Notice of Port Commission meeting of the
Port of Corpus Christi Authority of Nueces County, Texas, on
Tuesday, August 18, 2026 at 9:00 AM
In the Nueces Room at the Solomon P. Ortiz International Center
402 Charles Zahn, Jr. Drive, Corpus Christi, Texas 78401

*** Citizens may also watch the live broadcast of the meeting on the internet by following these instructions - * Open your internet web browser -** ** In the address bar type https://portofcc.com/about/commission/commission agendas/*

** Under the Upcoming Events heading click on "In Progress" for the Port Commission Meeting on August 18, 2026. (Note that the "In Progress" link will not appear until shortly before the meeting starts)*

** To see the Agenda Packet for this meeting, click on "Agenda Packet" under the Upcoming Events heading * Click on "PORT OF CORPUS CHRISTI AUTHORITY PUBLIC COMMENT POLICY" to review the policy. If you wish to make a public comment (agenda item 7), please follow the instructions in this policy.*

A quorum of the members of the Port Commission will be physically present at the meeting location, which is in the Nueces Room of the Solomon P. Ortiz International Center, 402 Charles Zahn, Jr. Drive, Corpus Christi, Texas. The meeting will comply with those parts of Texas Government Code § 551.127 applicable to a meeting of the governmental body of a political subdivision that does not extend into three or more counties.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Monique Lerma at 361-885-6614 at least 48 hours in advance so that appropriate arrangements can be made.

PUBLIC NOTICE is given that the Commission may go into executive session at any time during the meeting *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 this meeting of the Port Commission ("Commission") of the Port of Corpus Christi Authority ("PCCA") is set forth below -

1. **Call to Order**

2. **Safety Briefing**

3. **Pledge of Allegiance**

4. **Invocation**

5. Receive Conflict of Interest Affidavits

6. Minutes

6.a Approve minutes from the July 21, 2026 meeting.
July 21 2026 Port Commission Meeting Minutes.pdf

7. Public Comment (Each speaker is limited to 3 minutes or 60 minutes divided by the number of speakers, whichever is less). *To make a public comment at the meeting, you must complete the Public Comment sign-in sheet located at the entrance to the meeting room before the meeting begins. During the public comment period, the Presiding Officer will call persons who have registered to the podium one at a time to deliver their comments. All public comments must be made in person.*

8. Committee Reports

9. Presentations

9.a Present Corpus Christi Independent School District and Aransas Pass High School with the Port of Corpus Christi Education Grants

9.b Presentation from Al Arreola, President & CEO of the United Corpus Christi Chamber of Commerce.

9.c Presentation on Marketing, Branding and International Business Developments
2027_International_Marketing_and_Branding_VF.pdf

10. Open Session Agenda Items for Individual Consideration

10.a Approve the Port of Corpus Christi Authority's Second Quarter Financial Report.
CM - Q2 2026 Financial Report August 18, 2026.docx
PCCA Financial_Review_Q2 June 2026.pdf

10.b Approve the Port of Corpus Christi Authority's Second Quarter 2026 Investment Report.
CM - Q2 2026 Investment Report August 18, 2026.docx
PCCA Q2 2026 Investment Report_06.30.26.pdf

10.c Approve a Memorandum of Cooperation with the US Department of Transportation, Maritime Division (MARAD)
Commission Memo_MARAD-MOC_d1.docx
Memo of Cooperation_MARAD-PCCA_Final-EXECUTABLE.pdf
August-2026-Commission_Items 10C_D_PRESENTATION.pdf

10.d Approve Memorandum of Collaboration with Core Power (US), Inc.
Commission Memo_CORE-MOC_d1.docx
POCC-CPUS Memorandum of Collaboration_Execution Version

10.e Adopt an amended resolution increasing the 2026 Promotion & Development Fund by $725,000 restricted exclusively to eligible expenditures under U.S. Environmental Protection Agency Clean Ports Program, Award No. 02F78201.

CORPUS-#368357-v1-Amended_P&D_Fund_Resolution_Aug_18_2026.docx
EPA_PD_memo_v2.docx

10.f Approve a Funding Agreement with Ingleside Independent School District in the amount of $460,000, to establish and implement a Port Industries and Maritime Academy as part of the Port of Corpus Christi Authority's EPA Clean Ports Program, Award No. 02F78201.
Commission Memo Ingleside ISD 2026 v2.docx
Ingleside_ISD_Funding_Agreement_Draft (RA reviewed).pdf

10.g Approve an Amendment to the Interlocal Agreement with City of Corpus Christi authorizing PCCA to include requested utility construction on City-owned portions of Sam Rankin Street as part of the Texas Department of Transportation Maritime Division's Seaport Connectivity Program grant awarded to PCCA in July 2024.
Sam_Rankin_CoCC_Interlocal_Amendment_CM_final.docx
Sam Rankin_CoCC_ILA_Amendment_Aug_2026.docx

10.h Award a construction contract to Gerke Excavating, Inc. in an amount up to $8,514,871 on a lump sum basis for the Sam Rankin Street Reconstruction Project, funded by the Seaport Connectivity Program grant from the Texas Department of Transportation - Maritime Division.
Sam Rankin Award - Aug26 - 1-Memo.pdf
Sam Rankin Award - Aug26 - 2-Exhibit.pdf
Sam Rankin Award - Aug26 - 3-Results.pdf

10.i Approve Amendment No. 3 to Service Order No. 1 under Master Services Agreement No. 24-03 with AECOM Technical Services, Inc. in an amount not to exceed $11,630,344, using standard hourly rates with a ceiling price, for additional services associated with the New Inland Rail Facility Project.
AECOM Rail - Aug26 - 1-Memo.pdf
AECOM Rail - Aug26 - 2-Exhibit.pdf
AECOM Rail - Aug26 - 3-Contract.pdf

10.j Award a construction contract to Mako Contracting, LLC in the amount of $1,386,588 on a lump sum basis for the Security Command Center Site Improvements Project.
SCC Site Award - Aug26 - 1-Memo.pdf
SCC Site Award - Aug26 - 2-Exhibit.pdf
SCC Site Award - Aug26 - 3-Results.pdf

10.k Approve an increase in contingency and Change Order with Alfred Palma, LLC in the amount of $1,124,948 for the Bulk Materials Terminal Shiploader and Conveyance Repairs Project per a negotiated lump sum for items not in the original scope of the construction contract.
BMT Shiploader CO - Aug26 - 1-Memo.pdf
BMT Shiploader CO - Aug26 - 2-Exhibit.pdf
BMT Shiploader CO - Aug26 - 3-CO.pdf

11. Consent Agenda Items for Collective Action *The following agenda items are matters of a routine or administrative nature. 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.

11.a Approve Amendment No. 3 to Service Order No. 2 under Master Services Agreement No. 22-06 with Halff Associates, Inc. in an amount not to exceed $104,000, using standard hourly rates with a ceiling price, for geotechnical engineering services associated with the Southside Storm Water Improvements Project.
Halff SW Amend - Aug26 - 1-Memo.pdf
Halff SW Amend - Aug26 - 2-Exhibit.pdf
Halff SW Amend - Aug26 - 3-Contract.pdf

11.b Reject bids for the Stroman Security Station Canopy Project.
Stroman Security Station Canopy - Memo.pdf
Stroman Security Station Canopy - Solicitation Results.pdf

11.c Approve an amendment to Service Order No. 2 under Master Services Agreement No. 24-07 with HDR Engineering, Inc. in an amount not to exceed $60,724, to be paid on a time and materials basis, to expand the scope of work to include subsurface utility engineering to support the Tule Lake DMPA Levee Raise Project.
HDR - 1 - MEMO
HDR - 2 - SO2 AM3
HDR - 3 - EXHIBIT

11.d Approve the Fourth Amendment to the Lease Agreement with GCCM Holdings, LLC, to provide a 13-month rent credit and modify the location of the rail easement entering the GCCM lease, located in the North Bank Open Storage Yard in Nueces County, Texas.
GCCM 4th Amendment - CM.docx
GCCM 4th Amendment - Memo Exhibit.pdf
GCCM 4th Amendment - Signed.pdf

11.e Approve the Agreement to Extend Franchise and Lease Agreement with Enbridge Ingleside Oil Terminal, LLC., extending the Franchise Agreement for 106.06 Acres and Lease Agreement for 19.65 Acres through August 31, 2027 in San Patricio County, Texas.
Enbridge Franchise and Lease Amendment - Memo
Enbridge Franchise and Lease Amendment - Memo Exhibit
Enbridge Franchise and Lease Amendment - Agreement

11.f Approve a Grazing Lease Agreement with Keith Skoruppa, for a 16.50-acre tract of land located east of Robstown through August 31, 2029, in Nueces County Texas.
Skoruppa Hay Lease - CM.docx
Skoruppa Hay Lease - Agreement.pdf

11.g Approve the Fourth Amendment of Lease with United Minerals and Properties, Inc., granting a driveway easement from Rincon Road to the leased premises and to add payment and performance bond requirements applicable to construction, alteration,

or repair work on the leased premises in Nueces County, Texas.
United Minerals 4th Amendment - CM.docx
United Minerals 4th Amendment - Memo Exhibit.pdf
United Minerals 4th Amendment - Agreement.pdf

11.h Approve a 20-year Lease Agreement with the Coastal Bend Bays and Estuaries Program Inc. for a 64 sq. ft area to install a data collection water monitoring platform, located in Nueces Bay, Nueces County, Texas.
CBBEP Monitoring Station Lease - Memo
CBBEP Monitoring Station Lease - Exhibit
CBBEP Monitoring Station Lease - Agreement

11.i Approve Service Order No. 3 with The Acceleration Agency in the amount of $133,000 for services to develop an AI based object detection and alerting system for OPTICS, the Port's 3D Active Digital Twin, partially funded by Port Security Grant funds.
TAA Commission_Memo 082026.pdf
OPTICS SOW 3 - Computer Visiion FINAL.pdf
06.17.26 PCCA_TAA_MSA_25-01C_SO2.pdf
The Acceleration Agency - sole source.pdf

11.j Award a construction contract to JE Construction Services, LLC, in the amount of $561,476 for the Laydown Yard Surface Treatment Project to be paid on a lump sum basis.
Laydown Surfaces - Memo.pdf
Laydown Surfaces - Solicitation Results.pdf

11.k Award a construction contract to Ready Power, LLC, in the amount of $206,700 for the Generator Installation at Various Locations Project to be paid on a lump sum basis.
Portwide Generators - Memo.pdf
Portwide Generators - Solicitation Results.pdf

11.l Approve Amendments to the PCCA Travel and Business Entertainment Policy.
PCCA_Commission_Memo_Travel_Policy_Amendment_Aug18_2026.pdf
PCCA Travel and Business Entertainment Policy - Effective 08.18.26.pdf
PCCA_Travel_and_Business_Entertainment_Policy_REDLINE_Commissioner_PreT
v2.pdf

12. Chief Executive Officer's Comments

12.a Receive the Chief Executive Officer's Report on upcoming community events, PCCA events, and the activities of the following PCCA departments during the preceding month: External Affairs, Human Resources, Finance, Strategic Planning and Environmental, and Operations.

13. Executive Session Agenda Items *In this executive session the Port Commissioners will deliberate or receive legal advice regarding (1) each of the following matters pursuant to the Section(s) of the Texas Open Meetings in parenthesis at the end of such matter, and (2) any other agenda item announced by the Chairman of the meeting. The Port Commissioners will deliberate the purchase, exchange, lease or value of real property in*

executive session only if deliberation in an open meeting would have a detrimental effect on PCCA's position in negotiations with a third person.

13.a Receive legal advice from counsel regarding Ground Lease and Use Agreement between the Port of Corpus Christi of Nueces County, Texas, as lessor, and Nueces River Authority, as lessee, for 31-acres of land on Harbor Island. (§551.071)

13.b Deliberate the acquisition, lease and value of real property in Nueces County. (§551.072)

13.c Receive legal advice from counsel regarding Federal Maritime Commission Special Investigation No. 25-01. (§551.071)

13.d Deliberate and receive legal advice from counsel regarding real property in Nueces County. (§551.071 & 551.072)

14. Open Session Agenda Items for Post-Executive Session Action *The Port Commission will reconvene in Open Session and take action on (1) the agenda items listed below, (2) any other items on this agenda that were postponed or tabled until after Executive Session, and (3) any of the Executive Session Agenda Items.*

14.a Approve a Resolution approving six real estate contracts between The Port of Corpus Christi Authority of Nueces County, Texas, as purchaser, with the various owners, as sellers, and authorizing the execution of the contracts and related closing documents related to the land under contract in Nueces County and approving matters related thereto.
CORPUS-#368557-v3-Port_Multi_Tract_Resolution_August_2026.docx

14.b Approve Engagement Letter with Blank Rome regarding Federal Maritime Commission regulatory matters.

15. Adjourn

OFFICIAL MINUTES OF PORT COMMISSION MEETING
JULY 21, 2026

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Charles Zahn, Jr. Drive, Corpus Christi, Texas, on Tuesday, July 21, 2026, at 9:00 a.m., for the regular monthly meeting of the Port Commission.

