DOWNTOWN DEVELOPMENT REIMBURSEMENT AGREEMENT-
PROACTIVE COMPLIANCE PROGRAM - PROJECT NAME

This Downtown Development Reimbursement Agreement (the "**Agreement**") is entered into by and between the City of Corpus Christi, Texas (the "**City**"), as the agent of the Corpus Christi Tax Increment Reinvestment Zone #3 ("**TIRZ #3**"), and Developer Name (the "**Developer**") effective as of the date that it is executed by the last Party (the "**Effective Date**").

Recitals

WHEREAS the Developer is the owner of a vacant building in the City's downtown and has proposed to perform work to bring the building into compliance with the City's downtown vacant building ordinance. The work consists of planned exterior work on the property located at Address (the "**Property")**. The Property is located within the TIRZ #3 zone, and the work falls within the Proactive Compliance Program requirements;

WHEREAS the Development concept has been refined through cooperation between the Developer, the City and the Downtown Management District to meet the desired goals of revitalization within the zone and serve a public benefit;

WHEREAS any reference to "City" or "City Staff," is entirely in agency capacity for TIRZ #3, and further the City as a home-rule municipal corporation is not a party to this agreement; and

WHEREAS the Developer desires to be reimbursed for certain future costs incurred pursuant to the work required for the Property, and TIRZ #3 desires to reimburse the Developer for these costs in accordance with this Agreement;

Agreement

Now therefore, in consideration of the mutual covenants and obligations, the parties agree as follows:

Section 1.   **Reimbursement Obligations.**

The City shall reimburse the Developer from available TIRZ #3 funds in the amount of $5,000, except that if the Developer actually incurs a total cost of less than $5,000, the City shall reimburse the Developer for only the amount of the cost that the Developer actually incurred.

Section 2.   **Conditions for Reimbursement.**

The City shall reimburse Developer in accordance with Section 1 only if the following conditions are fulfilled:

(a) The Developer completes the work on the Property with 45 days after the Effective Date (the "**Completion Date**") in accordance with the standard of care provided in the City's downtown vacant building ordinance, codified at section 13-4005 of the City's Code of Ordinances. To be eligible for reimbursement, the Property must fully comply with the standard of care provided in section 13-4005.
(b) Developer obtains all required building permits from the City.
(c) Appropriate City Staff has inspected the Work and certifies that the Work is complete, acceptable, and comports to the terms of this Agreement.

(d) Developer submits receipts showing that the actual cost of the work done to the Property was at least $5,000.

Section 3.　Audit

Developer will make available for inspection by designated City Staff all financial and business records of Developer that relate to the project, in order to assist City Staff in verifying the Developer's compliance with the terms and conditions of this Agreement.　TIRZ #3 shall have the right to have these records audited.

Section 4.　Termination.

Unless sooner terminated in accordance with this Section, this Agreement shall survive the expiration of TIRZ #3. If the Developer has not fully complied with Section 2 Conditions for Reimbursement by the Completion Date, this Agreement shall terminate immediately, unless mutually agreed to in writing in accordance with Section 144.

Section 5.　Warranties.

Developer warrants and represents to City the following:

(a) Developer, if a corporation or partnership, is duly organized, validly existing, and in good standing under the laws of the State of Texas, and further has all corporate power and authority to carry on its business as presently conducted in Corpus Christi, Texas.
(b) Developer has the authority to enter into and perform, and will perform, the terms of this Agreement.
(c) Developer has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed, and has timely paid and will timely pay all assessments, fees, and other governmental charges, including applicable ad valorem taxes, during the term of this Agreement.
(d) If an audit determines that the request for funds was defective under the law or the terms of this agreement, Developer agrees to reimburse the City for the sums of money not authorized by law or this Agreement within 30 days of written notice from the City requesting reimbursement.
(e) The parties executing this Agreement on behalf of Developer are duly authorized to execute this Agreement on behalf of Developer.
(f) Developer does not and agrees that it will not knowingly employ an undocumented worker. If, after receiving payments under this Agreement, Developer is convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the payments at the rate and according to the terms as specified by City Ordinance, as amended, not later than the 120th day after the date Developer has been notified of the violation.

Section 6.　Assignment.

