Physical Examination and drug tests along with (2) Post-Accident drug tests conducted.

Employee meetings were held for the 2015 Plan year for the American Family Life Assurance Company (AFLAC) and WageWorks, Inc. These companies offer a variety of voluntary employee benefits as well as Flexible Spending Accounts.

There were additional meetings held with management to discuss:

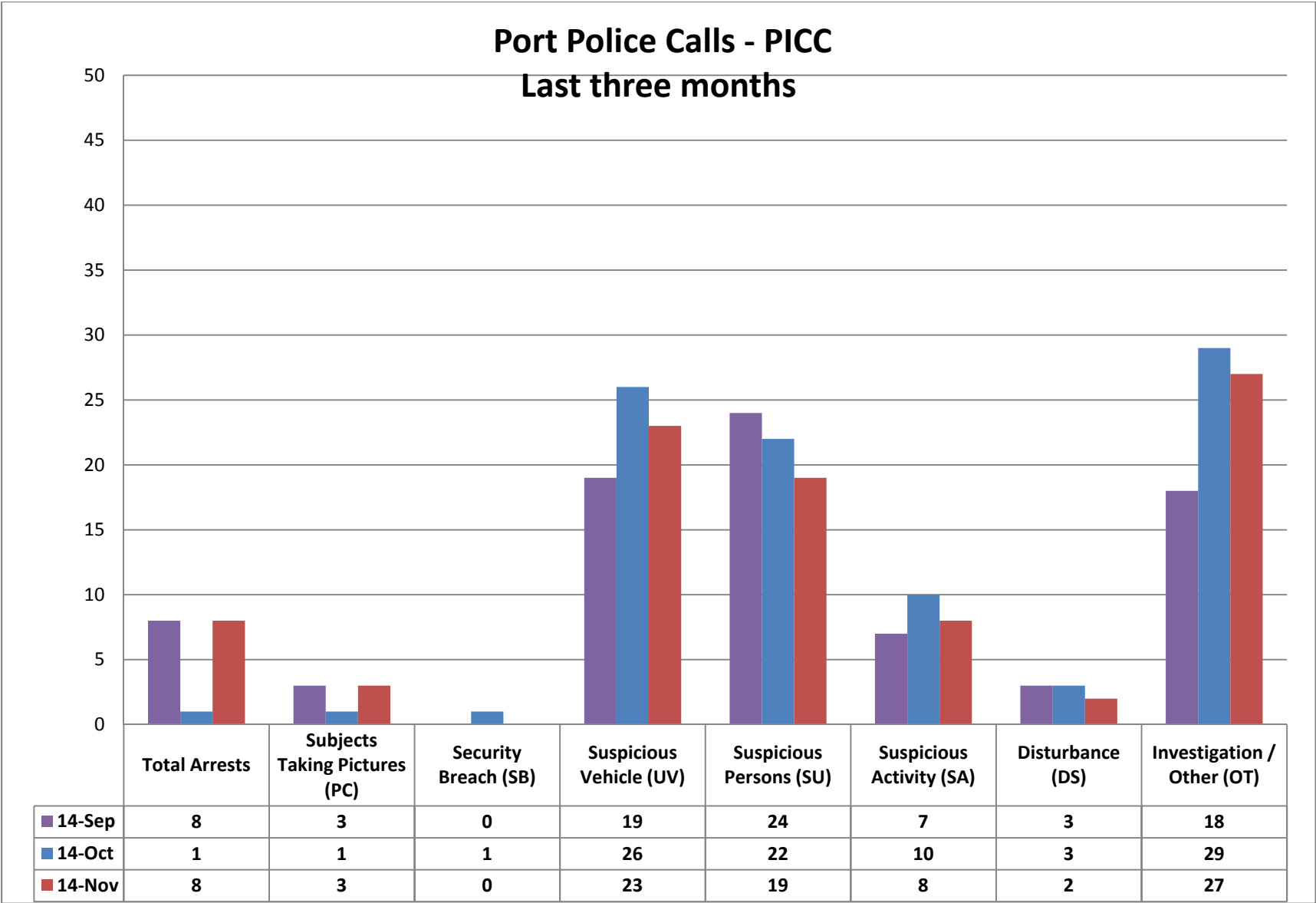
- Human Relations
- Recruitment
- Staffing
- Employee Development
- Payroll Administration/Compensation

Contract Participation:

At the end of November 2014 (507) vendors were registered on the established E-Bid System web site for businesses doing and those wanting to do business with PCCA. Of the vendors registered (198) are Target Group Vendors. The Target Group Vendors are: Disadvantaged Business Enterprise (DBE), Historically Underutilized Business (HUB), Minority Business Enterprise (MBE), Woman Owned Business (WOB) and Small Business Enterprise (SBE).

Port of Corpus Christi Authority				
Organizational Chart				
November 28, 2014				
DEPARTMENTS	Exempt	Non-Exempt	Temporary	Total
Executive Director	3	1	0	4
Human Resources	2	3	0	5
Managing Director	2	0	0	2
Engineering Services	15	4	0	19
Finance & Admin.	1	1	0	2
Accounting	3	6	0	9
Information Tech	8	0	0	8
Business Development	3	0	1	4
Communications	3	1	0	4
Operations	6	0	0	6
Maintenance	2	38	0	40
Harbormaster's Office	1	8	0	9
Bulk Handling Facility	3	20	0	23
Security/Police Dept.	4	42	0	46
TOTAL	56	124	1	181
E - EXEMPT				
NE - NON-EXEMPT				
H - HOURLY				
T - TEMPORARIES				

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OPERATIONS

HARBORMASTER

Ship Arrivals

<u>November 2014</u>			<u>November 2013</u>		
<u>Tankers</u>	<u>Freighters</u>	<u>YTD Ships</u>	<u>Tankers</u>	<u>Freighters</u>	<u>YTD</u>
91	40	1463	88	35	1328

Barge Arrivals

<u>November 2014</u>			<u>November 2013</u>		
<u>Tank Barges</u>	<u>Freight Barges</u>	<u>YTD Barges</u>	<u>Tank Barges</u>	<u>Freight Barges</u>	<u>YTD Barges</u>
522	72	6309	466	25	4864

Shifting

<u>November 2014</u>		<u>November 2013</u>	
<u>Tankers</u>	<u>Freighters</u>	<u>Tankers</u>	<u>Freighters</u>
11	6	22	1
<u>Tank Barges</u>	<u>Freight Barges</u>	<u>Tank Barges</u>	<u>Freight Barges</u>
905	4	967	32

Average Daily Vessel Arrivals

	<u>2014</u>	<u>2013</u>
Ships:	4.37	4.10
Barges:	19.80	16.37

Channel Disruptions

2014

There were 70.97 hours of channel disruption in November. 3.3 hours for inbound rig movement. 24.67 hours for fog and 42.97 hours due to oil spills. These disruptions caused 8 inbound and 14 outbound delays.