Present:
Mr. Gabe Guerra
Mr. Wes Hoskins
Mr. Rajan Ahuja
Mr. Tony LaMantia
Mr. Mike Pedrotti
Mr. Michael T. Hunter
Ms. Amanda Torres

Present:
Mr. Kent Britton
Ms. Cindy Bertolami
Mr. Omar Garcia
Mr. Kyle Hogan
Mr. Jeff Pollack
Ms. Brenda Reed
Mr. Yudi Takizawa
Ms. Marisa Alaniz
Ms. Regina Alvarez
Ms. Rosaura Bailey
Mr. Kaden Bailey
Ms. Valeria Barbosa
Mr. Bryce Bunting
Ms. Kirby Conda
Ms. Danielle Converse
Mr. Javier Davila
Mr. Roberto DeSantos
Mr. Sam Esquivel
Mr. Angel Garza
Mr. Miguel Garza
Ms. Sarah Garza
Chief Eric Giannamore
Ms. Claudia Gonzales
Mr. Mark Gutierrez
Ms. Danielle Hale
Mr. Richard Hernandez

Ms. Lisa Hinojosa
Mr. Dan Koesema
Ms. Monique Lerma
Ms. Melinda Licon
Mr. Brooks Lobingier, II
Mr. Tony MacDonald
Mr. Larry Medrano
Mr. Gustavo Moeller
Mr. Jacob Morales
Ms. Amaya Nunez
Ms. Amy Polasek
Ms. Amanda Pollakis
Mr. Joshua Reyna
Mr. John Rice
Mr. Jesse Robinson
Ms. Leslie Ruta
Mr. Jeremy Salinas
Mr. Thomas Sandoval
Asst. Chief Marvin Tamez
Ms. Emily Tittle
Ms. Martha Valderrama
Mr. Leo Veloz
Mr. Daniel Villesca
Mr. Sacha Winkler

Others Present: Mr. Jimmy Welder
Mr. Dane Bruun

Others Present: Mr. Xavier F. Valverde, Sr
G&H Towing
Mr. Robert Morris
Security Title
Mr. Trevor Hatridge
Security Title
Captain Mike Kershaw
ACC
Ms. Jayln Stineman
Del Mar College
Mr. Burt Moorhouse
Aransas Terminal
Ms. Marsha Dayon
Aransas Terminal

Mr. Ryan Burke
Moffatt & Nichol
Mr. Hector Gonzales
CWA
Ms. Yvonne Hernandez
McCarthy
Mr. Carlos E. Ospina
Moffatt & Nichols
Mr. Ray Devlin
Moffatt & Nichols
Mr. Dennis Wade
South Texas News
Mr. Edard J. Saenz
Jacobs
Mr. Bill T. Wilson II
City of Portland
Mr. Cary Campbell
PWC Industries
Ms. Destiny Tovar

1. Meeting called to order

2. Safety briefing presented

3. Pledge of Allegiance recited

4. Invocation

5. Conflict of Interest Affidavits: None.

6. Minutes

6.a. ***Action*****:** On motion made by Mr. LaMantia and seconded by Mr. Ahuja, the Commission approved the minutes of the June 16, 2026 meeting. Mr. Hoskins was not present for the vote on this item.

7. Public Comment: The following individual addressed the Port Commission: Mr. Robert Morris.

8. Committee Reports

Long-Range Planning Committee: Mr. LaMantia reported on the committee's activities since the last regular Commission Meeting.

9. Presentations

9.a. The Commission received a presentation from Lorena Parada-Valdes, Organizational Development Manager, on the PCCA Internship Program. Chief Executive Officer Kent Britton also recognized the Hilliard Law Firm interns in attendance.

10. Open Session Agenda Items for Individual Action

10.a. ***Award a Service Agreement to Ambrose Construction Ltd. for Indefinite Delivery / Indefinite Quantity (IDIQ) sandblasting and painting services in the amount of $950,000 for a term ending December 31, 2026, with the option to renew for up to two (2) additional one-year periods to be paid on a time and materials basis*****:** Staff recommended the Port Commission award the Service Agreement to Ambrose Construction Ltd. for Indefinite Delivery / Indefinite Quantity (IDIQ) sandblasting and painting services in the amount of $950,000 for a term ending December 31, 2026. Staff further recommended that the Port Commission authorize the Chief Executive Officer to renew the Service Agreement for up to two (2) additional one-year periods in an amount not to exceed $250,000 per each renewal period.

Action**:** On motion made by Mr. Ahuja and seconded by Ms. Torres, the Commission approved staff's recommendation. Mr. Hoskins was not present for the vote on this item.

10.b. ***Award a construction contract to CCC Group Inc. in the amount of $1,689,859 for the Stroman Security Station Canopy Project to be paid on a lump sum basis*****:** This item was pulled by staff.

10.c. ***Approve a Subaward Agreement with Subrecipient Watco Companies, LLC, as part of the Port of Corpus Christi Authority's grant through the EPA Clean Ports Program, Award # 02F78201*****:** Staff recommended the Port Commission approve a Subaward Grant Agreement with Watco Companies, LLC, as part of the Port of Corpus Christi Authority's grant through the United States Environmental Protection Agency's Clean Ports Program, Award #02F78201.

Action**:** On motion made by Mr. LaMantia and seconded by Mr. Ahuja, the Commission approved staff's recommendation. Mr. Hoskins and Mr. Hunter were not present for the vote on this item.

10.d. ***Authorize staff to apply for up to $3,687,500 through Department of Homeland Security FY2026 Port Security Grant Program for four PCCA Security projects*****:** Staff recommended the Port Commission authorize staff to apply for the 2026 PSGP grant program. Furthermore, staff recommended the Port Commission authorize the CEO to execute a grant acceptance agreement should the grant be awarded.

Action**:** On motion made by Mr. Ahuja seconded by Mr. Pedrotti, the Commission approved staff's recommendation. Mr. Hoskins was not present for the vote on this item.

10.e. ***Approve Master Services Agreement No. 26-04 and Service Order No. 1 with Moffatt & Nichol, Inc. in the amount of $3,500,000 using standard hourly rates with a ceiling price for engineering design services associated with the Cargo Dock 9 and 10 Realignment Project*****:** Staff recommended the Port Commission approve Master Services Agreement No. 26-04 and Service Order No. 1 with Moffatt & Nichol, Inc. in the amount of $3,500,000 using standard hourly rates with a ceiling price for engineering design services associated with the Cargo Dock 9 and 10 Realignment Project.

Action**:** On motion made by Mr. Ahuja seconded by Mr. LaMantia, the Commission approved staff's recommendation.

10.f. ***Approve Master Services Agreement No. 26-02 and Service Order No. 1 with Hatch Associates Consultants, Inc. in the amount of $698,291 using standard hourly rates with a ceiling price for engineering design services associated with the Rincon West Security Lighting & Cameras Project*****:** Staff recommended the Port Commission approve Master Services Agreement No. 26-02 and Service Order No. 1 with Hatch Associates Consultants, Inc. in the amount of $698,291 using standard hourly rates with a ceiling price for engineering design services associated with the Rincon West Security Lighting & Cameras Project.

Action**:** On motion made by Mr. Pedrotti seconded by Mr. Hunter, the Commission approved staff's recommendation.

10.g. ***Approve Task Order No. 8 with Callan Marine, Ltd., under Master Services Agreement No. 21-01 in an amount not to exceed $2,139,700, to be paid on a unit-cost basis, to perform maintenance dredging at PCCA-maintained Oil Docks 1, 2, 15, and 50, and the Plains Cactus 3 Dock*****:** Staff recommended the Port Commission approve Task Order No. 8 with Callan Marine, Ltd. under Master Services Agreement No. 21-01 in an amount not to exceed

$2,139,700, to be paid on a unit-cost basis, to perform maintenance dredging of five PCCA maintained docks.

***Action*:** On motion made by Mr. Ahuja seconded by Mr. LaMantia, the Commission approved staff's recommendation.

11. Consent Agenda: Mr. LaMantia moved to approve the Consent Agenda items by one vote (the "Consent Agenda Motion"), in accordance with the respective staff recommendations and agreements furnished to the Commission at the meeting. Mr. Hoskins seconded the motion and the motion passed without objection. Mr. Ahuja was not present for the vote on the Consent Agenda.

11.a. By approval of the Consent Agenda Motion, the Commission approved an amendment to the professional architectural/engineering services contract with Richter Associates Architects Inc. d/b/a Richter Architects in the amount of $298,285 using standard hourly rates with a ceiling price for additional design services associated with developing a phased construction approach for the Harbor Point Project, a maritime-themed, public destination to be constructed on PCCA-controlled property in the old Harbor Bridge right-of-way.

11.b. By approval of the Consent Agenda Motion, the Commission approved an amendment to Service Order No. 11 with Ardurra Group, Inc., under Master Services Agreement 22-01, in the amount of $95,700 using standard hourly rates with a ceiling price for additional asset management data acquisition services associated with the Oil Dock 7 Maintenance Project.

11.c. By approval of the Consent Agenda Motion, the Commission approved Award three (3) Indefinite Deliverable/Indefinite Quantity (IDIQ) Contracts associated with demolition and site clearing projects to the following: 1) J.R. Ramon Sons, Inc.; 2) Camacho Demolition, LLC; and 3) White Star Services, LLC, in a not to exceed net aggregate amount of $900,000 per year, each for a one-year period with the option to extend for up to two additional one-year periods, all based on negotiated unit rates**.** The Commission also authorized the Chief Executive Officer to extend each of the IDIQ contracts for up to two additional one-year periods in a not to exceed net aggregate amount of $900,000 per year.

11.d. By approval of the Consent Agenda Motion, the Commission approved Master Services Agreement No. 26-03 and Service Order No. 1 with Ardurra Group, Inc. in the amount of $391,742 using standard hourly rates with a ceiling price for engineering design services associated with the Oil Dock 10 Maintenance Project.

11.e. By approval of the Consent Agenda Motion, the Commission approved the renewal of Pipeline Easement Agreement with NuStar Logistics, L.P. for an 8-inch

gas pipeline connecting two of Sunoco, LP, Corpus Christi North Beach Terminal locations, crossing Sigmor Road, Nueces County, Texas.

11.f. By approval of the Consent Agenda Motion, the Commission approved a Right of Entry and License Agreement with the State of Texas acting through the General Land Office to access eight state owned tracts to conduct the Redfish Bay Seagrass Restoration Project, near Harbor Island, Nueces County, Texas.

11.g. By approval of the Consent Agenda Motion, the Commission awarded a contract to JF Petroleum Group in the amount of $181,750 for the installation of a fuel monitoring system at various locations using government pricing from the Sourcewell Cooperative Program.

11.h. By approval of the Consent Agenda Motion, the Commission awarded Service Order No. 2 under Master Services Agreement No. 26-02 with Hatch Associates Consultants, Inc. in an amount of $144,128 using standard hourly rates with a ceiling price for engineering design services associated with the Avery Security Station and Canopy Project.

12. Chief Executive Officer Comments

12.a. The Chief Executive Officer submitted his report on upcoming community events, PCCA events, and activities of the following PCCA departments during the preceding month: External Affairs, Human Resources, Finance, Strategic Planning and Environmental, and Operations.

13. Executive Session Agenda Items: At 10:14 a.m., Chairman Guerra announced that the Commission would go into executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code to deliberate agenda items 13.a. and 13.b. which were described in the agenda as follows:

13.a. Deliberate the acquisition, lease and value of real property in Nueces County. (§551.072)

13.b. Receive legal advice from counsel regarding Project Partnership Agreement for the Corpus Christi Ship Channel Improvement Project. (§551.071)

14. Open Session Agenda Items for Post-Executive Session Action: At 11:14 a.m., the Commission reconvened in Open Session.

14.a. ***Approve a Lease Option Agreement with Vopak Energies America, Inc. for approximately 42.54 acres located east of Oil Dock 14, on the north side of the Inner Harbor, Nueces County, Texas:***

***Action*:** On motion made by Mr. LaMantia and seconded by Mr. Hoskins, the Commission approved the Lease Option Agreement with Vopak Energies America, Inc.

15. Adjournment: On motion duly made and seconded, the meeting adjourned at 11:16 a.m.

Marketing, Branding and International Business Development

August 18, 2026

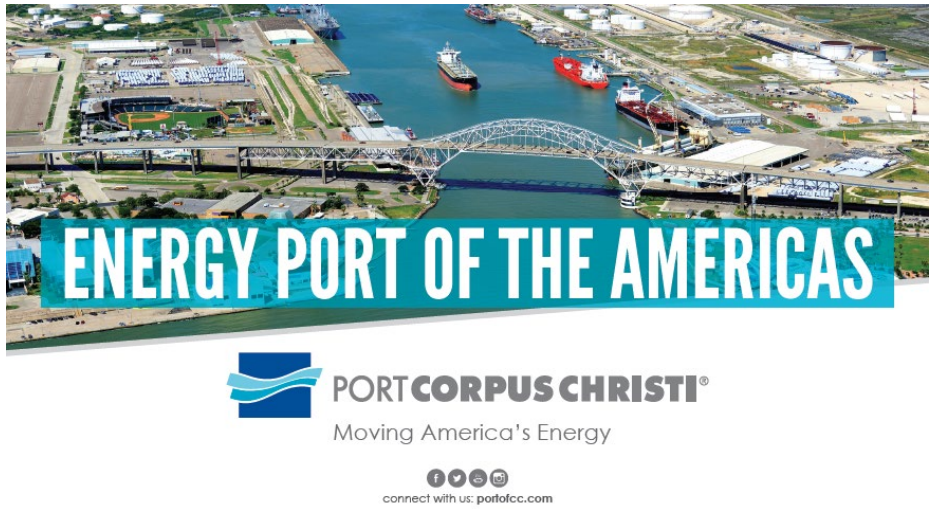
August Commission

Omar Garcia | Chief External Affairs Officer
Lisa Hinojosa | Director of Communications

