

**AGREEMENT BETWEEN CORPUS CHRISTI B CORPORATION AND
CITY OF CORPUS CHRISTI FOR
INFILL AFFORDABLE HOUSING PROGRAM**

This Agreement for the Infill Affordable Housing Program (“Agreement”) is entered into between the Corpus Christi B Corporation (“Corporation”) and the City of Corpus Christi (“City”), a Texas home rule municipality.

WHEREAS, the Texas Legislature in Chapter 501 et seq. of the Local Government Code (Development Corporation Act of 1979) (the “Act”) empowered local communities with the ability to adopt an optional local sales and use tax as a means of improving the economic health and prosperity of their citizens;

WHEREAS, on November 8, 2016, residents of the City passed Proposition 1, Adopt Type B Sales Tax to Replace Expiring Portion of Type A Sales Tax, which authorized the adoption of a sales and use tax to be administered by a Type B Corporation at the rate of one-eighth of one percent to be imposed for 20 years with use of the proceeds for (1) 50% to the promotion and development of new and expanded enterprises to the full extent allowed by Texas law, (2) \$500,000 annually for affordable housing, and (3) the balance of the proceeds for the construction, maintenance and repair of arterial and collector streets and roads;

WHEREAS, the 1/8th cent sales tax authorized by passage of Proposition 1 was subsequently enacted by the City Council and filed with the State Comptroller of Texas, effective April 1, 2018, to be administered by the Corpus Christi B Corporation Board (the “Board”);

WHEREAS, Section 501.073 of the Act requires the City Council to approve all programs and expenditures of the Corporation;

WHEREAS, the Board wishes to fund affordable housing projects in an effective manner;

WHEREAS, the City through its Neighborhood Services Department (“Department”) manages several programs to assist eligible citizens with affordable housing;

WHEREAS, the City is willing to provide the services that the Board wishes to fund;

WHEREAS, the Board has determined that it is in the best interests of the residents of the City that the City be awarded affordable housing funds, by execution of this Agreement, to accomplish the affordable housing project described in Exhibit “A” of this Agreement (“Project”);

In consideration of the covenants, promises, and conditions stated in this Agreement, the Corporation and the City agree as follows:

1. Agreement to Provide Affordable Housing Services. This Agreement between the Corporation and the City is executed to implement the promotion and development of an affordable housing

project described in **Exhibit "A"** and incorporated in this Agreement by reference. The parties have approved this Agreement in an amount not to exceed \$1,000,000.00, which includes reimbursement to the City for staff time in implementing the Project. funds provided under this agreement may not be used for any other projects or to reimburse the City for any staff time which is unrelated to this Project. Any funds not used for the implementation of the Project will be returned to the Corporation.

2. Annual Updates. At the Board's meeting following the end of each fiscal year, the Director of the Department, or designee, will present an update on the Project to the Board.

3. Effective Date. The effective date of this Program Agreement is the date on which the Agreement is approved by both the City Council and the Board and executed by both parties.

4. Term. The term of this Agreement is two years beginning on the Effective Date, unless extended by the Parties in writing.

5. Termination. Either party may terminate this Agreement by giving at least 30 days' written notice to the other of its intent to terminate. In the event of such termination, the City will be entitled to reimbursement for any staff time spent implementing the Project prior to the effective date of the termination.

6. Amendments or Modifications. No amendments or modifications to this Agreement or to the Project may be made, nor any provision waived, unless the amendment or modification is made in writing and signed by persons duly authorized to sign agreements on behalf of all parties.

7. Notices.

a. Any required written notices shall be sent, certified mail, return receipt requested, addressed as follows:

If to Corporation:

Corpus Christi B Corporation
Attn: President
1201 Leopard Street
Corpus Christi, Texas 78401

If to City:

City of Corpus Christi
Attn.: Assistant Director Neighborhood Services
P.O. Box 9277
Corpus Christi, Texas 78469-9277

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

8. Relationship of Parties. In performing this Agreement, the Corporation and the City shall act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-

venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

CORPUS CHRISTI B CORPORATION

CITY OF CORPUS CHRISTI

Scott Harris
President

Neiman C. Young, Ph.D.
Assistant City Manager

Date: _____

Date: _____

ATTEST:

Rebecca Huerta
City Secretary

Date: _____

APPROVED AS TO FORM:

Aimee Alcorn-Reed
Assistant City Attorney