Developer may not assign all or any part of its rights, privileges, or duties under this Agreement without the prior written approval of the TIRZ #3 Board.　Any attempted assignment without such approval is void and constitutes a breach of this Agreement. Assignment can only be requested for multi-year reimbursements, after completion of obligations by Developer.

Section 7.   Indemnity.

Developer covenants to fully indemnify, save, and hold harmless the TIRZ #3, the City, their respective officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims, demands, and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with Developer activities conducted under or incidental to this Agreement, including any injury, loss or damage caused by the sole or contributory negligence of any or all of the Indemnitees. Developer must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based on those claims and demands with counsel satisfactory to Indemnitees, and pay all charges of attorneys and all other cost and expenses of any kind arising from the liability, damage, loss, claims, demands, or actions.

Section 8.   Events of Default.

The following events constitute a default of this Agreement:

(a) Failure of Developer to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, conditions, or warranties of this Agreement.
(b) TIRZ #3, the Board or City Staff determines that any representation or warranty on behalf of Developer contained in this Agreement or in any financial statement, certificate, report, or opinion submitted to the TIRZ #3 in connection with this Agreement was incorrect or misleading in any material respect when made.
(c) Developer makes an assignment for the benefit of creditors.
(d) Developer files a petition in bankruptcy, or is adjudicated insolvent or bankrupt.

Section 9.   Notice of Default.

Should the City determine that Developer is in default according to the terms of this Agreement, the City shall notify Developer in writing of the event of default and provide 60 days from the date of the notice ("Cure Period") for Developer to cure the event of default.

Section 10.   Results of Uncured Default.

After exhausting good faith attempts to address any default during the Cure Period and taking into account any extenuating circumstances that might have occurred through no fault of Developer, as determined by the City, the following actions must be taken for any default that remains uncured after the Cure Period.

   (a) Developer shall immediately repay all funds paid from TIRZ #3 funds under this Agreement.
   (b) Developer shall pay reasonable attorney fees and costs of court.
   (c) The City and TIRZ #3 shall have no further obligations to Developer under this Agreement.
   (d) Neither the City nor the TIRZ #3 may be held liable for any consequential damages.
   (e) The City may pursue all remedies available under law.

Section 11.   No Waiver.

(a) No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of the Agreement.
(b) No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement.
(c) Any waiver or indulgence of Developer's default may not be considered an estoppel against the City or TIRZ #3.
(d) It is expressly understood that if at any time Developer is in default in any of its conditions or covenants of this Agreement, the failure on the part of the City to promptly avail itself of the rights and remedies that the City may have, will not be considered a waiver on the part of the City, but City may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

Section 12.   Available Funds.

Developer specifically agrees that City and the TIRZ #3 shall only be liable to Developer for the actual amount of the money due Developer under this Agreement from TIRZ #3 funds, and shall not be liable to Developer for any actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any act of default by City or the TIRZ #3 under the terms of this Agreement. Payment by City is strictly limited to the total amount of increment funds for TIRZ #3. Reimbursements paid to Developer shall require a written request from Developer accompanied by all necessary supporting documentation, as outlined in Section 2.

Section 13.   Notices.

Any required written notices shall be sent by certified mail, postage prepaid, addressed as follows:

Developer:

Developer Name
Attn: Name
           Street Address
           City, State, Zip

City of Corpus Christi
Attn.:   City Manager's Office
           Tax Increment Reinvestment Zone #3
           P.O. Box 9277
           Corpus Christi, Texas 78469-9277

Notice is effective upon deposit in the United States mail in the manner provided above.

Section 14.   Amendments or Modifications.

No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

Section 15.   Captions.

The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

Section 16.   Severability.

If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement be given full force and effect for its purpose.

To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

Section 17.   Venue.

Venue for any legal action related to this Agreement is in Nueces County, Texas.

Section 18.   Sole Agreement.

This Agreement constitutes the sole agreement between City and Developer. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

[Signature Page to Follow]

APPROVED AS TO FORM: _____ day of _____, 2019.

_____

Assistant City Attorney

For City Attorney

By: _____

City Manager/Designee

Date: _____

City of Corpus Christi on behalf of Tax Increment Reinvestment Zone #3

Attest:

By: _____

Rebecca Huerta

City Secretary

Developer

By: _____

President/Chief Executive Officer

Date: _____