Port of Corpus Christi
CURRENT MARKETING

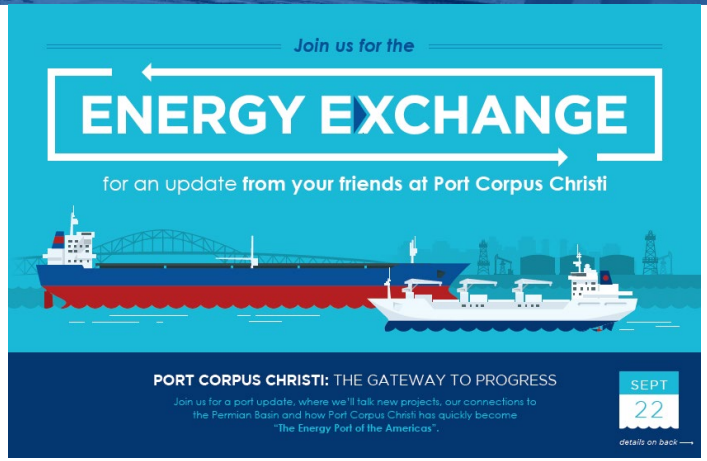
PORT CORPUS CHRISTI®

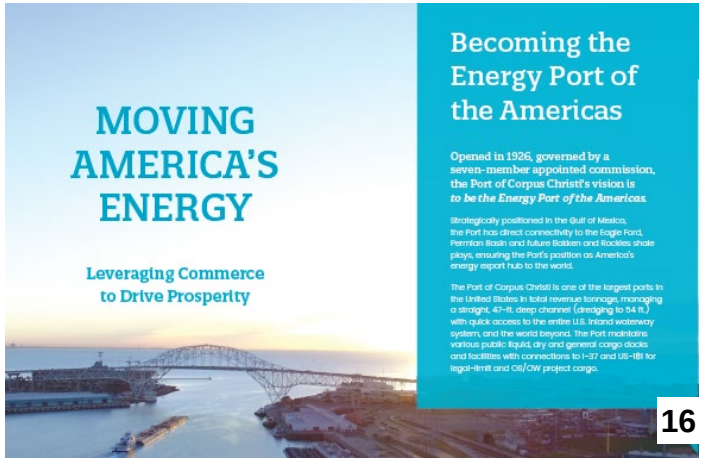
Applications of Former Descriptor



PORT CORPUS CHRISTI®







Marketing Descriptor and Tagline

Descriptor:

Global Gateway for Energy and Innovation

This descriptor line is a direct statement to quickly communicate the primary strengths of the Port of Corpus Christi—that we're leaders in moving energy and trade on an international scale. This line may be used with the logo, and is most applicable to uses like **business development, investor relations, annual reports and CSR materials.**

Brand Tagline:

NEVER STOP MOVING

This tagline embodies our brand positioning as a whole—tying to our history of ambition and growth, with our ongoing objectives to constantly improve and innovate. It represents how we work with efficiency and agility, while actively motivating our Port customers to hold the same operational standards. It has good momentum and a competitive edge—good for **marketing and brand messaging, promotional items, calls to action and advertising campaigns.**

PORT CORPUS CHRISTI®

Global Gateway for Energy and Innovation

PORT CORPUS CHRISTI®

Global Gateway for Energy and Innovation

NEVER STOP *MOVING*

NEVER STOP *MOVING*

New Website
DESIGN AND DEVELOPMENT

GOAL: Create a **modern**, **accessible**, **secure** and **business-focused** website to elevate the Port's digital presence and align with emerging brand messaging, international marketing and business development goals.



INCREASE ACCESSIBILITY

Create easier access to services, forms and contacts



SPOTLIGHT OPERATIONS

Highlight Port activity, initiatives and community impact



ENGAGE STAKEHOLDERS

Create clear pathways for shippers, partners and agencies to find key resources



DRIVE NEW BUSINESS

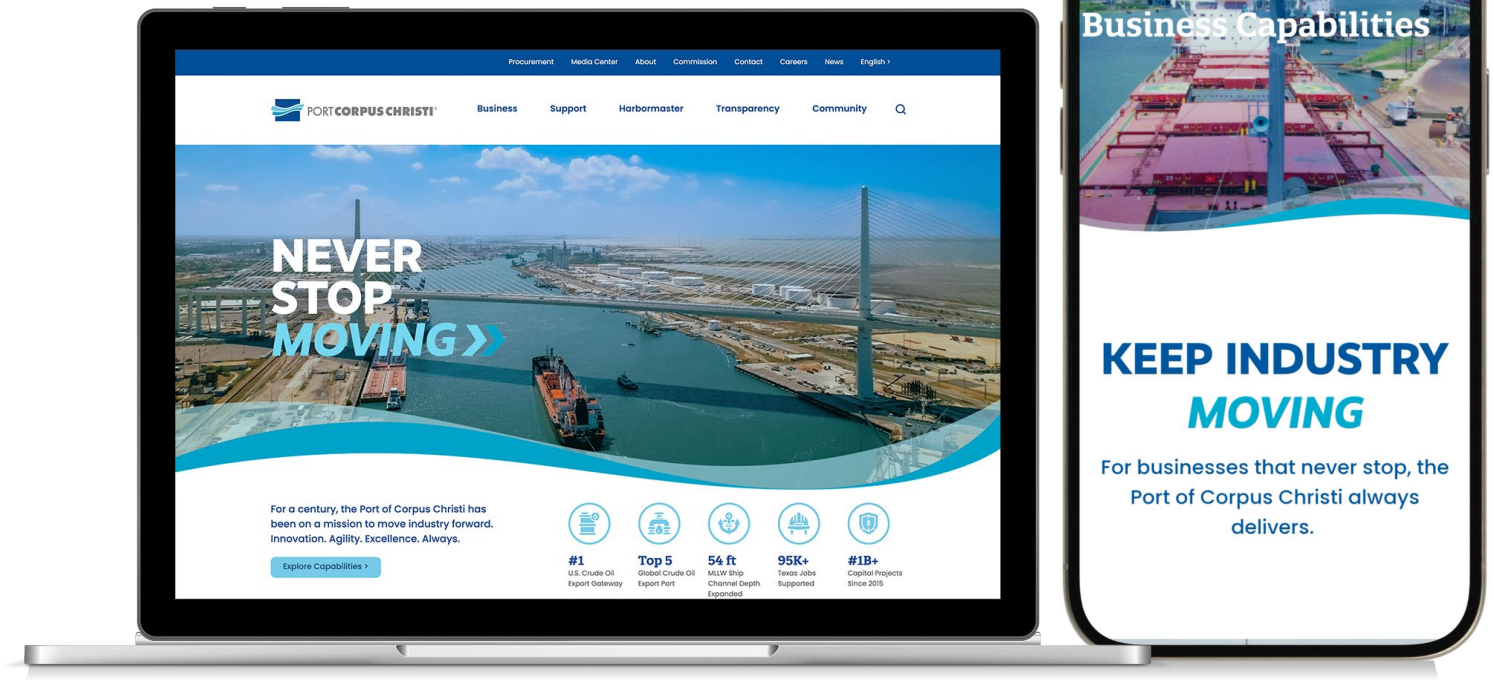
Promote facilities and opportunities with clear CTA to do business

RESULT: A valuable public resource, modern business development tool and performance driven website

New Website
DESIGN AND DEVELOPMENT

TECHNICAL FEATURES

- Salesforce connection
- Advanced search
- SEO/AISO ready
- Responsive design
- Accessibility approved
- Report automation



PROGRESS MILESTONES

1	2	3	4	5	6
Discovery	Information Architecture	UX/UI Design	Content Development	Build and Integration	Q&A and Launch
Complete	Complete	Complete	77% Complete	68% Complete	On Deck

Position "Global Gateway for Energy and Innovation" to global markets

Targeted Audience:

INTERNATIONAL CUSTOMERS	INVESTORS	STRATEGIC STAKEHOLDERS
• Shipping lines	• Industrial developers	• Foreign government consulates
• Cargo owners	• Manufacturers	• Trade associations
• Commodity traders	• Distribution operators	• Chambers of commerce
	• Infrastructure investors	• Economic development organizations

- **Establish key partnerships with our largest trading partners:**
  The Netherlands, Singapore, United Kingdom, France, Italy, South Korea
- **Engage on international policy issues that could impact PCCA**


Thank you
PORT CORPUS CHRISTI®

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Cindy Bertolami
Chief Financial Officer
cbertolami@pocca.com
(361) 885-6137

ANTICIPATED STAFF PRESENTER: Cindy Bertolami

Approve Second Quarter 2026 Financial Report

SUMMARY: Staff request the Port Commission approve the Financial Report ("Report") for the Second Quarter of 2026. The Report is attached and details the PCCA's results for the first 6 months of 2026 as compared to both the Prior Year first 6 months, and the Commission-approved 2026 budget for the first 6 months.

As detailed in the Report, the Port's customers moved 55.8 million tons of commodities in the second quarter, marking the strongest quarter in Port history. Year to date tonnage moved through June of 110.3 million marked the strongest first half in the Port's history. Crude oil exports have exceeded 2.4 million barrels per day since March, the highest monthly levels seen in this market. Operating revenues were above prior year and above the 2026 year to date Budget. Operating Expenses, excluding depreciation, were below budget by 1%, and 20% above prior year due to higher maintenance spending and employee services.

BACKGROUND: PCCA Finance Staff prepares monthly reporting packages that are reviewed by Staff and a summary of which is included in the CEO Report prepared for the Commission each month. On a quarterly basis, Staff prepares the Quarterly Financial Report and presents it to the Audit Committee and then the full Commission for approval. Annually, Staff work with the Audit Committee to prepare a budget that, while not statutorily binding, provides a detailed framework for spending throughout the year. That budget is presented at a public Commission Workshop in November and approved by the Commission in December of each year.

ALTERNATIVES: The Port is required to present Financials and receive Port Commission approval quarterly.

CONFORMITY TO PORT PROCUREMENT POLICY: The Procurement Policy does not apply to this item.

STRATEGIC ALIGNMENT: Presentation and preparation of the report conform to the current PCCA Strategic Plan Goal #5- Fund our Vision.

FINANCIAL IMPACT: Financial Results noted in the attached Report.

STAFF RECOMMENDATION: Staff recommend the Port Commission approve the Second Quarter 2026 Financial Report.

DEPARTMENTAL CLEARANCES:

Originating Department	Finance
Reviewed & Approved	Cindy Bertolami
Legal	Dane Bruun
Executive Staff	Cindy Bertolami

LIST OF SUPPORTING DOCUMENTS:

PCCA Financial_Review_Q2_March 2026

FINANCIAL REVIEW
YEAR TO DATE JUNE 30, 2026

Cindy Bertolami | Chief Financial Officer

August 18, 2026 | Commission Meeting



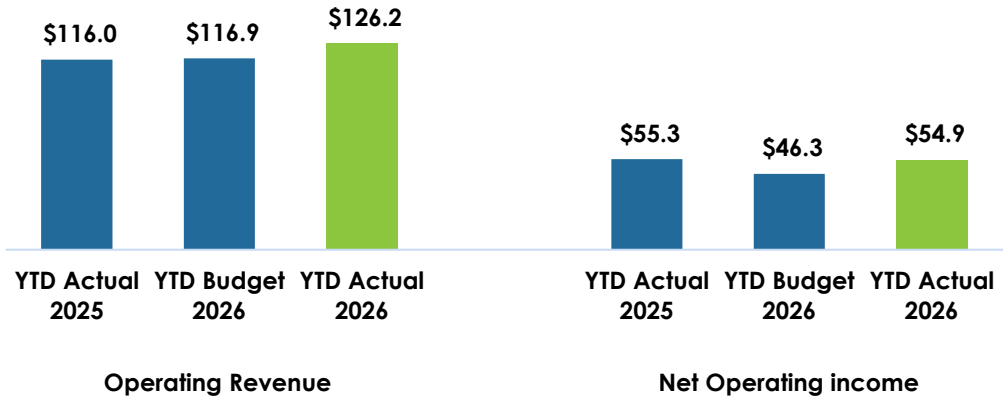
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I. Executive Summary
II. Summary Year-to-Date Results
III. Key Historical Trends

Appendix: Detailed Financial Information

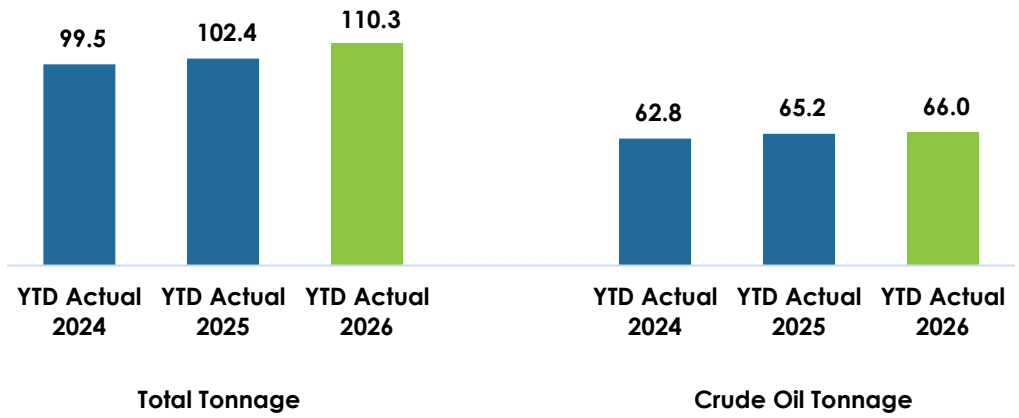
Year-to-Date
Operating Revenue and Net Operating Income

$ in millions



Year-to-Date
Tonnage

Millions of tons



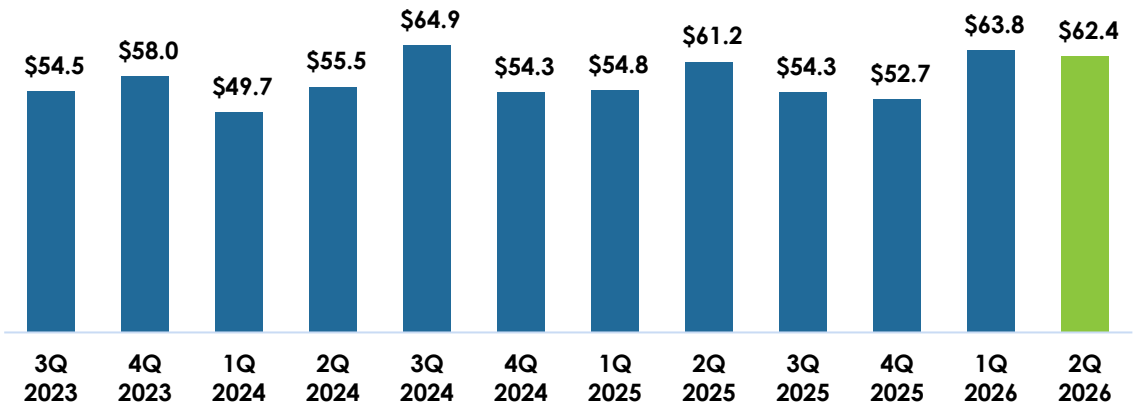
• Key Year to Date Highlights

- Year to date tonnage moved through June of 110.3 million tons marked the strongest first half in the Port's history (102.4 million tons in first half of 2025).
  - Q2 2026 also marked a record quarter for the Port as customers moved 55.8 million tons, a 9.2% increase over 2025 (51.1 million tons). The record surpasses the previous quarter high of 54.5 million tons set earlier this year in Q1 2026.
  - Crude oil exports have exceeded 2.4 million barrels per day since March, the highest monthly levels seen in this market.
- Year to date Net Operating Income (NOI) exceeds Budget by 18.5% and below the same period prior year by 1%.
  - Revenue 8% above budget and above the same period prior year by 9%.
  - Operating Expenses, excluding depreciation, are 1% lower than budget; and 20% higher than prior year mainly due to maintenance expenses and employee services.
- 2026 inbound rail car movements are significantly above 2025, while outbounds are below 2025 - overall increase of 50%.
- 2026 Capital Spending below budget and below prior Year.

