

INTERLOCAL AGREEMENT
BETWEEN THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS
AND THE CITY OF CORPUS CHRISTI REGARDING DEVELOPMENT AND BUILDING
PERMITTING

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

This Interlocal Agreement (the “**Agreement**”) is made and entered into and effective as of the date of last signature (the “**Effective Date**”) by and between the **Port of Corpus Christi Authority of Nueces County, Texas**, a political subdivision of the State (“**AUTHORITY**”), whose mailing address is 222 Power Street, Corpus Christi, Texas 78403, and the **City of Corpus Christi, Texas**, a municipal corporation and home rule city of the State of Texas (“**CITY**”), whose mailing address is P.O. Box 9277, Corpus Christi, Texas 78469. AUTHORITY and CITY are sometimes referred to in this Agreement as “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the AUTHORITY is constructing a new Office Building on the south side of the ship channel in the Inner Harbor, immediately west of the existing Harbor Bridge, and within the city limits of the City of Corpus Christi, Texas;

WHEREAS, the CITY seeks to further develop the SEA District, including the establishment of a continuous, walkable connection along the ship channel generally from the American Bank Center to the location of the AUTHORITY's new Office Building;

WHEREAS, a portion of the right-of-way of the existing Harbor Bridge will revert to the AUTHORITY upon the decommissioning of the existing Harbor Bridge;

WHEREAS, the CITY's plans will likely require the CITY's use of a portion of AUTHORITY's Harbor Bridge right-of-way and other areas along the ship channel;

WHEREAS, the AUTHORITY also plans to use portions of the right-of-way for parking and landscaping to support the new Office Building;

WHEREAS, parking and landscaping is not included in the scope of work for the AUTHORITY's design-build contract for the new Office Building because plans for the development of this area of the right-of-way have yet to be finalized;

WHEREAS, the CITY will soon engage a firm to assist with development of the CITY's plans adjacent to the ship channel and the vicinity of the right-of-way and the AUTHORITY will soon engage a firm to design parking and landscaping improvements within the right-of-way;

WHEREAS, the CITY and AUTHORITY agree to coordinate planning and design efforts to have mutually successful developments; and

WHEREAS, this Agreement applies only to AUTHORITY property located outside of the boundaries of a CITY Industrial District but within the Corpus Christi city limits ("AUTHORITY property"), and specifically excludes the properties acquired by the AUTHORITY through the Harbor Bridge Replacement Project Four Party Agreement between the Texas Department of Transportation, the Port of Corpus Christi, the City of Corpus Christi, and the Corpus Christi Housing Authority (See attached Exhibit A - Excluded Area).

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, this Agreement is entered into by and between the CITY and AUTHORITY and based on the consideration, undertakings and agreements, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 AGREEMENTS

1.1 On AUTHORITY property, the AUTHORITY shall require all new construction or renovation of buildings, structures, facilities, and infrastructure to meet or exceed applicable CITY code standards, which are in effect at the time of construction.

1.2 The CITY agrees that the AUTHORITY and its tenants located on AUTHORITY property will not be required to plat, obtain building permits including flood plain management permits, obtain inspections or certificates of occupancy for new building or renovations utilizing the CITY's process excluding the properties in Exhibit A - Excluded Area. The AUTHORITY must, however, require that new construction or renovations comply with all provisions of the CITY's technical construction and flood plain management codes in effect at the time of design, and shall provide annually on January 15 to the CITY an affidavit certifying compliance with these codes for new construction and renovation. The CITY will not issue any certificates of occupancy for buildings or renovations constructed without a CITY permit.

1.3 This agreement does not waive City Zoning regulations. The AUTHORITY will go through and comply with the CITY'S procedures for zoning, zoning amendments and certificate of appropriateness for historic landmarks/districts.

1.4 The AUTHORITY will provide the CITY with copies of detailed plans for new construction or renovation projects on the AUTHORITY'S property in an electronic format upon request by the CITY.

1.5 The AUTHORITY will conduct and be responsible for all plan reviews and inspections on the AUTHORITY'S property with exception of fire and health plan reviews and inspections.

1.6 Fire. All alarm, fire line and fire suppression systems will go through the CITY'S Fire Department permitting, plan review and testing process currently in place. The AUTHORITY agrees to pay all fees associated with the Fire Department permitting, plan review and system testing. The AUTHORITY agrees to provide plans, specifications for building fire alarm, fire lines and all fire suppression systems to the CITY'S fire plan review consultant for review and approval prior to installation and agrees to pay all fees associated with fire consultant plan review. The Corpus Christi Fire Department fire prevention division will inspect all fire alarm, fire lines and fire suppression systems for initial acceptance. The AUTHORITY agrees not to occupy the building until the Corpus Christi Fire Department fire prevention division tests and passes all life safety systems.

1.7 Health. All health plan review and permits will go through the CITY'S Health Department plan review and permitting process currently in place. The AUTHORITY agrees to pay all fees associated with plan review and permitting.

1.8 The AUTHORITY will require that the AUTHORITY Architect/Engineer (A/E), Contractor, and all design and construction or renovation on the AUTHORITY'S property, comply with all provisions of the CITY's technical construction codes.

1.9 Water System All connections to the CITY water system shall be equipped with backflow prevention devices that are necessary to prevent backflow and back siphonage. To assure such connection, the CITY inspection division shall have the right to inspect any installations connected to the CITY water system to the point of such valves or safety device, and failure to install or maintain in good operating condition such device shall authorize the City to disconnect such installation from the CITY water supply.

The following unacceptable practices are prohibited by State regulations.