2013

There were 67.5 hours of channel disruption in November. 46.5 hours due to fog, 13.0 hours due to high winds and 8 hours 1 way traffic for rig movements. During these disruptions 18 inbound vessels and 8 outbound vessels were delayed.

BULK TERMINAL

- Current Projects:
 - Preparing to replace three-quarter belt covers with full belt covers
 - Dust control for all pads and roads
 - Preparing for pad resurfacing and paving projects
 - Replacing idlers and covers on CB# 2
 - Replacing pans under the ship loader belt and CB# 5

- Installing cable tray along CB# 2
- Current Activity
 - Railcars:
 - Loaded Cars: 72 for a total of 7,864.50 Short Ton pet coke
 - Unloaded Cars: 0 for a total of 0 Short Ton pet coke
 - Bulk Dock #1:
 - 44,032.91 Short Tons Barite
 - 7716.27 Short Tons Rutile Sand
 - Bulk Dock #2:
 - 102,077.40 Short Tons Pet Coke
 - Pads:
 - 139,791.93 Short Tons Pet Coke
 - 4,875 Short Tons Sulfur

OPERATIONS COORDINATOR

- Insurance:
 - Indemnification matter: Work continues with PCCA legal counsel and Consultant. Resolution of this issue is ongoing.
 - Insurance Consultant: Work continues on the selection. We expect this to be resolved at the January Commission meeting.
 - Port Damage Claims:
 - Total recovered to date (2010 – 2014) is \$71,008

MAINTENANCE

- Performed preventative maintenance (PM) on vehicles, safe boat and equipment at the Maintenance Department.
- Performed routine inspection and PM on lights, water outlets.
- Performed grounds keeping port wide.
- Performed monthly a/c service port wide.
- Over saw janitorial service on all port facilities.
- Responded to a call out and arranged to have grease tank pumped out at the Ortiz Center.
- Inspected electrical outlet and wiring in the Kitchen at Ortiz Center.
- Checked for blockages on the gutter in front of the Ortiz Center.
- Replaced plexi-glass on the guard house at Stroman and also replaced broken chair.
- Repaired heater at Avery point guard house.
- Removed a/c unit at the old guard shed cargo dock 9 and 10.
- Replaced ceiling tile and rail on 1st floor ladies restroom Admin Building. Also replaced ceiling tile on second floor hallway.
- Completed counter top for the conference room at Police Department.
- Replaced a/c unit and heater at Amtex security office behind Police Dept.
- Replaced lamps in hallway and Sandy's office at Police Department.
- Repaired back flow prevention device on potable water line of BMD 1.

- Assisted engineering with locating Inclinometer at cargo dock #2.
- Repaired potable water line between cargo dock 1 and 2.
- Repaired damaged walkway grating at oil dock 11.
- Replaced condenser motor on a/c at oil dock 5.
- Changed out fire monitor valve at oil dock 3.
- Conducted road repair at building 26, 27. Also repaired road at west yard and north bank storage yard.
- Removed forward thruster unit from fire boat. Dean traveled to Houston to oversee breakdown of thruster and discuss deficiencies with tech.
- Inventoried tools and materials on all vehicle and shops.

FOREIGN TRADE ZONE

- A meeting with zone operators and local Customs and Border Protection (CBP) officers was held on Friday, November 14. CBP provided updates on FTZ procedures, compliance reviews, zone-to-zone transfer procedures and reminded all Operators of required end-of-the year reports and reviews.
- FTZ Manager has been assisting voestalpine and M&G on items needed for FTZ application package in addition to working with companies that contact the Port expressing interest in FTZ benefits.

ORTIZ CENTER

November was a great month for us at the Ortiz Center. We exceeded budgeted top line sales by \$56k. This will result in a greater than anticipated profit for the month.

As we look back at the month of November, we were very excited to be the host venue to several exciting events. During the month, we hosted the Diocese of Corpus Christi School Districts Annual Meeting; Sembradores de Amistad hosted by the Corpus Christi Hispanic Chamber of Commerce and the Texas A&M Corpus Christi 20/20 Annual Luncheon and the retirement celebration for the Honorable Judge Klager hosted by the Corpus Christi Bar Association.

In addition, the Ortiz Center was honored to be selected as the host venue for the annual Art Museum of South Texas Gala. This event was the second largest event held at the Ortiz Center since Ovarations took over management. The event featured Lyle Lovett and was a resounding success resulting in the Art Museum already asking us to hold dates for next year's event.

As this calendar year draws to close, we are in a great position to end the 2014 financial year ahead of profit while we continue to remain focused on hitting top line sales. As we look to 2015, we have been able to secure \$480k in contracted bookings and are trending to start the New Year off in a great position.

Below are 2013 totals and numbers to-date for 2014 activity.