KEY HISTORICAL TRENDS

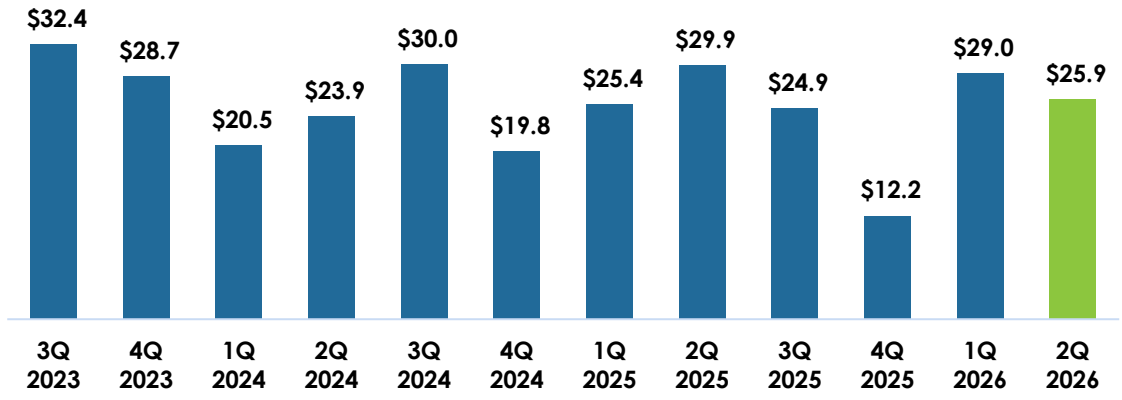
Operating Revenue

$ in millions



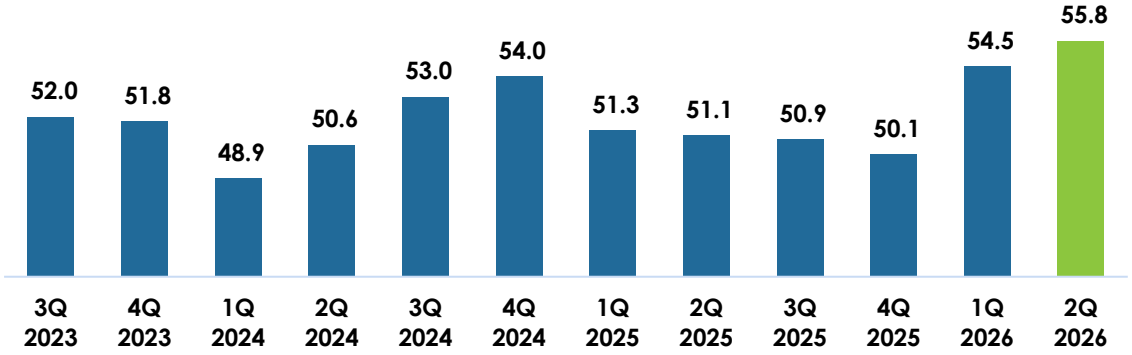
Net Operating Income

$ in millions



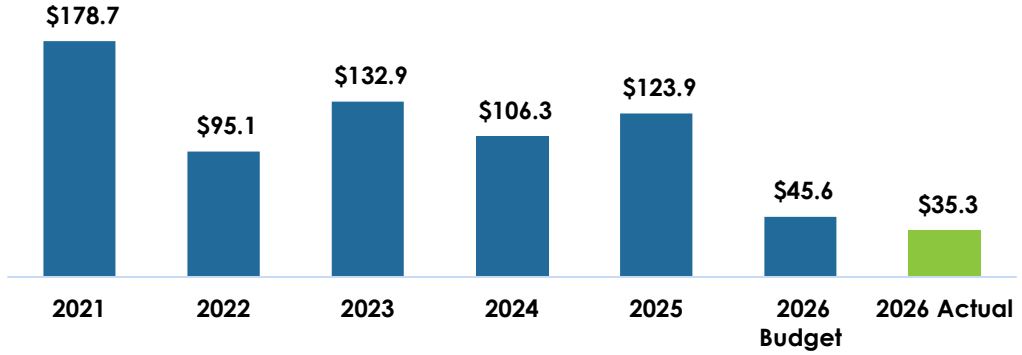
Total Tonnage

Millions of tons



Capital Expenditures

$ in millions





APPENDIX:
DETAILED FINANCIAL INFORMATION

EXPANDED OPERATIONAL METRICS DETAIL

	YTD 2026 Actual	YTD 2025 Actual	% Variance vs Prior Year	YTD 2026 Budget	Variance vs Budget
Statement of Net Position Items ($ in millions)					
Assets	$1,671.5	$1,582.3	5.6%		
Cash & Investments	305.3	296.6	2.9%		
Accounts Receivable	30.7	30.3	1.2%		
Restricted Assets	32.0	32.9	(2.7%)		
Liabilities	313.1	334.5	(6.4%)		
Net Position	**$1,361.8**	**$1,251.8**	**8.8%**		
Revenue and Expense Items ($ in millions)					
Operating Revenues	$126.2	$116.0	8.8%	$116.9	7.9%
Operating Expenses	(53.7)	(45.0)	19.5%	(53.1)	1.2%
Depreciation	(17.5)	(15.8)	11.2%	(17.5)	0.3%
Net Operating Income (Loss)	**$54.9**	**$55.3**	**(0.6%)**	**$46.3**	**18.5%**
Noncapital Subsidies	0.0	0.0	–	0.5	(95.1%)
Non-Operating Revenue/Expenses	2.4	(5.0)	(147.9%)	4.9	(51.5%)
Net Income	**$57.3**	**$50.3**	**14.0%**	**$51.8**	**10.7%**
Capital Projects	**$35.3**	**$43.8**	**(19.3%)**	**$45.6**	**(22.5%)**
Operational Items					
Tonnage (millions)	110.3	102.4	7.7%		
Ships	1,319	1,178	12.0%		
Barges	2,273	2,506	(9.3%)		
Barges and Ships	3,592	3,684	(2.5%)		
Railcars	30,918	20,558	50.4%		

STATEMENT OF NET POSITION

	Series 2015 Outstanding Bond Balance	(67,335,000)
	Series 2018A Outstanding Bond Balance	(83,725,000)
	Series 2018B Outstanding Bond Balance	(101,100,000)
	Total Debt Service Outstanding 12.31.25	**(252,160,000)**

$ in millions	**6/30/2026 Actual**	**12/31/2025 Actual**	***$ Change vs Prior Year***	***% Variance vs Prior Year***	**6/30/2025 Actual**	***$ Change vs Year Ago***	***Variance vs Year Ago***
Line Item							
Assets							
Cash & Investments	$305.3	$275.6	*$29.7*	*10.8%*	$296.6	*$8.6*	*2.9%*
Accounts Receivable	30.7	29.3	*1.4*	*4.9%*	30.3	*0.4*	*1.2%*
Restricted Assets	32.0	32.7	*(0.6)*	*(1.9%)*	32.9	*(0.9)*	*(2.7%)*
Capital Assets, net	1,289.9	1,275.7	*14.2*	*1.1%*	1,212.3	*77.6*	*6.4%*
Other Assets	13.6	13.7	*(0.1)*	*(0.8%)*	10.1	*3.5*	*35.0%*
Total Assets	**$1,671.5**	**$1,626.9**	***$44.5***	***2.7%***	**$1,582.3**	***$89.2***	***5.6%***
Deferred Outflows - Pension	4.8	4.8	–	–	4.8	*0.1*	*1.6%*
Total Deferred Outflows	**$4.8**	**$4.8**	**–**	**–**	**$4.8**	***$0.1***	***1.6%***
Current Liabilities	15.1	30.8	*(15.7)*	*(51.1%)*	23.7	*(8.6)*	*(36.3%)*
Unearned Income	23.9	24.4	*(0.5)*	*(2.2%)*	27.9	*(4.0)*	*(14.3%)*
Long-term Debt	265.5	264.7	*0.7*	*0.3%*	275.3	*(9.9)*	*(3.6%)*
Other Liabilities	8.6	5.8	*2.8*	*47.5%*	7.6	*1.0*	*12.9%*
Total Liabilities	**$313.1**	**$325.8**	***($12.8)***	***(3.9%)***	**$334.5**	***($21.5)***	***(6.4%)***
Deferred Inflows - Pension	1.4	1.4	–	–	0.7	*0.7*	*102.5%*
Total Deferred Inflows	**$1.4**	**$1.4**	**–**	**–**	**$0.7**	***$0.7***	***102.5%***
Investment in Net Assets	1,024.4	996.0	*28.4*	*2.9%*	937.0	*87.4*	*9.3%*
Restricted Net Position	41.0	41.6	*(0.6)*	*(1.5%)*	37.9	*3.0*	*7.9%*
Unrestricted Net Position	296.5	266.9	*29.6*	*11.1%*	276.9	*19.6*	*7.1%*
Total Net Position	**$1,361.8**	**$1,304.5**	***$57.3***	***4.4%***	**$1,251.8**	***$110.0***	***8.8%***

STATEMENT OF REVENUE AND EXPENSE DETAIL-YTD

	6/30 Year-to-Date			Variance			
	2026		2025	vs Budget		vs Prior Year	
	Actual	Budget	Actual	$ Change	% Variance	$ Change	% Variance
Summary: Statement of Revenues & Expenses ($ in millions)							
Wharfage	$64.9	$68.2	$57.4	($3.3)	(4.8%)	$7.5	13.1%
Dockage	18.3	16.6	15.3	1.7	10.0%	3.0	19.4%
Security	11.2	11.1	9.9	0.2	1.4%	1.4	13.8%
Freight Handling	2.4	2.5	2.8	(0.1)	(3.3%)	(0.4)	(14.0%)
Material Handling	5.7	3.4	6.1	2.3	66.3%	(0.4)	(6.8%)
Rail Charges	5.8	2.3	4.5	3.5	155.8%	1.3	28.1%
Dredging	0.0	0.5	5.3	(0.5)	(91.7%)	(5.3)	nm
Building and Land Rental	16.4	11.1	13.1	5.3	48.2%	3.3	25.1%
Other Operating Services	1.3	1.2	1.5	0.1	9.1%	(0.2)	(12.1%)
Total Operating Revenues	**$126.2**	**$116.9**	**$116.0**	**$9.3**	**7.9%**	**$10.2**	**8.8%**
Employee Services	21.2	17.8	19.2	3.4	19.1%	2.0	10.3%
Maintenance	10.8	11.0	5.4	(0.2)	(1.7%)	5.5	101.6%
Utilities / Telecommunication	1.0	1.3	0.9	(0.3)	(22.0%)	0.1	10.2%
Insurance	2.1	2.8	2.6	(0.7)	(23.7%)	(0.5)	(17.9%)
Professional / Contracted Services	10.3	11.8	9.1	(1.5)	(13.1%)	1.2	12.8%
Operator / Event Expenses	0.6	0.6	0.2	0.0	3.8%	0.4	166.8%
Promotion & Development	3.4	3.1	3.7	0.3	10.1%	(0.3)	(6.9%)
Admin / Bus Rel / IT / Other	4.3	4.7	3.9	(0.4)	(9.0%)	0.4	11.1%
Depreciation	17.5	17.5	15.8	0.1	0.3%	1.8	11.2%
Total Operating Expenses	**$71.3**	**$70.6**	**$60.7**	**$0.7**	**1.0%**	**$10.6**	**17.4%**
Net Operating Income (Loss)	**$54.9**	**$46.3**	**$55.3**	**$8.6**	**18.5%**	**($0.4)**	**(0.6%)**
Noncapital Subsidies	**$0.0**	**$0.5**	**($0.0)**	**($0.5)**	**(95.1%)**		
Interest Income (Loss)	4.5	6.0	8.3	(1.5)	(25.4%)	(3.8)	(46.1%)
Capital Grants	4.5	5.0	0.0	(0.5)	(9.2%)	4.5	nm
Other Revenue	0.1	–	–	0.1	nm	0.1	nm
Interest / Bond Expense	(5.6)	(6.1)	(5.8)	0.5	(7.8%)	0.2	(4.0%)
Gain (Loss) on Disposals	(1.1)	–	(0.0)	(1.1)	nm	(1.1)	13,303.5%
Other Expense	–	–	(7.5)	–	nm	7.5	(100.0%)
Other Revenue / (Expenses)	**$2.4**	**$4.9**	**($5.0)**	**($2.5)**	**(51.5%)**	**$7.4**	**(147.9%)**
Net Income (Loss)	**$57.3**	**$51.8**	**$50.3**	**$5.6**	**10.7%**	**$7.1**	**14.0%**