A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the City water system by an air-gap, an appropriate backflow prevention device, or other device allowed by State law.

B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap, a reduced pressure-zone backflow prevention device, or other device allowed by State Law.

C. No connection which allows water to be returned to the public drinking water supply is permitted.

D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

1.10 The AUTHORITY will make all buildings, structures, facilities, infrastructure and land uses located on AUTHORITY property available for inspection by the CITY. Subject to AUTHORITY security measures, the CITY may at its sole discretion elect to conduct routine inspections and coordinate access with AUTHORITY for inspections during normal business hours. The AUTHORITY agrees to allow at its sole discretion periodic inspections and review of plans by CITY staff to ensure compliance with applicable codes. Any non-compliance issues found by the CITY will be communicated to AUTHORITY and addressed by the AUTHORITY within a reasonable time period. The CITY will notify AUTHORITY in writing of issues not resolved to the CITY'S satisfaction and the AUTHORITY shall comply with City standards.

1.11 Demolition. All building demolition permits will go through the CITY'S Development Services Department's demolition review and permitting process currently in place. The AUTHORITY agrees to pay all fees associated with demolition review and permitting including municipal solid waste fees.

1.12 The AUTHORITY agrees to commit to working with the City to establish a long-term lease or other appropriate agreement(s) to support the City's plans for the walkable connection along the ship channel.

1.13 The AUTHORITY will keep the CITY staff informed of the status of the proposed design of parking and landscaping improvements within the right-of-way to be built upon the decommissioning of the existing Harbor Bridge.

1.14. The AUTHORITY shall be responsible for the installation of any required infrastructure and/or public improvements for new construction or renovation. In the event the AUTHORITY subdivides or files a plat, the AUTHORITY shall be

responsible for the installation of any required infrastructure and/or public improvements.

ARTICLE 2 GENERAL PROVISIONS

2.1 No Joint Enterprise. This Agreement is not intended to and shall not create a joint enterprise between Authority and the CITY. The Parties are undertaking governmental functions under this Agreement and the purpose of the Agreement is solely to further the public good, rather than any pecuniary or proprietary purpose.

2.2 Agreement not for Benefit of Third Parties. This Agreement is made for the exclusive benefit of Authority and the CITY and not for the benefit of any third party or parties.

2.3 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, Venue for this Agreement shall be in Nueces County, Texas.

2.4 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 intent of the Parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

2.5 Amendments. No amendments, modifications or other changes to this Agreement shall be valid or effective without the written consent of the Parties.

2.6 Termination. This Agreement will commence on the date of execution by the CITY and continue for an initial term of four (4) years, and which is automatically renewed annually. Should the CITY desire to terminate the agreement for convenience, prior to the expiration of the current term, or any renewal term of the agreement, CITY must provide 45 days' notice to the AUTHORITY. CITY may terminate for cause for a material breach effective immediately upon receipt of notification to the AUTHORITY. The City Manager will have authority to effect said termination for cause or convenience without further action by the City Council. Should the AUTHORITY desire to terminate the agreement for convenience, prior to the expiration of the current term, or any renewal term of the agreement, AUTHORITY must provide 45 days' notice to the CITY.

2.7 Renegotiation. In case any one or more of the provisions hereof should be held to be illegal, invalid, or unenforceable in any respect, the CITY and the AUTHORITY agree to make a good faith effort to renegotiate another agreement to fulfill the purpose and intent of the present Agreement. In addition, if any provisions hereof should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability will not affect any other provision of this Agreement and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

2.8 Immunity. It is expressly understood and agreed that nothing in this Agreement waives or relinquishes the right of AUTHORITY or the CITY to claim any exceptions, privileges, or immunities as may be provided by law.

2.9 Notices. All notices, demands or requests from the CITY to AUTHORITY shall be given to the Port of Corpus Christi Authority of Nueces County, Texas, Attention: Sean Strawbridge, Chief Executive Officer, 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 the CITY shall be given to the City of Corpus Christi, Attention: Director of Development Services, at 1201 Leopard Street, Corpus Christi, Texas 78401, or at such other address as the CITY shall request in writing.

2.10 Payments. Any payment made by either the CITY or AUTHORITY for any of the services provided pursuant to this Agreement shall be made out of current revenues available to such party as required by the Interlocal Cooperation Act. All funding obligations of the CITY or AUTHORITY under this Agreement are subject to the appropriation of funds.

2.11 Interlocal Cooperation Act. This Agreement is subject to the terms and provisions of the Texas Interlocal Cooperation Act, (the "**Act**"), codified as Chapter 791 of the Texas Government Code. Each party represents that this agreement has been duly passed and approved by its governing body, as required by the Act.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized offices as of the dates provided below each signature, to be effective, however, for all purposes, as of the Effective Date.

(Signatures are on the next page)

WITNESS this _____ day of _____ 2019.

CITY OF CORPUS CHRISTI

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

Samuel Keith Selman
Interim City Manager

Sean C. Strawbridge
Chief Executive Officer

ATTEST:

Rebecca Huerta
City Secretary

APPROVED AS TO FORM:

Buck Brice
Assistant City Attorney
For City Attorney



SCALE
0 500' 1,000'



PORT **CORPUS CHRISTI**

PORT OF CORPUS CHRISTI AUTHORITY

INTERLOCAL AGREEMENT
BETWEEN THE PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
AND THE CITY OF CORPUS CHRISTI
REGARDING DEVELOPMENT AND BUILDING PERMITTING

SCALE: 1:1000
OWN. BY: BV

EXHIBIT A-EXCLUDED AREA

DATE: 2019/03/29
TIME: 11:38:20