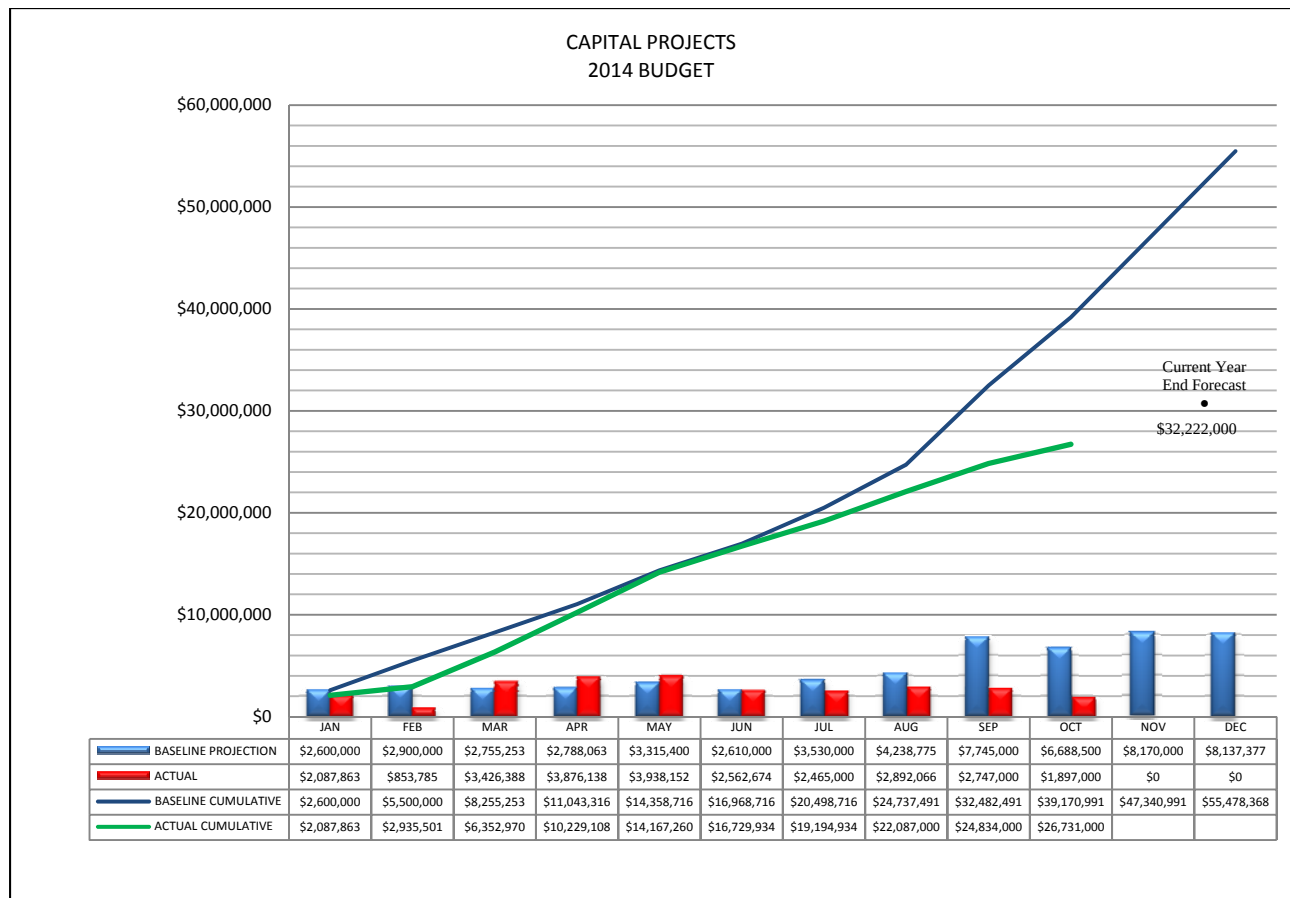
2013	Guest Attendance	Number of Events	Revenue	2014	Guest Attendance	Number of Events	Revenue
January	3,356	25	\$89,498	January	3,955	36	\$142,351
February	4,442	34	\$134,776	February	4,911	33	\$114,326
March	5,108	27	\$132,429	March	4,086	38	\$127,299
1st Quarter	12,906	86	\$356,703	1st Quarter	12,952	107	\$383,976
April	4,857	32	\$132,008	April	6,953	53	\$216,268
May	6,238	41	\$227,471	May	4,714	33	\$163,022
June	5,662	41	\$165,143	June	2,878	39	\$128,631
2nd Quarter	16,757	114	\$524,622	2nd Quarter	14,434	123	\$507,921
July	1,327	20	\$61,424	July	3,290	44	\$132,152
August	2,460	29	\$73,043	August	2,147	27	\$81,385
September	4,562	30	\$117,913	September	3,766	29	\$144,026
3rd Quarter	8,349	79	\$252,380	3rd Quarter	9,203	100	\$357,563
October	5,847	39	\$177,754	October	5,838	43	\$190,869
November	3,376	44	\$194,506	November	2,147	30	N/A
December	3,617	38	\$281,783	December			
4th Quarter	12,840	121	\$654,043	4th Quarter			
Totals	50,852	400	\$1,787,748	Totals			

ENGINEERING SERVICES

As of November 30, 2014, the Port of Corpus Christi Authority Department of Engineering Services had completed 50 projects and has 91 projects in progress. These projects consist of 77 Capital, 35 Maintenance, and 29 Professional Service projects. During November, \$2,480,000 was invoiced for ongoing work. To date this year approximately \$32,680,000 has been invoiced for work performed. Below is a table detailing the 2014 budget amount and the “to date” cost and year end forecast, for the capital, maintenance and professional services.

Engineering Services November 2014 Report				
Project Type	No. of Projects	2014 Budget Amount	Expended to Date	Forecast
Capital	106	\$55,478,368	\$26,731,000	\$32,222,000
Maintenance	45	\$3,685,000	\$3,687,000	\$3,976,000
Professional Services	48	\$2,010,000	\$2,262,000	\$2,618,000
Total	199	\$61,173,368	\$32,680,000	\$38,816,000

Below is a graph representing the 2014 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.



The status of the following listed projects currently in progress is provided for your information:

CAPITAL PROJECTS

Security Grant Improvements Projects

Grant Thirteen: Funds have been released for the 2013 FEMA Security Grant projects to install an emergency generator on the Southside Cargo Terminal and to provide surveillance cameras to the La Quinta Ship Channel. Bids have been received for the generator project. This item will be on January agenda for commission approval. Port is finalizing plans and specifications for the placement of La Quinta cameras and should be receiving bids by March 2015.

Nueces River Rail Yard – Phase I (09-037A)

Embankment for the rail yard is 100% complete. Limestone flex base has been placed on 100% of the project. Installation of the french drain system is 100% complete. Four train loads of rail ballast stone have been delivered. Rail installation is 95% complete. Work has begun on the bike path along the south shore of Nueces Bay.

Nueces River Rail Yard – Phase II (13-043A)

CH2M Hill has begun work on the final design of the rail yard expansion plans. TxDOT has approved 75% design drawings. The contract documents have been delivered to TxDOT for their review. Environmental coordination with TxDOT is complete. Project is scheduled to bid in January.

Permian Yard Drainage Improvements (09-041A)

Contractor has installed culvert under Navigation Blvd. and railroad. Contractor is working on area south of railroad. Project is 80% complete. Contractor has been stopped due to a Martin Midstream pipeline leak found in the work area.

Permian Yard Drainage Improvements – Phase II (09-041B)

Notice of Award was issued to BONCO, LLC. PCCA is currently awaiting the return of the bonds and agreements to issue a Notice to Proceed.