TONNAGE, SHIP & BARGE, AND RAILCAR DETAIL

Millions of Tons	2Q 2026 Actual	2Q 2025 Actual	*Variance vs. Prior Quarter* Tons	*Variance vs. Prior Quarter* %	YTD 2026 Actual	YTD 2025 Actual	*Variance vs. Prior YTD Period* Tons	*Variance vs. Prior YTD Period* %
Tonnage								
Refined Products	8.9	8.2	*0.8*	*9.4%*	17.1	15.7	*1.4*	*8.9%*
Crude Oil	34.1	31.8	*2.3*	*7.3%*	66.0	65.2	*0.8*	*1.3%*
NGL	0.5	0.4	*0.2*	*39.5%*	0.9	0.8	*0.1*	*18.4%*
Agricultural	0.6	0.2	*0.5*	*257.9%*	2.1	0.2	*1.9*	*1,022.1%*
Dry Bulk (non-ag)	1.7	2.5	*(0.8)*	*(31.5%)*	4.2	4.6	*(0.3)*	*(7.3%)*
LNG	5.8	4.2	*1.7*	*39.8%*	11.5	8.5	*3.1*	*36.3%*
Break Bulk	0.1	0.1	*0.0*	*0.1%*	0.2	0.2	*(0.0)*	*(3.5%)*
Other Bulk Liquids	3.9	3.8	*0.1*	*2.6%*	8.2	7.3	*0.9*	*11.7%*
Total Tonnage	**55.8**	**51.1**	***4.7***	***9.2%***	**110.3**	**102.4**	***7.9***	***7.7%***
Ship and Barge Movements								
Ships	664	596	*68*	*11.4%*	1,319	1,178	*141*	*12.0%*
Barges	1,123	1,269	*(146)*	*(11.5%)*	2,273	2,506	*(233)*	*(9.3%)*
Total Ships and Barges	**1,787**	**1,865**	***(78)***	***(4.2%)***	**3,592**	**3,684**	***(92)***	***(2.5%)***
Railcars								
Inbound	9,337	5,045	*4,292*	*85.1%*	25,545	10,725	*14,820*	*138.2%*
Outbound	2,933	5,311	*(2,378)*	*(44.8%)*	5,373	9,833	*(4,460)*	*(45.4%)*
Total Railcars	**12,270**	**10,356**	***1,914***	***18.5%***	**30,918**	**20,558**	***10,360***	***50.4%***


Thank you
PORT CORPUS CHRISTI®

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Cindy Bertolami
Chief Financial Officer
cbertolami@pocca.com
(361) 885-6137

ANTICIPATED STAFF PRESENTER: Cindy Bertolami

Approve Second Quarter 2026 Investment Report

SUMMARY: Staff request the Port Commission approve the Investment Report ("Report") for the Second Quarter of 2026. The Report has been prepared by Meeder Public Funds ("Meeder"). The Report has been prepared in accordance with the PCCA's Investment Policy ("Policy") and Investment Strategy and meets the requirements of the Texas Public Funds Investment Act (the "Act"), which is codified in Chapter 2256 of the Texas Government Code. As required, the Report describes PCCA's investment positions in summary and in detail and is hereby being presented to the Port Commission in a timely manner. PCCA had approximately $337 million invested within the guidelines of our Policy on June 30, 2026, an increase from the prior quarter of approximately $11MM. PCCA achieved a Net Quarterly Yield for the Second Quarter of 2026 of 3.9% and earned approximately $3.2 million from our investments in the quarter. The Report is attached for further review and approval, with significantly more detail on our investments, yields, and weighted average maturity, among other metrics.

BACKGROUND: PCCA's Policy sets a goal of the safety of all funds of PCCA, the availability of those funds for the payment of all necessary obligations of PCCA, and the investment of all funds not immediately required into securities earning a reasonable market yield. PCCA prepares and presents the Policy for approval annually to the Port Commission, and the version of the Policy in effect during the Second Quarter of 2026 was approved in December 2025 and became effective on January 1, 2026. The Policy complies in all aspects with the Act, which was originally approved in 1987 and is reviewed and approved by the Port Commission on an annual basis.

PCCA has two designated Investment Officers: Cindy Bertolami, PCCA's Chief Financial Officer, and Marie-Eve Reyes, PCCA's Director of Finance. That designation is similarly

approved by the Port Commission on an as needed basis. The Investment Officers review the Report prepared by Meeder on a quarterly basis to be presented to the CEO, then the Audit Committee, and then the full Port Commission for approval. The Investment Officers always manage the overall portfolio under the "Prudent Person Standard" as defined in the Act.

ALTERNATIVES: PCCA Investment Policy requires that the Investment Report be presented to the Port Commission and approved in a timely manner.

CONFORMITY TO PORT PROCUREMENT POLICY: The Procurement Policy does not apply to this item.

STRATEGIC ALIGNMENT: Active management of our investments and preparation of the report conforms to the current PCCA Strategic Plan Goal #5- Fund our Vision.

FINANCIAL IMPACT: Financial Results noted in the attached Report.

STAFF RECOMMENDATION: Staff recommend the Port Commission approve the Second Quarter 2026 Investment Report.

DEPARTMENTAL CLEARANCES:

Originating Department	Finance
Reviewed & Approved	Cindy Bertolami
Legal	Dane Bruun
Executive Staff	Cindy Bertolami

LIST OF SUPPORTING DOCUMENTS:

Q2 2026 PCCA Investment Report

PORT OF CORPUS CHRISTI

Quarterly Investment Report

AS OF JUNE 30, 2026

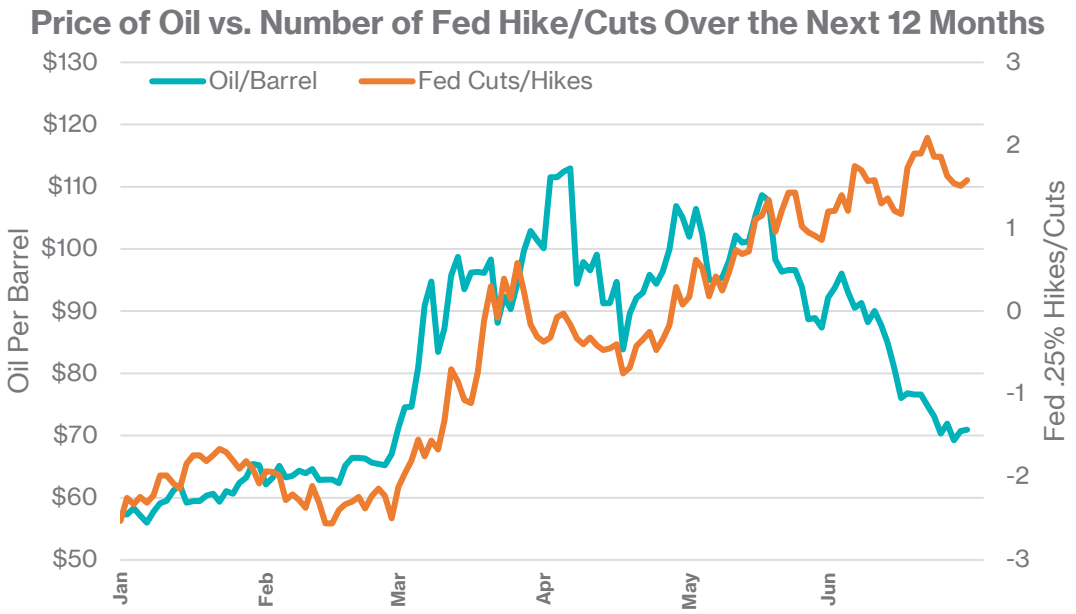


MEEDER
PUBLIC FUNDS

OBSERVATIONS AND EXPECTATIONS

- The Fed delivers a hawkish tone at the June FOMC meeting
- Headline CPI is at the highest level since 2023 primarily due to energy price increases
- U.S. economic growth looks strong for the second quarter of 2026
- Shorter-term interest rates increased in June with a Fed hike projected later this year

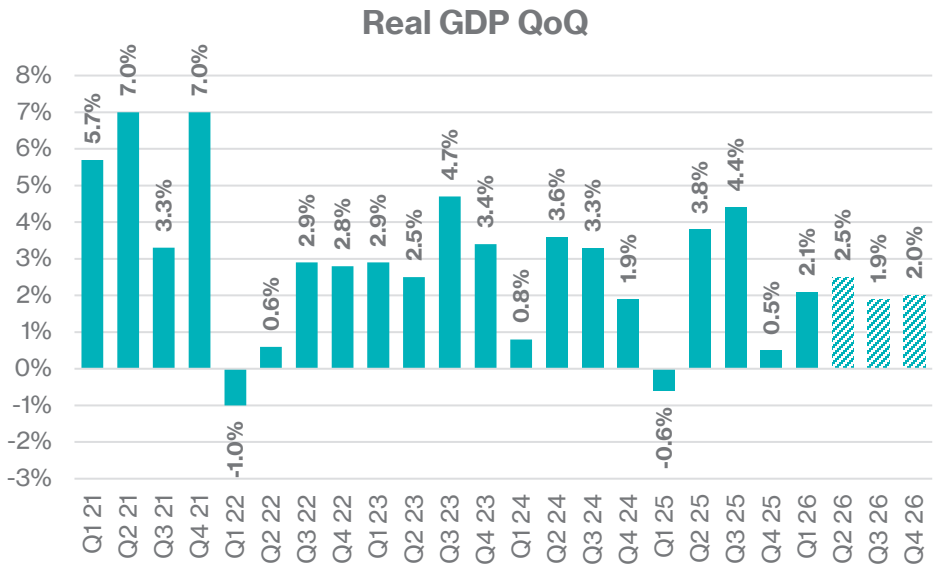
- At the end of February (prior to the Iran conflict), the futures market was pricing in approximately 2.5 quarter point cuts by December 2026.
- At the end of June, futures market data were projecting the Fed to hike later this year.

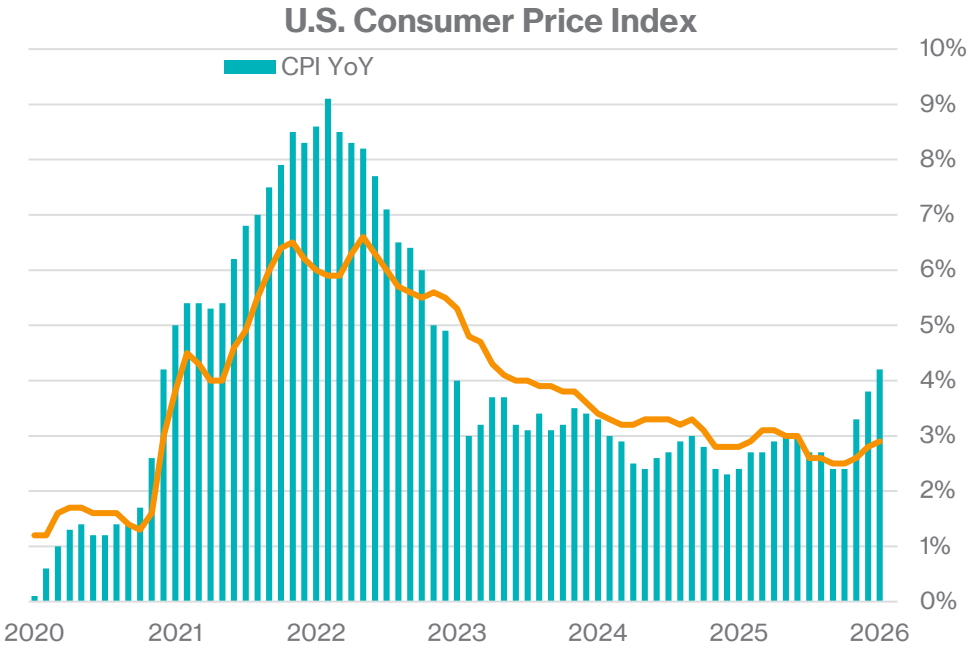


SOURCE: BLOOMBERG

- Q1 2026's GDP was recently revised up from 1.6% to 2.1%.
- This growth surge was primarily driven by lower imports and stronger business investment, even though underlying consumer spending was weak.
- Q2 2026 GDP is projected by Bloomberg surveyed economists to be 2.5%.

SOURCE: BLOOMBERG,



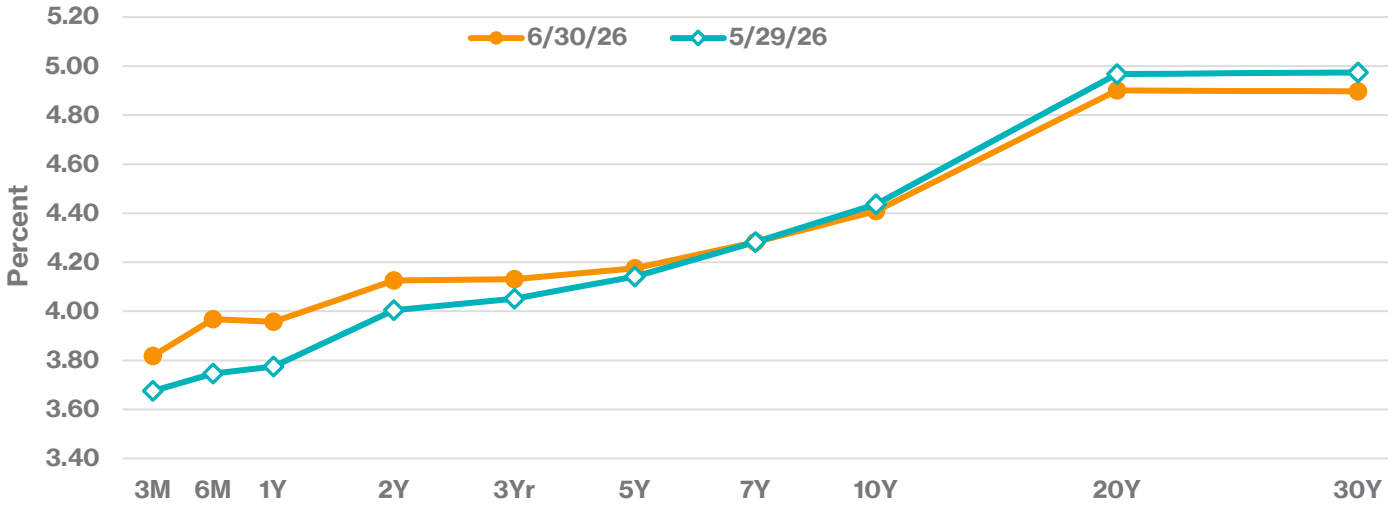


- U.S. inflation data released in May, accelerated to the fastest pace since 2023.
- A surge in energy prices accounted for most of the recent advance.
- However, the recent decline in oil prices should push inflation's rate of change lower for June.

