

**CORPUS CHRISTI OZONE PROGRAM AGREEMENT
JANUARY 1, 2021**

PREAMBLE

Whereas, the Coastal Bend Air Quality Partnership (formerly the Corpus Christi Air Quality Group) was established in 1995 when Corpus Christi was very close to violating ozone air quality standards set forth by the Environmental Protection Agency (EPA);

Whereas, the purpose of the Partnership and its activities is to keep Nueces and San Patricio county air healthy and in compliance with EPA standards; and

Whereas, the Partnership works to stay abreast of local ozone levels, seek funding for air quality programs, and identify and implement programs best suited to reduce ozone-causing emissions in our air.

AGREEMENT

This Agreement is entered into effective August 1, 2021 (the "Effective Date") by and between the City of Corpus Christi (City) and Coastal Bend Air Quality Partnership (Consultant), a Texas nonprofit corporation seeking 501(c)(3) status.

NOW THEREFORE, in consideration of the mutual promises contained in this Interlocal Agreement, the receipt and adequacy acknowledged by them, the Parties agree as follows:

ARTICLE ONE

Term

The term of this Agreement ("Term") is for a 3-year period that commences on the August 1, 2021 and shall continue from year to year thereafter.

ARTICLE TWO

Scope of Services

Consultant will work closely with City Manager and designees and area stakeholders in addressing issues related to air quality, to promote local actions to reduce ozone precursors in the community and continue to maintain National Ambient Air Quality Standards for ozone. The Partnership will continue the outreach efforts and develop the End of Ozone Season and Ozone Advance Annual Reports described further herein as part of the community awareness process.

The Partnership will provide the following deliverables:

- Consultant meetings of the Board of Directors will be held a minimum of 4 times a year with additional meetings held as needed. Typical scheduling of meetings will be April (the beginning of ozone season), July (mid ozone season), October (end

of ozone season) and December (end of year).

- A report re-capping information presented, and issues stated at each meeting along with a copy of the attendee sheet will be provided to the City of Corpus Christi within 30 days of the meeting.
- Ozone season and ozone standard briefings will be made to elected officials, community, and business groups as needed.
- An “end-of-ozone season” report, including ozone trending for the year and impact in the following year will be submitted to the City of Corpus Christi by December 1st each year.
- An Ozone Advance Annual Report submitted to the U.S. EPA that includes Corpus Christi initiatives to reduce ozone forming emissions will be coordinated by the Chair, with approval and coordination of the Partnership and submitted to the U.S. EPA by December 31st of each year. A sample report is attached as an exhibit.
- Oversight and reporting of Ozone Advance activities will be provided by Consultant for each year thereafter.
- THE FOLLOWING REQUIREMENTS WILL BE PRESENTED TO THE CITY’S ASSISTANT CITY MANAGER OF GENERAL GOVERNMENT AND OPERATIONS OR DESIGNEES:
 - Reporting
The Partnership shall provide quarterly executive summary reports to the Assistant City Manager for General Government and Operations or designee. The reports should summarize the activities included in the terms of the contract and the progress made. Any deviations from the scope of work must be included. The quarterly reports should include copies of all monthly financial statements. The reports are due end of February, March 30th, June 30th and November 30th of each year. The final report must summarize activities carried out per the contract, all accomplishments, and any deviations.
 - Review of financial records
Upon the City’s request, The Partnership agrees to make any and all financial records available for review. Consultant also agrees to provide any and all financial records to the Assistant City Manager for General Government and Operations upon request.
 - Contract management
Management and primary contact for compliance with this agreement shall be the Director of Environmental and Strategic Initiatives or designee.

ARTICLE THREE Funding

The City shall make payment of \$25,000 annually to The Partnership in return for services described in this agreement. Payment shall be made within 30 days of receipt of invoice.

ARTICLE FOUR
INDEMNIFICATION AND HOLD HARMLESS

The Partnership agrees to indemnify, save harmless and defend the City of Corpus Christi, its agents, servants, and employees, and each of them against and hold it and them harmless for any and all law suits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this agreement. The foregoing indemnity shall apply except if such injury, death, or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its agents, servants, or employees or any other person indemnified hereunder.

ARTICLE FIVE
Miscellaneous

5.1 Notices. Any and all notices required or permitted to be given hereunder shall be in writing, and shall be provided if either personally delivered to the Party at the addresses set forth on its signature page, transmitted by electronic mail to the address listed, or sent by U.S. certified or registered mail, postage prepaid, return receipt requested, to the mailing address listed, all such notices being effective upon delivery to and receipt by the Parties, unless the respective Party or Parties notify all other Parties in writing in accordance herewith of a change of address and/or representative at such address authorized to receive any and all such notices, in which case any and all such notices shall be delivered and/or mailed as aforesaid to said Party or Parties at such new address with respect to such Party.

CONTACT INFORMATION:
City of Corpus Christi
Planning and Environmental Services
Attn: Sharon Bailey Lewis, CHMM
P. O. Box 9277
Corpus Christi, TX 78469-9277
(361) 826-4066 Office

Partnership:
Gretchen Arnold
Chair, Coastal Bend Air Quality Partnership

121 Atlantic Street
Corpus Christi, Texas. 78404

w/copy to: Coastal Bend Air Quality Partnership
c/o Registered Agent Sarah Garza
222 Power Street
Corpus Christi, Texas 78401

5.2 Assignability. Neither party will assign, transfer or delegate any of its obligations or duties under this Agreement contract to any other person and/or party without the prior written consent of the other party, except for routine duties delegated to personnel of The Partnership staff. This includes subcontracts entered into for services under this Agreement. If the Partnership is a partnership or joint venture, then in the event of the termination of the partnership or joint venture, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of The Partnership fee may be assigned in advance of receipt by The Partnership without written consent of the City. The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

5.3. Provisions Required by Law. Each applicable provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were physically included herein.

5.4. Standard of Care. Services provided by Consultant under this Agreement shall be performed with the professional skill and care ordinarily provided by competent licensed professionals practicing under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

5.5. Entire Agreement. This Agreement represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City Manager or designee and Consultant.

5.6. No Third-Party Beneficiaries. Nothing in this Agreement can be construed to create rights in any entity other than the City and Consultant. Neither the City nor Consultant intends to create third party beneficiaries by entering into this Agreement.

5.7. Disclosure of Interest. Consultant agrees to comply with City of Corpus Christi Ordinance Sec. 2-349 and complete the *Disclosure of Interests* form.

5.8. Conflict of Interest. Consultant agrees, in compliance with Chapter 176 of the Texas Local Government Code, to complete and file Form CIQ with the City Secretary's Office. For more information and to determine if you need to file a Form CIQ, please

review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

5.9. Title VI Assurance. The Partnership shall prohibit discrimination in employment based upon race, color, religion, national origin, gender, disability or age.

5.10. Controlling Law. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas. Cases must be filed and tried in Nueces County and cannot be removed from Nueces County.

5.11. Severability. If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

5.12. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget

IN WITNESS WHEREOF, the Parties hereto cause this Agreement to be executed effective January 1, 2021.

(Signatures and Acknowledgements to follow on next pages.)

City of Corpus Christi

Coastal Bend Air Quality Partnership

Peter Zaroni
City Manager

Gretchen Arnold
Chair

Approved as to form:

Buck Brice
Assistant City Attorney