Tule Lake Public Barge Dock – Oil Dock 14 (13-032A)

The design of a ship dock option is complete. Project is out for bid. Bids open December 10, 2014.

West Barge Mooring Area (13-051A)

Notice to Proceed has been issued to Russell Marine, LLC. Pre-construction meeting is scheduled for December 8, 2014. USACE permit has been received by PCCA for this project. Contractor projecting to start work beginning of 2015.

Resurface Public Storage Pads (14-030A)

Freese & Nichols was selected as the consultant for the design phase. Design Completion is mid-late December 2014.

Construct 8" Water Line at La Quinta (14-045B)

Design has begun to complete the water line loop to serve the PCCA's La Quinta property.

New Fire Barge Dock (12-034A)

Design is being finalized for a dedicated berth for the Port's Fire Barge. This will be located at the west end of Cargo Dock 2 (Ortiz Center). COE permit has been approved.

Replace Generator for VTIS at Harbor Island (14-048A)

The Notice to Proceed has been issued. Current schedule estimates delivery for early January.

Northside Storage Yard Expansion (12-028A)

Project located just north of Cargo Dock 9. Contractor is 99% complete. Contractor is scheduling additional underground conduit for AEP.

Port Area Signage & Landscaping Improvement (14-039A)

Naismith Engineering performing preliminary study.

Gregory Relief Rail Bypass (14-040A)

Consultant negotiations are ongoing.

Replacement of Dock House on Oil Dock 10 (14-041A)

Design drawings and contract documents have been finalized. However, Oil Dock 10 customer (Flint Hills Resources) has requested that project be delayed until their substantial turnaround schedule has been executed, which will occur at the end of May 2015.

New Port Office Facility (14-036A)

WKMC Architects is under contract to develop a program of requirements and preliminary site layouts. A second round of meetings has been completed with PCCA departments and input is being used to develop preliminary space documentation.

Construction of Multi-purpose Ship and Barge Dock & 15 Acre Storage Yard at La Quinta Gateway Terminal (14-037A)

Design began in mid September, 2014. Anticipate design to be completed mid Summer, 2015.

Oil Dock 3 Upgrades (14-058A)

Govind Development has developed preliminary concept layouts for staff review. Staff has hosted a Users Group meeting for input on conceptual layouts, and Govind is preparing permit drawings and preliminary cost estimates for concept layout options.

Remove Tule Lake Lift Bridge Foundations (07-046C)

An extension of time has been requested for the permit with the USACE.

Maintenance Building Relocation (14-061A)

WKMC Architects is under contract and has reviewed historic documentation. WKMC met with Operations/Maintenance to discuss space and operational needs and is currently

working on preliminary layouts. Follow-up meeting with staff are scheduled for early December 2014.

Surplus Sale of Cold Storage Warehouse (14-062A)

A pre-sale advertisement for one facility was published in October. One interested party has completed testing and inspection of the equipment, and other parties have expressed interest. A formal advertisement for the surplus sale is scheduled for December, 2014 with bids due no more than 30 days later.

Inner Harbor Rail Upgrades and Improvements (14-016A)

Contractor continues to construct track for site south of BMD-1 and for site south of BMD-2.

Design of New Public Oil Docks at Viola (14-044A)

HDR and staff have met to begin preliminary design. PCCA staff gave HDR direction for preliminary layouts of concept Docks 17 & 18. The geotechnical work is underway. HDR is continuing to review layout option to move forward with design.

Bulk Dock Road Extension (14-018D)

RVE is designing the new roadway. Project design is 60% complete and is currently under staff review.

La Quinta Terminal Aquatic Mitigation (12-031A)

CHE has begun work on the preliminary design. Plan to advertise for bid in December.

MAINTENANCE PROJECTS

Maintenance Painting at Bulk Terminal (13-049A)

Maintenance painting is being performed at Bulk Terminal on an as needed basis.

Structural Repairs at Oil Dock 11 (13-030A)

Construction is complete. Final acceptance paperwork has all been processed. No further reporting required.

Purchase of Dock Fenders and Panels (14-014A)

All bid items have been awarded and Notice to Proceed has been issued. Delivery of fenders and panels are scheduled by mid December. Currently PCCA has received three of the eight fenders packages (bid items).

Roadways & Parking Lot Repairs (2014) (14-018A)

RVE, Inc. was selected as the consultant for the design phase. Garrett Construction has started work on this project, and is scheduled to be complete by mid December 2014.

Inner and Outer Harbor Land Management (14-019A)

Design has begun. This project will improve Port property for future use.

ENVIRONMENTAL/PROFESSIONAL PROJECTS

Environmental Management System (14-025A)

Our EMS Program is ISO 14001 certified for the sixth year. Current initiatives under the EMS Program include measures to reduce spills and impacts to storm water runoff from our operations. During 2014, staff will be working with Port Customers to establish partnerships that promote the EMS Program. Port staff has initiated a partnership with Dix Fairway on training & awareness on the EMS program and environmental stewardship when loading and unloading cargos at the Public Docks and will initiate the same partnership with two other stevedores – Gulf Stream and Port Corpus Terminal. Other initiatives resulting from the EMS program include the Gulf Port’s Environmental Summit and the Growing Greener Initiative.

E2 Manage Tech was contracted to evaluate our compliance program. This project is complete and only a couple of items were noted, which staff has implemented. Trinity Consultants was contracted to oversee and facilitate the Internal Audit Program and serve as our lead auditor. An initial site visit was conducted and the internal audit occurred on May 28-30 and a Find & Fix audit occurred on September 17, 2014. The external audit occurred on July 29 and 30, 2014. Two observations and two minor non-conformances were issued and our certificate has been renewed for another year. Staff is correcting issues identified during all audits.

Request for Statement of Interest & Qualifications for 2015 Major and Minor Engineering/Architectural Projects (15-001A)

In the process of preparing the request of interest and qualifications for the consultant selection for the 2015 projects.

Widen CCSC and Additional Barge Shelves (14-043A)

Consultant has developed options and potential approvals to permit or authorize and fund. Draft planning matrix reviewed in July 2014. Path forward pending PPA to construct CCSC-CIP 52' project. PCCA pursuing amending La Quinta PPA and accelerating funds to widen lower bay of CCSC and construct barge shelves. USACE is completing an economic update to this LRR to include the widening only component. The target date for completion is June, 2015.