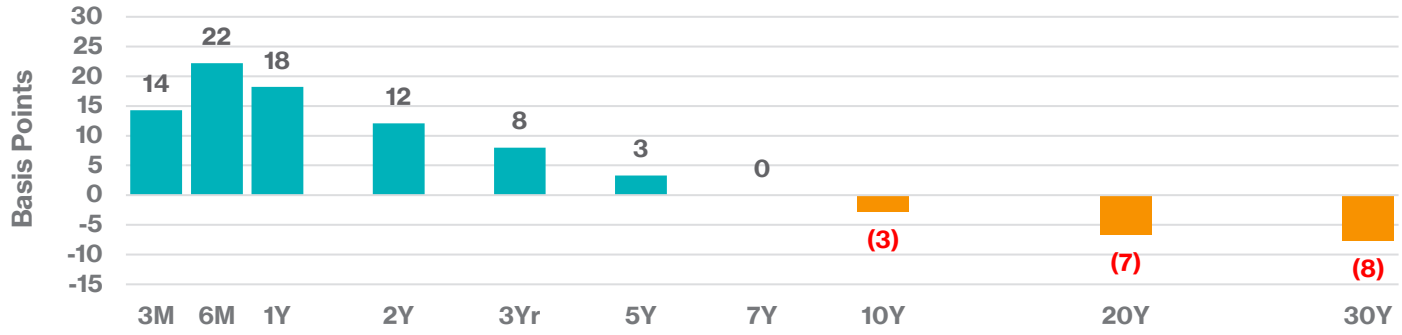
SOURCE: BLOOMBERG

MEEDER PUBLIC FUNDS

U.S. Treasury Yield Curve Change



Basis Point Change



SOURCES: BLOOMBERG

MEEDER PUBLIC FUNDS

Compliance Certification

The undersigned acknowledge they have reviewed this quarterly investment report for the period ending June 30, 2026. Officials designated as investment officers by this entity's Investment Policy attest that all investments comply with the Texas Public Funds Investment Act and this entity's Investment Policy.

Cindy Bertolami 07.10.26

Cindy Bertolami, Chief Financial Officer

Marie-Eve Reyes 07.10.26

Marie-Eve Reyes, Director of Finance

MEEDER PUBLIC FUNDS

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MEEDER
PUBLIC FUNDS

Portfolio Statistics

3.93
Weighted Average Yield to Maturity

1.82
Weighted Average Maturity (Years)

1.69
Portfolio Effective Duration (Years)

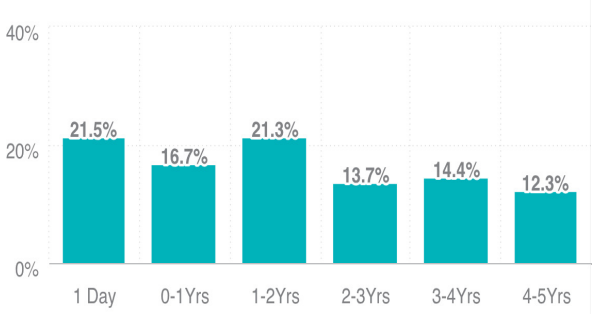
1.82
Weighted Average Life (Years)

AA+
Average Credit Rating

Portfolio Position

Par Value	$339,235,146
Principal Cost	$334,940,984
Book Value	$336,683,650
Market Value	$335,340,691
Unrealized Gain/Loss	($1,342,959)
Accrued Interest	$1,987,428

Maturity Distribution



Sector Allocation



U.S. Treasuries	55.70%
LGIP	21.24%
U.S. Agencies	11.61%
Commercial Paper	4.70%
Municipal Bonds	4.48%
Repo	1.97%
Bank Deposits	0.30%

MEEDER PUBLIC FUNDS

Quarterly Portfolio Summary

This quarterly report is prepared in compliance with the Investment Policy and the Strategy of this entity and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of March 31, 2026

BEGINNING BOOK VALUE	$326,405,113.08
BEGINNING MARKET VALUE	$326,723,586.37
UNREALIZED GAIN/(LOSS)	$318,473.30
WEIGHTED AVERAGE MATURITY (YEARS)	1.65
WEIGHTED AVERAGE YIELD	3.93

Portfolio as of June 30, 2026

ENDING BOOK VALUE	$336,683,650.29
ENDING MARKET VALUE	$335,340,691.06
INVESTMENT INCOME FOR THE PERIOD	$3,235,780.20
UNREALIZED GAIN/(LOSS)	($1,342,959.23)
CHANGE IN UNREALIZED GAIN/(LOSS)	($1,661,432.52)
WEIGHTED AVERAGE MATURITY (YEARS)	1.82
WEIGHTED AVERAGE YIELD	3.93

MEEDER PUBLIC FUNDS

Quarterly Portfolio Summary By Fund

PORTFOLIO MARKET VALUE BY FUND	03/31/2026	06/30/2026	CHANGE	INTEREST EARNED
OPERATING FUND	325,642,564.24	334,440,532.56	8,797,968.32	3,235,780.20
VENDOR FUND	1,081,022.13	900,158.50	-180,863.63	0.00
TOTAL	**326,723,586.37**	**335,340,691.06**	**8,617,104.69**	**3,235,780.20**

MEEDER PUBLIC FUNDS

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	1,002,821.67	1,002,821.67	1,002,821.67	0.30%	1	0.00
LGIP	71,232,323.86	71,232,323.86	71,232,323.86	21.24%	1	3.81
Repo	6,595,000.00	6,595,000.00	6,595,000.00	1.97%	0	2.05
Commercial Paper	16,000,000.00	15,744,662.50	15,744,662.50	4.70%	154	3.89
U.S. Treasuries	189,610,000.00	186,793,076.80	187,983,495.63	55.70%	951	3.97
U.S. Agencies	39,000,000.00	38,937,440.00	38,920,130.63	11.61%	784	4.39
Municipal Bonds	15,795,000.00	15,035,366.23	15,205,215.99	4.48%	847	3.92
TOTAL	**339,235,145.53**	**335,340,691.06**	**336,683,650.29**	**100.00%**	**666**	**3.93**

CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		91,786.41	91,786.41			
TOTAL CASH AND INVESTMENTS	**339,235,145.53**	**335,432,477.47**	**336,775,436.70**		**666**	**3.93**

TOTAL EARNINGS

CURRENT QUARTER	FISCAL YEAR TO DATE
3,235,780.20	6,278,842.43

MEEDER PUBLIC FUNDS

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
OPERATING FUND						
Bank Deposits	1	102,663.17	102,663.17	0.03	0.00	1
LGIP	1	71,232,323.86	71,232,323.86	21.12	3.81	1
Repo	1	6,595,000.00	6,595,000.00	1.96	2.05	0
Commercial Paper	3	16,000,000.00	15,744,662.50	4.67	3.89	154
U.S. Treasuries	39	189,610,000.00	187,983,495.63	55.82	3.97	951
U.S. Agencies	7	39,000,000.00	38,920,130.63	11.66	4.39	783
Municipal Bonds	4	15,795,000.00	15,205,215.99	4.48	3.92	846
TOTAL	**56**	**338,334,987.03**	**335,783,491.79**	**99.73**	**3.94**	**668**
VENDOR FUND						
Bank Deposits	1	900,158.50	900,158.50	0.27	0.00	1
TOTAL	**1**	**900,158.50**	**900,158.50**	**0.27**	**0.00**	**1**
GRAND TOTAL	**57**	**339,235,145.53**	**336,683,650.29**	**100.00**	**3.93**	**666**

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
OPERATING FUND												
BANK DEPOSITS												
664053257	Frost Bank Public Fund Checking Account	06/30/2026 06/30/2026	102,663.17	102,663.17 0.00	102,663.17	0.00		1	1.00 102,663.17	0.00 102,663.17	0.03	NA NA
BANK DEPOSITS TOTAL			**102,663.17**	**102,663.17** **0.00**	**102,663.17**	**0.00**		**1**	**1.00** **102,663.17**	**0.00** **102,663.17**	**0.03**	**NA**
LGIP												
TEXPRIME	TexPool Prime	06/30/2026 06/30/2026	71,232,323.86	71,232,323.86 0.00	71,232,323.86	3.81		1	1.00 71,232,323.86	0.00 71,232,323.86	21.24	AAA
LGIP TOTAL			**71,232,323.86**	**71,232,323.86** **0.00**	**71,232,323.86**	**3.81**		**1**	**1.00** **71,232,323.86**	**0.00** **71,232,323.86**	**21.24**	**AAA**
REPO												
00437CASH	Frost Bank Repo Sweep		6,595,000.00	6,595,000.00 0.00	6,595,000.00	2.05	06/30/2026	0	1.00 6,595,000.00	0.00 6,595,000.00	1.97	NA NA
REPO TOTAL			**6,595,000.00**	**6,595,000.00** **0.00**	**6,595,000.00**	**2.05**		**0**	**1.00** **6,595,000.00**	**0.00** **6,595,000.00**	**1.97**	**NA**
COMMERCIAL PAPER												
22533UGX5	CREDIT AGRI NY 07/31/26	11/05/2025 11/05/2025	7,500,000.00	7,284,483.33 0.00	7,284,483.33	3.97	07/31/2026	31	99.68 7,475,875.00	0.00 7,475,875.00	2.23	P-1 A-1
78013WPR5	RBC 02/25/27	02/27/2026 02/27/2026	5,000,000.00	4,820,516.67 0.00	4,820,516.67	3.69	02/25/2027	240	97.64 4,881,827.78	0.00 4,881,827.78	1.46	P-1 A-1+
55607LRV8	MACQUARIE BNK 04/29/27	05/04/2026 05/04/2026	3,500,000.00	3,365,250.00 0.00	3,365,250.00	4.00	04/29/2027	303	96.77 3,386,959.72	0.00 3,386,959.72	1.01	P-1 A-1
COMMERCIAL PAPER TOTAL			**16,000,000.00**	**15,470,250.00** **0.00**	**15,470,250.00**	**3.89**		**154**	**98.42** **15,744,662.50**	**0.00** **15,744,662.50**	**4.70**	**AA-**
U.S. TREASURIES												
91282CJC6	US TREASURY 4.625 10/15/26	04/29/2024 04/29/2024	5,000,000.00	4,971,645.54 0.00	4,971,645.54	4.87	10/15/2026	107	100.23 5,011,523.45	14,866.69 4,996,656.76	1.49	Aa1 AA+
91282CJK8	US TREASURY 4.625 11/15/26	12/06/2024 12/06/2024	5,000,000.00	5,041,796.88 0.00	5,041,796.88	4.17	11/15/2026	138	100.25 5,012,500.00	4,423.59 5,008,076.41	1.49	Aa1 AA+
91282CNE7	US TREASURY 3.875 05/31/27	10/23/2025 10/23/2025	3,670,000.00	3,692,364.06 0.00	3,692,364.06	3.48	05/31/2027	335	99.79 3,662,401.96	(20,366.58) 3,682,768.54	1.09	Aa1 AA+
91282CNL1	US TREASURY 3.750 06/30/27	08/14/2025 08/14/2025	6,000,000.00	6,001,406.25 0.00	6,001,406.25	3.74	06/30/2027	365	99.64 5,978,671.86	(22,075.40) 6,000,747.26	1.78	Aa1 AA+
91282CLL3	US TREASURY 3.375 09/15/27	02/13/2025 02/13/2025	7,500,000.00	7,317,187.50 0.00	7,317,187.50	4.38	09/15/2027	442	99.09 7,431,738.30	17,141.17 7,414,597.13	2.22	Aa1 AA+
91282CLQ2	US TREASURY 3.875 10/15/27	10/23/2025 10/23/2025	3,715,000.00	3,745,474.61 0.00	3,745,474.61	3.44	10/15/2027	472	99.64 3,701,504.11	(33,376.14) 3,734,880.25	1.10	Aa1 AA+
91282CPE5	US TREASURY 3.500 10/31/27	06/11/2026 06/11/2026	4,000,000.00	3,967,656.25 15,978.26	3,983,634.51	4.10	10/31/2027	488	99.14 3,965,625.00	(3,307.14) 3,968,932.14	1.18	Aa1 AA+

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
91282CLX7	US TREASURY 4.125 11/15/27	06/09/2026 06/09/2026	10,000,000.00	10,000,390.63 28,023.10	10,028,413.73	4.12	11/15/2027	503	99.94 9,993,750.00	(6,624.23) 10,000,374.23	2.98	Aa1 AA+
91282CPS4	US TREASURY 3.375 12/31/27	06/11/2026 06/11/2026	4,000,000.00	3,955,468.75 0.00	3,955,468.75	4.12	12/31/2027	549	98.85 3,954,062.52	(2,974.23) 3,957,036.75	1.18	Aa1 AA+
91282CGH8	US TREASURY 3.500 01/31/28	11/06/2024 11/06/2024	7,500,000.00	7,353,515.63 0.00	7,353,515.63	4.15	01/31/2028	580	98.97 7,422,656.25	(5,527.96) 7,428,184.21	2.21	Aa1 AA+
91282CGP0	US TREASURY 4.000 02/29/28	01/29/2025 01/29/2025	7,500,000.00	7,443,750.00 0.00	7,443,750.00	4.26	02/29/2028	609	99.73 7,480,078.13	10,451.13 7,469,627.00	2.23	Aa1 AA+
91282CGT2	US TREASURY 3.625 03/31/28	09/30/2024 09/30/2024	5,000,000.00	5,015,039.06 0.00	5,015,039.06	3.53	03/31/2028	640	99.08 4,954,101.55	(53,417.98) 5,007,519.53	1.48	Aa1 AA+
91282CHA2	US TREASURY 3.500 04/30/28	04/16/2025 04/16/2025	5,000,000.00	4,950,781.25 0.00	4,950,781.25	3.85	04/30/2028	670	98.82 4,941,210.95	(29,124.78) 4,970,335.73	1.47	Aa1 AA+
91282CHA2	US TREASURY 3.500 04/30/28	02/13/2025 02/13/2025	7,500,000.00	7,297,851.56 0.00	7,297,851.56	4.41	04/30/2028	670	98.82 7,411,816.43	27,206.62 7,384,609.81	2.21	Aa1 AA+
91282CNM9	US TREASURY 3.875 07/15/28	08/22/2025 08/22/2025	5,000,000.00	5,017,382.81 0.00	5,017,382.81	3.75	07/15/2028	746	99.43 4,971,484.40	(40,755.86) 5,012,240.26	1.48	Aa1 AA+
91282CCY5	US TREASURY 1.250 09/30/28	09/17/2024 09/17/2024	5,400,000.00	4,959,140.63 0.00	4,959,140.63	3.43	09/30/2028	823	93.79 5,064,609.40	(89,538.22) 5,154,147.62	1.51	Aa1 AA+
91282CDF5	US TREASURY 1.375 10/31/28	10/29/2024 10/29/2024	7,100,000.00	6,392,496.09 0.00	6,392,496.09	4.10	10/31/2028	854	93.84 6,662,906.25	(24,584.64) 6,687,490.89	1.99	Aa1 AA+
91282CJR3	US TREASURY 3.750 12/31/28	08/14/2025 08/14/2025	3,250,000.00	3,251,269.53 0.00	3,251,269.53	3.74	12/31/2028	915	99.01 3,217,753.92	(33,185.63) 3,250,939.56	0.96	Aa1 AA+
91282CJW2	US TREASURY 4.000 01/31/29	11/06/2024 11/06/2024	7,500,000.00	7,450,488.28 0.00	7,450,488.28	4.17	01/31/2029	946	99.58 7,468,359.38	(1,395.90) 7,469,755.28	2.23	Aa1 AA+
91282CEE7	US TREASURY 2.375 03/31/29	09/30/2024 09/30/2024	5,000,000.00	4,754,687.50 0.00	4,754,687.50	3.56	03/31/2029	1,005	95.40 4,769,921.90	(80,173.20) 4,850,095.10	1.42	Aa1 AA+
91282CLC3	US TREASURY 4.000 07/31/29	06/11/2025 06/11/2025	5,000,000.00	4,992,187.50 0.00	4,992,187.50	4.04	07/31/2029	1,127	99.54 4,976,953.15	(17,224.96) 4,994,178.11	1.48	Aa1 AA+
91282CFJ5	US TREASURY 3.125 08/31/29	09/11/2024 09/11/2024	5,000,000.00	4,924,609.38 0.00	4,924,609.38	3.46	08/31/2029	1,158	96.92 4,846,093.75	(105,847.33) 4,951,941.08	1.45	Aa1 AA+
91282CFY2	US TREASURY 3.875 11/30/29	12/13/2024 12/13/2024	5,000,000.00	4,933,984.38 0.00	4,933,984.38	4.17	11/30/2029	1,249	99.04 4,951,953.15	(2,604.21) 4,954,557.36	1.48	Aa1 AA+
91282CGJ4	US TREASURY 3.500 01/31/30	08/14/2025 08/14/2025	3,250,000.00	3,210,517.58 0.00	3,210,517.58	3.80	01/31/2030	1,311	97.75 3,176,875.00	(41,413.19) 3,218,288.19	0.95	Aa1 AA+
91282CGQ8	US TREASURY 4.000 02/28/30	08/22/2025 08/22/2025	4,900,000.00	4,934,835.94 0.00	4,934,835.94	3.83	02/28/2030	1,339	99.40 4,870,523.46	(57,708.21) 4,928,231.67	1.45	Aa1 AA+
91282CGZ8	US TREASURY 3.500 04/30/30	05/13/2025 05/13/2025	5,000,000.00	4,865,820.31 0.00	4,865,820.31	4.10	04/30/2030	1,400	97.58 4,878,906.25	(17,554.10) 4,896,460.35	1.45	Aa1 AA+
91282CHJ3	US TREASURY 3.750 06/30/30	08/22/2025 08/22/2025	4,930,000.00	4,904,772.27 0.00	4,904,772.27	3.87	06/30/2030	1,461	98.38 4,850,272.68	(58,953.22) 4,909,225.90	1.45	Aa1 AA+
91282CNN7	US TREASURY 3.875 07/31/30	02/10/2026 02/10/2026	2,500,000.00	2,516,113.28 2,676.10	2,518,789.38	3.72	07/31/2030	1,492	98.82 2,470,507.83	(44,213.32) 2,514,721.14	0.74	Aa1 AA+
91282CNX5	US TREASURY 3.625 08/31/30	12/09/2025 12/09/2025	2,500,000.00	2,484,863.28 0.00	2,484,863.28	3.77	08/31/2030	1,523	97.83 2,445,703.13	(40,949.20) 2,486,652.32	0.73	Aa1 AA+
91282CPA3	US TREASURY 3.625 09/30/30	05/11/2026 05/11/2026	6,000,000.00	5,911,875.00 24,364.75	5,936,239.75	3.99	09/30/2030	1,553	97.79 5,867,343.78	(47,334.95) 5,914,678.73	1.75	Aa1 AA+

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
91282CPD7	US TREASURY 3.625 10/31/30	12/09/2025 12/09/2025	2,500,000.00	2,483,300.78 0.00	2,483,300.78	3.78	10/31/2030	1,584	97.73 2,443,359.38	(41,847.75) 2,485,207.13	0.73	Aa1 AA+
91282CPN5	US TREASURY 3.500 11/30/30	06/01/2026 06/01/2026	3,000,000.00	2,924,062.50 286.89	2,924,349.39	4.12	11/30/2030	1,614	97.20 2,915,859.39	(9,589.67) 2,925,449.06	0.87	Aa1 AA+
91282CPN5	US TREASURY 3.500 11/30/30	12/11/2025 12/11/2025	2,500,000.00	2,469,238.28 0.00	2,469,238.28	3.77	11/30/2030	1,614	97.20 2,429,882.83	(42,779.07) 2,472,661.90	0.72	Aa1 AA+
91282CJQ5	US TREASURY 3.750 12/31/30	02/10/2026 02/10/2026	2,500,000.00	2,499,121.09 0.00	2,499,121.09	3.76	12/31/2030	1,645	98.13 2,453,320.33	(45,870.19) 2,499,190.52	0.73	Aa1 AA+
91282CPW5	US TREASURY 3.750 01/31/31	02/10/2026 02/10/2026	2,500,000.00	2,499,316.41 2,589.78	2,501,906.19	3.76	01/31/2031	1,676	98.12 2,452,929.70	(46,439.79) 2,499,369.49	0.73	Aa1 AA+
91282CQD6	US TREASURY 3.500 02/28/31	03/06/2026 03/06/2026	3,955,000.00	3,925,183.01 2,256.93	3,927,439.94	3.67	02/28/2031	1,704	97.06 3,838,821.88	(88,277.94) 3,927,099.82	1.14	Aa1 AA+
91282CKF7	US TREASURY 4.125 03/31/31	04/24/2026 04/24/2026	4,940,000.00	4,983,225.00 13,362.30	4,996,587.30	3.93	03/31/2031	1,735	99.63 4,921,860.96	(59,732.91) 4,981,593.87	1.47	Aa1 AA+
91282CQK0	US TREASURY 3.875 04/30/31	05/04/2026 05/04/2026	4,000,000.00	3,975,937.50 1,684.78	3,977,622.28	4.01	04/30/2031	1,765	98.57 3,942,812.52	(33,890.97) 3,976,703.49	1.18	Aa1 AA+
91282CQU8	US TREASURY 4.125 05/31/31	06/01/2026 06/01/2026	5,000,000.00	4,998,242.19 563.52	4,998,805.71	4.13	05/31/2031	1,796	99.65 4,982,421.90	(15,849.19) 4,998,271.09	1.49	Aa1 AA+
U.S. TREASURIES TOTAL			**189,610,000.00**	**187,016,998.49 91,786.41**	**187,108,784.90**	**3.97**		**951**	**98.54 186,793,076.80**	**(1,190,418.83) 187,983,495.63**	**55.70**	**AA+**
U.S. AGENCIES												
3133ERCU3	FED FARM CR BNKS 4.750 01/29/27	04/29/2024 04/29/2024	5,000,000.00	4,990,150.00 0.00	4,990,150.00	4.83	01/29/2027	213	100.38 5,019,100.00	21,177.81 4,997,922.19	1.50	Aa1 AA+
3130AVBC5	FHLBANKS 4.500 03/12/27	04/29/2024 04/29/2024	5,000,000.00	4,954,410.00 0.00	4,954,410.00	4.84	03/12/2027	255	100.29 5,014,500.00	25,560.04 4,988,939.96	1.50	Aa1 AA+
3133EP6K6	FED FARM CR BNKS 4.500 03/26/27	03/28/2024 03/28/2024	4,000,000.00	4,007,089.92 0.00	4,007,089.92	4.44	03/26/2027	269	100.28 4,011,200.00	9,461.58 4,001,738.43	1.20	Aa1 AA+
3130ATUS4	FHLBANKS 4.250 12/10/27	12/06/2024 12/06/2024	5,000,000.00	5,017,505.00 0.00	5,017,505.00	4.13	12/10/2027	528	100.02 5,001,100.00	(7,294.12) 5,008,394.12	1.49	Aa1 AA+
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	05/06/2024 05/06/2024	4,000,000.00	4,019,156.00 0.00	4,019,156.00	4.64	04/30/2029	1,035	101.35 4,054,000.00	43,116.86 4,010,883.14	1.21	Aa1 AA+
3133ERYH8	FED FARM CR BNKS 3.875 10/23/29	10/29/2024 10/29/2024	8,500,000.00	8,415,935.00 0.00	8,415,935.00	4.10	10/23/2029	1,211	98.84 8,401,740.00	(42,370.63) 8,444,110.63	2.51	Aa1 AA+
3133ER7L9	FED FARM CR BNKS 4.000 03/18/30	03/18/2025 03/18/2025	7,500,000.00	7,457,100.00 0.00	7,457,100.00	4.13	03/18/2030	1,357	99.14 7,435,800.00	(32,342.17) 7,468,142.17	2.22	Aa1 AA+
U.S. AGENCIES TOTAL			**39,000,000.00**	**38,861,345.92 0.00**	**38,861,345.92**	**4.39**		**784**	**99.85 38,937,440.00**	**17,309.37 38,920,130.63**	**11.61**	**AA+**
MUNICIPAL BONDS												
454624U62	INDIANA BD BK REV 5.490 07/15/26	08/17/2023 08/17/2023	45,000.00	45,221.40 0.00	45,221.40	5.30	07/15/2026	15	100.06 45,026.73	23.81 45,002.92	0.01	NA AA+
88213AKF1	BOARD OF REGENTS TEXAS A & 2.986 05/15/28 '27	08/14/2024 08/14/2024	5,250,000.00	5,083,732.50 0.00	5,083,732.50	3.90	05/15/2028	685	97.47 5,117,353.50	(49,634.11) 5,166,987.61	1.53	Aaa AAA

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
250433UC1	DESERT SANDS CALIF UNI SCH 2.202 08/01/28	08/14/2024 08/14/2024	5,000,000.00	4,694,400.00 0.00	4,694,400.00	3.88	08/01/2028	763	95.83 4,791,305.00	(47,875.11) 4,839,180.11	1.43	Aa2 AA
625517NJ2	MULTNOMAH CNTY ORE SCH DIST 1.650 06/30/29	08/19/2024 08/19/2024	5,500,000.00	4,938,890.00 0.00	4,938,890.00	3.98	06/30/2029	1,096	92.39 5,081,681.00	(72,364.35) 5,154,045.35	1.52	Aa2 AA
MUNICIPAL BONDS TOTAL			**15,795,000.00**	**14,762,243.90 0.00**	**14,762,243.90**	**3.92**		**847**	**95.24 15,035,366.23**	**(169,849.76) 15,205,215.99**	**4.48**	**AA+**
OPERATING FUND TOTAL			**338,334,987.03**	**334,040,825.34 91,786.41**	**334,132,611.75**	**3.94**		**668**	**334,440,532.56**	**(1,342,959.23) 335,783,491.79**	**99.73**	**AA+**

VENDOR FUND

BANK DEPOSITS

664053249	Frost Bank Public Fund Checking Account	06/30/2026 06/30/2026	900,158.50	900,158.50 0.00	900,158.50	0.00		1	1.00 900,158.50	0.00 900,158.50	0.27	NA NA
BANK DEPOSITS TOTAL			**900,158.50**	**900,158.50 0.00**	**900,158.50**	**0.00**		**1**	**1.00 900,158.50**	**0.00 900,158.50**	**0.27**	**NA**
VENDOR FUND TOTAL			**900,158.50**	**900,158.50 0.00**	**900,158.50**	**0.00**		**1**	**900,158.50**	**0.00 900,158.50**	**0.27**	**NA**

GRAND TOTAL			**339,235,145.53**	**334,940,983.84 91,786.41**	**335,032,770.25**	**3.93**		**666**	**335,340,691.06**	**(1,342,959.23) 336,683,650.29**	**100.00**	**AA+**

Disclosure

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MEEDER
PUBLIC FUNDS

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Jeffrey Pollack
Chief Strategy and Innovation Officer
jpollack@pocca.com
361.885.6230

ANTICIPATED STAFF PRESENTER: Jeffrey Pollack

Approve a Memorandum of Cooperation with US Department of Transportation (USDOT), Maritime Division (MARAD).