Underwater Inspections of Various Waterfront Facilities (14-035A)

RVE has completed underwater inspection field work for Oil Docks 2, 3, 10; Cargo Docks 1, 2, 8, 9; and Bulk Material Docks 1 and 2. RVE is currently working on engineering report.

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 economic update to the LRR. The target date for completion is June, 2015.

ENGINEERING

MASTER AGREEMENTS & SERVICE ORDERS

Listed below are the Master Agreements implemented including values of Service Orders issued per year:

	2013	2014
HDR, Inc. (13-01)	\$1,265,839	\$793,500
Freese and Nichols, Inc. (13-02)	\$82,811	\$407,191
Govind Development, LLC (13-03)	\$324,800	\$249,450
Naismith Engineering, Inc. (13-04)	\$205,000	\$45,000
CH2M Hill (13-05)	\$1,283,325	\$2,613,470
RVE, Inc. (13-06)	\$206,052	\$472,329
LNV, Inc. (13-07)	\$70,000	\$105,500
Lockwood, Andrews and Newnam, Inc. (14-01)		\$62,694
Maverick Engineering (14-02)		\$58,000
Coast & Harbor Engineering (14-03)		\$193,645
WKMC Architects (14-04)		\$140,000

ENVIRONMENTAL

MASTER AGREEMENTS & SERVICE ORDERS

Listed below are the Environmental Master Agreements implemented in 2014 including Service Order Values:

Golder & Associates (01-14)	\$45,300
RPS, Inc. (02-14)	\$81,300
Trinity Consultants (03-14)	\$40,000
E2 Manage Tech (05-14)	\$82,043
Apex Tritan, Inc. (06-14)	\$66,990
RSA, Inc. (09-14)	\$169,558

UPCOMING BID OPENINGS

Sale of Salvaged Refrigerated Warehouse Building
& Equipment at Cargo Dock 10 (14-062A)

December 30, 2014



PORTCORPUSCHRISTI

Port of Corpus Christi Authority

Monthly Financial Summary

October 31, 2014

**Port of Corpus Christi Authority
Monthly Financial Summary
October 31, 2014**

STATEMENT OF NET POSITION HIGHLIGHTS:

Assets:

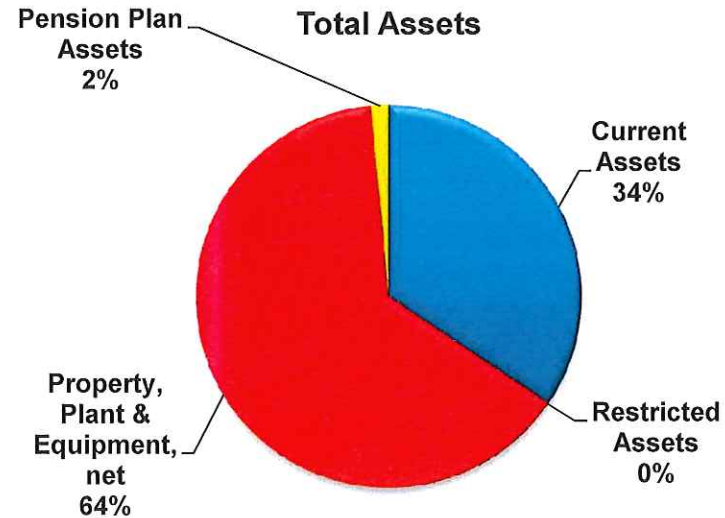
Current Assets:	
Unrestricted Cash:	
Cash in Bank	\$ 6,143,882
Investments	\$ 145,228,154
Unrestricted Cash	\$ 151,372,036
Accounts Receivable	\$ 7,680,773
Other	\$ 2,375,645
Current Assets	\$ 161,428,454
Restricted Assets	\$ 36,089
Property, Plant & Equipment, net	\$ 300,477,251
Pension Plan Assets	\$ 6,970,384
Total Assets	\$ 468,912,178

Liabilities:

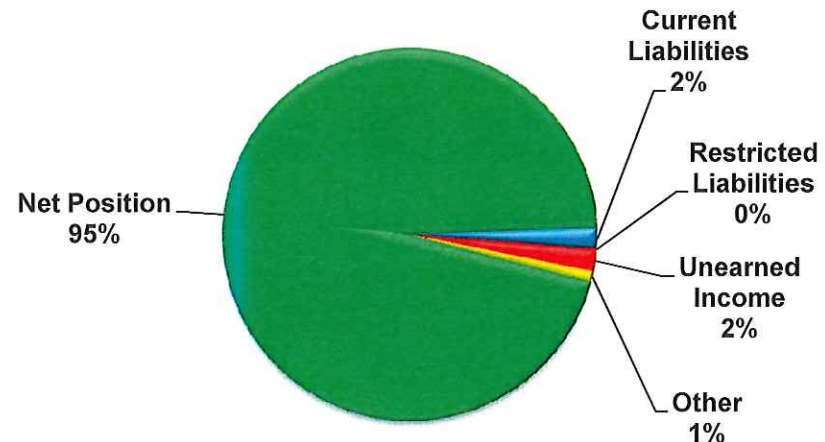
Current Liabilities	\$ 8,416,294
Restricted Liabilities	\$ 323
Unearned Income	\$ 9,194,459
Other	\$ 3,956,216
Total Liabilities	\$ 21,567,292

Net Position:

Investment in Net Assets	\$ 291,282,791
Restricted Net Position	\$ 36,089
Unrestricted Net Position	\$ 156,026,006
Total Net Position	\$ 447,344,886



Total Liabilities/Net Position

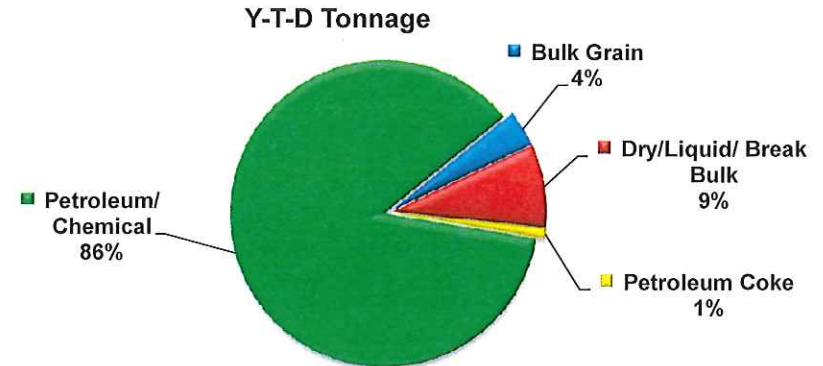


**Port of Corpus Christi Authority
Monthly Financial Summary
October 31, 2014**

OPERATIONS:

Tonnage (Short Tons):

	Month	2014 Y-T-D	2013 Y-T-D
Bulk Grain	533,528	3,094,712	2,449,681
Break Bulk	55,570	247,984	316,308
Dry Bulk	774,853	6,476,033	6,466,441
Liquid Bulk	98,865	420,447	301,887
Chemicals	178,683	1,826,973	1,539,108
Petroleum Coke	70,235	839,708	828,036
Petroleum	7,677,468	69,361,923	60,920,101
Total	9,389,202	82,267,780	72,821,562



Operating Revenue:

	Actual	Budget	Variance
Month	\$ 7,301,491	\$ 6,234,947	\$ 1,066,544
Y-T-D	\$ 66,959,061	\$ 62,590,697	\$ 4,368,364

Operating Expenses:

	Actual	Budget	Variance
Month	\$ (3,199,892)	\$ (3,087,939)	\$ (111,953)
Y-T-D	\$ (30,943,747)	\$ (31,419,378)	\$ 475,631

Operating Income (Loss) Before Depreciation:

	Actual	Budget	Variance
Month	\$ 4,101,599	\$ 3,147,008	\$ 954,591
Y-T-D	\$ 36,015,314	\$ 31,171,319	\$ 4,843,995

Depreciation:

	Actual	Budget	Variance
Month	\$ (1,008,344)	\$ (941,473)	\$ (66,871)
Y-T-D	\$ (10,081,523)	\$ (9,414,899)	\$ (666,624)

Other Revenue (Expenses):

	Actual	Budget	Variance
Month	\$ 118,909	\$ 45,379	\$ 73,530
Y-T-D	\$ 539,892	\$ 455,201	\$ 84,691

Income (Loss) Before Capital Contributions:

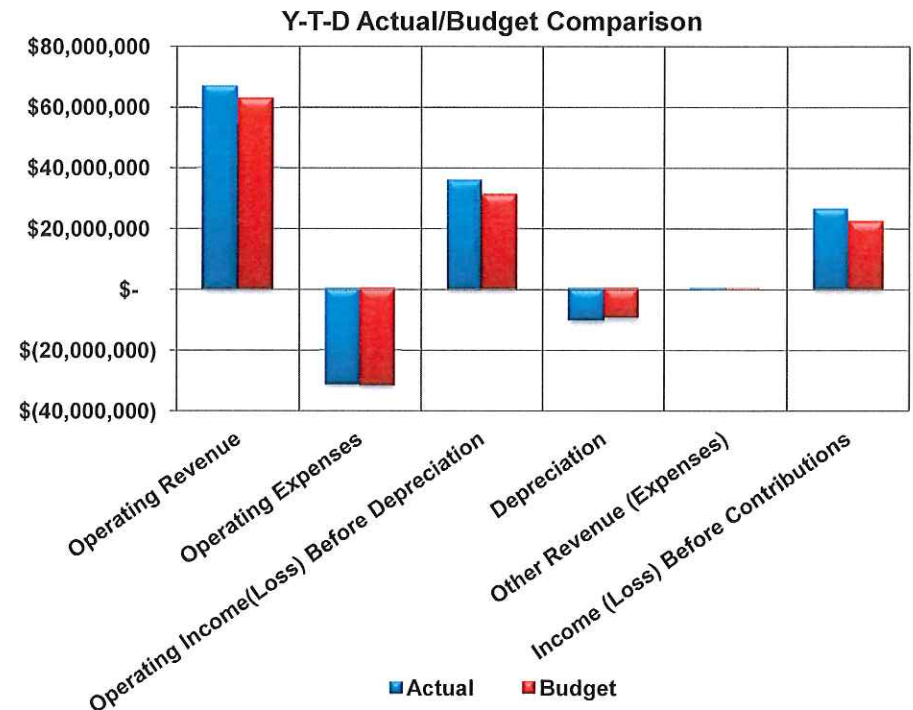
	Actual	Budget	Variance
Month	\$ 3,212,164	\$ 2,250,914	\$ 961,250
Y-T-D	\$ 26,473,683	\$ 22,211,621	\$ 4,262,062

Capital Contributions

	Actual	Budget	Variance
Month	\$ -	\$ 1,000,000	\$ (1,000,000)
Y-T-D	\$ 6,039,582	\$ 8,795,904	\$ (2,756,322)

Change in Net Assets

	Actual	Budget	Variance
Month	\$ 3,212,164	\$ 3,250,914	\$ (38,750)
Y-T-D	\$ 32,513,265	\$ 31,007,525	\$ 1,505,740



**Port of Corpus Christi Authority
Monthly Financial Summary
October 31, 2014**

DIVISION SUMMARY:

	Operating Revenues	Operating Expenses	Operating Income (Loss) Before Depreciation		Other Revenue (Expenses)	Income (Loss) Before Contributions	Budget	Variance
Oil Docks-Public								
Month	\$ 2,963,548	\$ (89,889)	\$ 2,873,659	\$ (99,217)	\$ -	\$ 2,774,442	\$ 2,030,582	\$ 743,860
Y-T-D	\$ 26,646,891	\$ (1,642,965)	\$ 25,003,926	\$ (998,006)	\$ -	\$ 24,005,920	\$ 20,782,408	\$ 3,223,512
Oil Docks-Private								
Month	\$ 1,232,978	\$ (4,919)	\$ 1,228,059	\$ -	\$ -	\$ 1,228,059	\$ 1,152,600	\$ 75,459
Y-T-D	\$ 11,195,312	\$ (45,087)	\$ 11,150,225	\$ (1,255)	\$ -	\$ 11,148,970	\$ 11,765,581	\$ (616,611)
Dry Cargo Docks								
Month	\$ 530,838	\$ (72,752)	\$ 458,086	\$ (159,497)	\$ -	\$ 298,589	\$ 289,454	\$ 9,135
Y-T-D	\$ 4,611,480	\$ (720,194)	\$ 3,891,286	\$ (1,516,142)	\$ -	\$ 2,375,144	\$ 2,894,378	\$ (519,234)
Conference Center								
Month	\$ 200,592	\$ (176,350)	\$ 24,242	\$ (23,525)	\$ 1,377	\$ 2,094	\$ (21,122)	\$ 23,216
Y-T-D	\$ 1,490,021	\$ (1,546,149)	\$ (56,128)	\$ (245,227)	\$ 5,144	\$ (296,211)	\$ (494,193)	\$ 197,982
Bulk Terminal								
Month	\$ 1,079,861	\$ (447,518)	\$ 632,343	\$ (69,722)	\$ -	\$ 562,621	\$ 467,520	\$ 95,101
Y-T-D	\$ 10,178,101	\$ (3,981,437)	\$ 6,196,664	\$ (692,037)	\$ 2,000	\$ 5,506,627	\$ 4,592,566	\$ 914,061
Property and Buildings								
Month	\$ 558,545	\$ (263,542)	\$ 295,003	\$ (325,755)	\$ -	\$ (30,752)	\$ (143,601)	\$ 112,849
Y-T-D	\$ 5,060,324	\$ (2,658,114)	\$ 2,402,210	\$ (3,351,759)	\$ 3	\$ (949,546)	\$ (1,306,149)	\$ 356,603
Other Facilities								
Month	\$ 269,826	\$ (102,857)	\$ 166,969	\$ (54,841)	\$ -	\$ 112,128	\$ 102,861	\$ 9,267
Y-T-D	\$ 2,295,120	\$ (975,261)	\$ 1,319,859	\$ (542,589)	\$ -	\$ 777,270	\$ 1,222,613	\$ (445,343)
Port Security								
Month	\$ 617,622	\$ (489,739)	\$ 127,883	\$ (220,220)	\$ 1	\$ (92,336)	\$ (186,094)	\$ 93,758
Y-T-D	\$ 5,562,353	\$ (4,580,439)	\$ 981,914	\$ (2,186,050)	\$ 19,103	\$ (1,185,033)	\$ (2,010,074)	\$ 825,041
General and Administrative								
Month	\$ (152,319)	\$ (1,552,326)	\$ (1,704,645)	\$ (55,567)	\$ 117,531	\$ (1,642,681)	\$ (1,441,286)	\$ (201,395)
Y-T-D	\$ (80,541)	\$ (14,794,101)	\$ (14,874,642)	\$ (548,458)	\$ 513,642	\$ (14,909,458)	\$ (15,235,509)	\$ 326,051
Total								
Month	\$ 7,301,491	\$ (3,199,892)	\$ 4,101,599	\$ (1,008,344)	\$ 118,909	\$ 3,212,164	\$ 2,250,914	\$ 961,250
Y-T-D	\$ 66,959,061	\$ (30,943,747)	\$ 36,015,314	\$ (10,081,523)	\$ 539,892	\$ 26,473,683	\$ 22,211,621	\$ 4,262,062

**Port of Corpus Christi Authority
Monthly Financial Summary
October 31, 2014**

CAPITAL PROJECTS:

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining
<i>Authority Oil Docks</i>			
Design & Construction of OD 14 (M & G)	\$ 6,000,000	\$ 984,370	\$ 5,015,630
New Fire Barge Dock	1,900,000	9,362	1,890,638
New Public Oil Dock	800,000	14,953	785,047
Fire System Pressurization at Oil Docks	500,000	-	500,000
Replace Dock House at OD 10	350,000	52,700	297,300
Hoist Foundation & Gangway Support at OD's 4 & 7	300,000	25,055	274,945
OD 1 Improvements	100,000	-	100,000
Study of Oil Dock 9 Deepening	-	19,625	(19,625)
	9,950,000	1,106,065	8,843,935
<i>Bulk Terminal</i>			
Replace PLC & Drives at Gantry Crane	700,000	517,726	182,274
Replacement of Fendering on BD 1	700,000	342,703	357,297
Resurface Public Storage Pads	300,000	29,838	270,162
Full Covers Over All Conveyor Belts	230,000	251,232	(21,232)
Environmental Improvements	200,000	-	200,000
Equipment Storage Building	200,000	-	200,000
CB 6/CB 9 Rail Loadout Modifications	150,000	36,154	113,846
Purchase New Digging Bucket for Gantry Crane	150,000	-	150,000
Diesel Fuel Tank for On-Road Equipment	-	19,453	(19,453)
Bulk Dock Roadway Extension	-	177,399	(177,399)
	2,630,000	1,374,505	1,255,495
<i>Conference Center</i>			
Replacement of Roof Tiles at the Ortiz Center Towers	-	39,878	(39,878)
Replacement of Carpet at the Ortiz Center	-	893	(893)
	-	40,771	(40,771)

**Port of Corpus Christi Authority
Monthly Financial Summary
October 31, 2014**

CAPITAL PROJECTS:

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining
<i>Canals and Basins</i>			
Deepen La Quinta Extension to 45'	\$ 6,000,000	\$ 5,708,551	\$ 291,449
West Barge Mooring Area	6,000,000	298,460	5,701,540
Widen Corpus Christi Ship Channel and Add Barge Shelves	500,000	28,667	471,333
Rincon B Mitigation Design, Construction & Monitoring	500,000	-	500,000
Relocation of Suntide DMPA Drainage to Viola Turning Basin	300,000	-	300,000
Replacement of Generator System for VTIS at Harbor Island	130,000	11,999	118,001
New Access Road to Good Hope DMPA	75,000	21,608	53,392
Tule Lake Foundation Removal	50,000	-	50,000
Security Grant #11 - Equipment Upkeep	150,500	295,617	(145,117)
Security Grant #11 - Nueces River Rail Yard Surveillance	223,063	260,591	(37,528)
Security Grant #11 - Nueces River Rail Yard Fencing	245,253	497,342	(252,089)
Security Grant #13 - Equipment Upkeep	125,400	-	125,400
Security Grant #13 - Emergency Power	228,775	2,617	226,158
Security Grant #13 - La Quinta/GIWW Surveillance	2,122,377	-	2,122,377
	16,650,368	7,125,452	9,524,916
<i>La Quinta</i>			
Final Design & Construction of Multipurpose Ship/Barge Dock	1,000,000	3,307	996,693
Design & Construction of 16" Waterline/8" Waterline	700,000	785,315	(85,315)
La Quinta Property Access Road	500,000	854,347	(354,347)
Terminal Mitigation - Aquatic Habitat	170,000	60,766	109,234
Terminal Mitigation - Terminal Buffer Area	170,000	-	170,000
Relocate 3 Pipelines on LaQuinta Property	-	(423,083)	423,083
Potable Water Modeling for La Quinta	-	23,315	(23,315)
	2,540,000	1,303,967	1,236,033

**Port of Corpus Christi Authority
Monthly Financial Summary
October 31, 2014**

CAPITAL PROJECTS:

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining
<i>Property and Buildings</i>			
Purchase of Land	\$ 2,000,000	\$ 250,666	\$ 1,749,334
New Port Office Building	1,000,000	55,074	944,926
Improve Pad at Former Hailey Site-Cleanup	310,000	-	310,000
Permian Yard Drainage Improvements	300,000	430,120	(130,120)
Outside Air Treatment Unit for Administration Building	200,000	-	200,000
Port Area Signage & Landscaping Improvements	150,000	30,325	119,675
Indian Point Mitigation Reserve-Conceptual Design and Planning	150,000	31,522	118,478
Development of 10 Acre Martin Midstream Property	50,000	790,138	(740,138)
Recertification of City's Storm Protection Levee System	50,000	-	50,000
Administration/Annex Building Improvements	30,000	-	30,000
Rincon Industrial Park Infrastructure Improvements	-	18,038	(18,038)
Rincon Property-Replace Door at Old Strike Pump Building	-	14,500	(14,500)
Electrical Service Upgrades at Maintenance Facility	-	42,445	(42,445)
Roof Replacement at Bulk Terminal & Maintenance	-	178,175	(178,175)
Relocation of Maintenance Facility	-	4,721	(4,721)
Installation of CNG Vehicle Refueling Appliance	-	4,200	(4,200)
DMPA Cell C Rehabilitation	-	912,209	(912,209)
S Navigation Road Closure Fencing	-	5,976	(5,976)
	4,240,000	2,768,109	1,471,891
<i>Railroads</i>			
Construction of Nueces River Rail Yard Phase I	12,500,000	10,625,133	1,874,867
Nueces River Rail Yard Phase II	2,500,000	274,935	2,225,065
Inner Harbor Rail Upgrades & Improvements (2014)	1,500,000	1,675,908	(175,908)
La Quinta Rail Access Improvements	1,000,000	29,875	970,125
Inner Harbor Rail Upgrades & Improvements (2013 Carryover)	575,000	499,654	75,346
Gregory Relief (By Pass) Design & Construction	500,000	-	500,000
	18,575,000	13,105,505	5,469,495

**Port of Corpus Christi Authority
Monthly Financial Summary
October 31, 2014**

CAPITAL PROJECTS:

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining
<i>Finance & Administration</i>			
JD Edwards Software Upgrade	\$ 300,000	\$ -	\$ 300,000
Network/Storage Hardware - Administration	265,500	172,968	92,532
AIS System Software	250,000	-	250,000
KleinPort Property Management Software	150,000	70,000	80,000
Software Upgrades - Administration	44,000	2,340	41,660
IBM Power 7 Hardware/Software Upgrades	35,000	-	35,000
Ricoh Copier-Director of Finance	-	7,736	(7,736)
<i>Engineering</i>			
Office Furniture & Ricoh Copier	-	33,719	(33,719)
Construction Project Tracking Software	-	26,312	(26,312)
	1,044,500	313,075	731,425
<i>Port Operations</i>			
Purchase of Equipment:			
6,000 lb & 19,000 lb Forklifts - Bulk Terminal	125,000	-	125,000
Skid Steer Loader - Bulk Terminal	40,000	36,343	3,657
Water Truck - Bulk Terminal	90,000	93,411	(3,411)
Man Lift - Maintenance Department (purchased with trailer)	55,000	67,481	(12,481)
8,000 lb Forklift - Maintenance Department	35,000	-	35,000
10,000 Forklift - Maintenance Department	50,000	-	50,000
Winch Truck - Maintenance Department	130,000	-	130,000
Tractor with Boom Mower - Maintenance Department	150,000	147,333	2,667
Crew Rig Truck with Platform Bed - Maintenance Department	130,000	-	130,000
Vacuum System for Sweeper-Bulk Terminal	-	10,060	(10,060)
SUBTOTAL	805,000	354,628	450,372
Purchase of Vehicles:			
1/2 Ton Pickup Truck - Security Department	28,000	29,916	(1,916)
(2) SUV's - Security Guards	60,000	64,500	(4,500)
SUBTOTAL	88,000	94,416	(6,416)
	893,000	449,044	443,956

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining

\$	56,522,868	\$	27,586,493	\$	28,936,375

**Port of Corpus Christi Authority
Monthly Financial Summary
October 31, 2014**

TERMS & DEFINITIONS:

Current Assets	Unrestricted cash and investments, accounts receivables, grant receivables, accrued revenues, inventory, prepaid expenses
Restricted Assets	Restricted cash and investments for law enforcement seizure accounts and LEOSE (Law Enforcement Officer Standards & Education) funds
Property, Plant & Equipment	Capitalized fixed assets and contruction in progress, net of accumulated depreciation
Pension Plan Assets	Contributions made by the Port to the pension plan in excess of the actuarially determined rate
Current Liabilities	Accounts payables, accrued expenses, deferred income, worker compensation claims liability, and estimated incurred but not reported claims on employee health benefits
Restricted Liabilities	Section 125 benefits plan deposits
L-T Unearned Lease Income	Deferred lease revenue - Gulf Compress La Quinta warehouses
Other Long-Term Debt	Accrued vacation and sick leave, and other post-employment benefits
Net Position	Total net position; total assets less total liabilities

Divisions:

Oil Docks-Public	Oil docks for public use by Port customers
Oil Docks-Private	Oil docks for exclusive use by private industries
Dry Cargo Docks	Dry cargo docks owned both by the Port and private industries, transfer facility and storage yards
Conference Center	Ortiz Center
Bulk Terminal	Bulk docks 1 and 2, public storage pad and leased storage pads
Property & Buildings	Port property, leased elevator and grain bagging facility, Joe Fulton corridor and other Port roadways, refrigerated warehouse facility
Other Facilities	Service docks owned both by the Port and private industries, bulk docks owned by private industries, railroads, canals and basins, fire fighting response vessel, foreign trade zone, and refinery terminal fire company
Port Security	Port security to include the marine division, Port security guards and Amtex
General & Administrative	Executive director, managing director, communications, human resources, business development, finance & administration, engineering services, government affairs and operations

AGENDA ITEM NO.21

No Attachment

AGENDA ITEM NO.22

No Attachment

AGENDA ITEM NO.23

No Attachment