SUMMARY:

Staff is seeking Port Commission approval of a Memorandum of Cooperation (MOC) with MARAD to reflect mutual intent to cooperate to explore the technical, regulatory, and operational requirements for U.S. seaports to deploy floating nuclear power plants and/or accommodate in safe harbor civil vessels powered by nuclear propulsion.

This MOC is a voluntary statement of intent and does not create any legally binding obligations or an obligation of funds.

BACKGROUND:

Commercial deployment of advanced nuclear technology stands to unlock new levels of efficiency and productivity in the U.S. maritime industry. The next generation of nuclear power will provide clean, firm, dispatchable power to support existing and new maritime industry. Nuclear propulsion in the civil maritime fleet will unlock new flexibility and efficiency in the marine transportation system.

MARAD is working on several fronts to explore and cultivate the integration of advanced nuclear technology into the U.S. maritime sector. On May 7, 2026, MARAD published a Request for Information (RFI) in the *Federal Register* to seek information from the public to support the development of U.S.-built scalable, repeatable, commercially viable, system-centric, Small Modular Reactors (SMR) for deployment within the marine transportation system.

Texas, as the epicenter of the nation's energy economy, has emerged as hub for the development and manufacturing of advanced, modular, nuclear technology.

Port of Corpus Christi Authority (PCCA), as the nation's preeminent energy port, has been tracking the rapid evolution of the advanced nuclear sector and has emerged as a thought leader on the subject among U.S. ports.

This MOC between PCCA and MARAD reflects PCCA's commitment to remain a global leader in the maritime energy space, even as the complexion of the energy marketplace evolves and expands.

ALTERNATIVES:

Forfeit this opportunity to codify PCCA's commitment to remain a global leader in the evolving global energy marketplace and to publicly demonstrate support for MARAD's maritime nuclear initiatives.

CONFORMITY TO PORT PROCUREMENT POLICY:

NA. This MOC is a voluntary statement of intent and does not include any direct obligation of funds.

STRATEGIC ALIGNMENT:

This item supports Strategic Goal 3, Provide Facilities + Services to Meet Customer Needs.

FINANCIAL IMPACT:

The Procurement Policy does not apply to this agenda item. This MOC is a voluntary statement of intent and does not include any direct obligation of funds.

STAFF RECOMMENDATION:

Staff recommends Port Commission approval of the Memorandum of Cooperation with the USDOT, MARAD Division.

DEPARTMENTAL CLEARANCES:

Originating Department: CSIO
Legal: Dane Bruun

LIST OF SUPPORTING DOCUMENTS:
Memorandum of Collaboration with USDOT, Maritime Division.

MEMORANDUM OF COOPERATION
Between
The U.S. Department of Transportation, Maritime Administration
and
Port of Corpus Christi Authority

I. PARTICIPANTS

This Memorandum of Cooperation (MOC) is made and entered into by the United States Department of Transportation, Maritime Administration (MARAD), and Port of Corpus Christi Authority (PCCA) (individually Participant or collectively Participants).

II. PURPOSE

The Participants intend to explore the technical, regulatory, and operational requirements for U.S. seaports to deploy floating nuclear power plants and/or accommodate in safe harbor civil vessels powered by nuclear propulsion. Work performed by the Participants, individually or collaboratively, under this MOC is intended to reduce systemic uncertainty and enable market conditions for future commercial deployment of advanced nuclear technology.

This MOC and the activities described herein do not constitute a pre-selection for future procurement contracts, grants, or financial assistance, and shall not confer any preferential treatment or competitive advantage in future solicitations or notice of funding opportunities. To generate momentum for the broader small modular reactors (SMR) initiative, MARAD is exploring similar arrangements with other ports and maritime stakeholders.

This MOC pertains exclusively to nuclear technology and does not extend to other forms of alternative energy.

III. BACKGROUND

Commercial deployment of nuclear technology stands to unlock new levels of efficiency and productivity in the U.S. maritime industry. Advanced nuclear power generation in U.S. ports will provide clean, firm, dispatchable power to support existing and new maritime industry. Nuclear propulsion in the civil maritime fleet will unlock new flexibility and efficiency in the marine transportation system.

On May 7, 2026, MARAD published a Request for Information (RFI) in the *Federal Register* to seek information from the public to support the development of U.S.-built scalable, repeatable, commercially viable, system-centric, SMR for deployment within the marine transportation system.

PCCA is working with CORE Power to evaluate the regulatory, technical, and logistical feasibility of deploying floating nuclear power plants and receiving commercial vessels powered by nuclear propulsion.

IV. LEGAL AUTHORITY

MARAD enters this MOC pursuant to 46 U.S.C. §§ 50103, 50105, 50302, and 49 U.S.C. § 109 which authorize MARAD to investigate new designs, methods of construction, and vessel equipment, including vessel type, size, speed, and method of propulsion.

V. PARTICIPANT RESPONSIBILITIES

a. MARAD intends to:

i. Coordinate with interagency partners, including the Department of Energy (DOE) and the Nuclear Regulatory Commission, to ensure compliance with established regulatory structures that support the purpose of this MOC.
ii. Maintain transparency while collecting information from the public and post all input received to the RFI docket. Information received that is specific to PCCA will be shared with PCCA for their consideration of potential site readiness.
iii. Facilitate the public dissemination of information about state-of-the-art technology and safety standards to reduce uncertainty for private capital and operators involved in this field.

b. PCCA intends to:

i. Evaluate, in collaboration with CORE Power, the regulatory and operational feasibility of accommodating floating nuclear power plants and nuclear-powered commercial vessels.
ii. Work with the American Association of Port Authorities, the Nuclear Energy Maritime Organization, and other partners to advance the state of practice and acceptance for deployment of advanced nuclear technology in the maritime industry.
iii. Contribute to the establishment of a defined port acceptance and inspection regime with workable operational protocols by way of engagement with MARAD and the U.S. Coast Guard.
iv. Engage with local stakeholders to build awareness, understanding, and acceptance of the emerging role of advanced nuclear technology in the maritime industry.

VI. COOPERATION

The Participants intend to, to the extent feasible and permissible under applicable laws and policies and objectives of the Trump Administration, cooperate with one another and other pertinent Federal, State, and local agencies and stakeholders.

VII. GENERAL PROVISIONS

a. Non-Binding Character: This MOC is a voluntary statement of intent and does not create any legally binding obligations or an obligation of funds. All activities requiring the expenditure of appropriated funds are subject to the availability of those funds.

b. **Liability:** As between the Participants, each assumes its own risks. MARAD, the U.S. Department of Transportation, and the United States assume no liability for damages or claims sustained by PCCA or third parties arising from activities related to this MOC.

c. **Sovereign Immunity:** Nothing in this MOC constitutes a waiver of sovereign immunity or other governmental privileges.

d. **Protection of Sensitive Information:** The Participants will protect sensitive information, including trade secrets and sensitive financial information, pursuant to applicable laws.

e. **Period of Performance:** This MOC shall remain in effect for a period of five years from the date of final signature, unless extended by mutual written agreement.

f. **Amendments and Discontinuance:** Any amendments should be in writing and signed by both Participants. Either Participant may discontinue participation at any time with 30 days written notice to the other Participant.

g. **Effective Date:** This MOC is effective as of the last date signed below by and between MARAD and PCCA.

VIII. SECURITY AND EXPORT CONTROL

No sensitive nuclear information or unclassified data and information shall be exchanged under this MOC without an underlying Non-Disclosure Agreement, security screening, and the prior clearance of relevant Federal authorities, including but not limited to DOE, the Department of Commerce, and U.S. Coast Guard. In addition, the Participants shall comply with all U.S. export control laws and regulations, including 10 CFR Part 810 regarding the export of unclassified nuclear technology.

IX. SIGNATURES

MARAD	**Port of Corpus Christi Authority (PCCA)**
By (Sign): _____	By (Sign): _____
Name (Print) _____	Name (Print): Kent A. Britton
Title:_____	Title: Chief Executive Officer
Date:_____	Date:_____

Advanced Nuclear in the Maritime Industry



"This is going to really going to change things."

- Steve Carmel, MARAD Administrator

Jeff Pollack | Chief Strategy + Innovation Officer

Concurrent Opportunities

[10.c] Memorandum of Cooperation w/ USDOT, Maritime Division

[10.d] Memorandum of Collaboration with CORE POWER

Evolution of Nuclear Technology

Generation	Timeline	Key Feature	Safety Approach	Fuel Type	Size Range (MWe)	Examples
Gen I	1950s–1960s	Military design roots	Basic early engineering controls	Natural or low-enriched uranium	50 – 300	Shippingport, Magnox
Gen II	1970s–1990s	Commercial fleet scale	Active systems requiring power	Enriched uranium dioxide (UO_2)	500 – 1,500	Traditional PWRs, BWRs, CANDU
Gen III	1990s–2000s	Advanced light water	Passive features introduced	Enriched UO_2, Mixed Oxide (MOX)	1,000 – 1,600	ABWR, System 80+
Gen III+	2000s–Present	Evolutionary design	Fully passive gravity/convection	Enriched UO_2, MOX, HALEU	1,000 – 1,700 (SMRs: 30 – 300)	AP1000, EPR, VVER-1200
Gen IV	2030s+ (Concept)	Extreme high-temp/closed fuel	Physically incapable of meltdown	Liquid metal, molten salt, or HALEU	10 – 1,500+ (Highly scalable)	Molten Salt, Sodium Fast Reactors



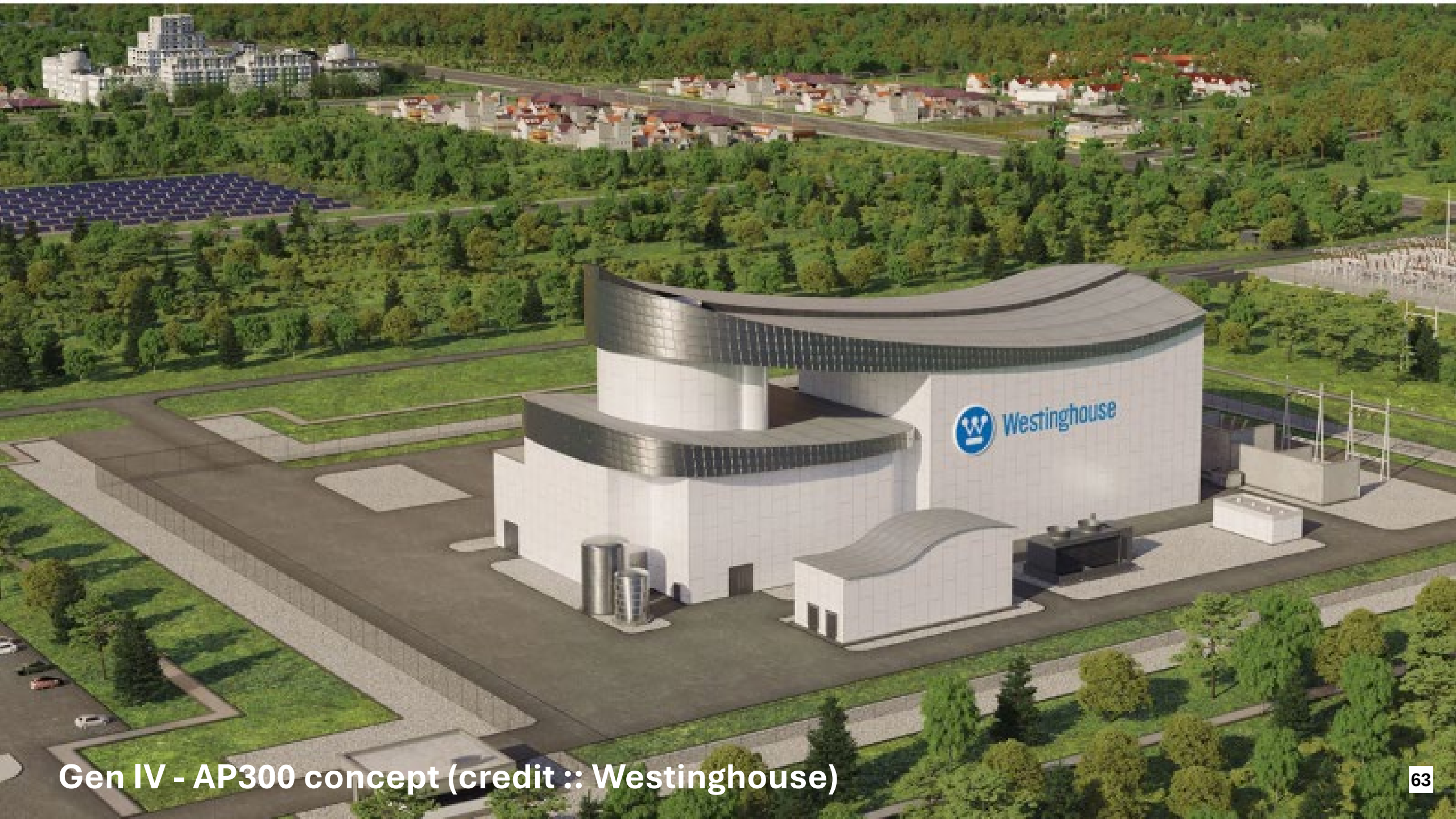
Gen I / II – Oswego, NY (credit :: WSJ)



Gen III – Normandy, France (credit :: POWER)



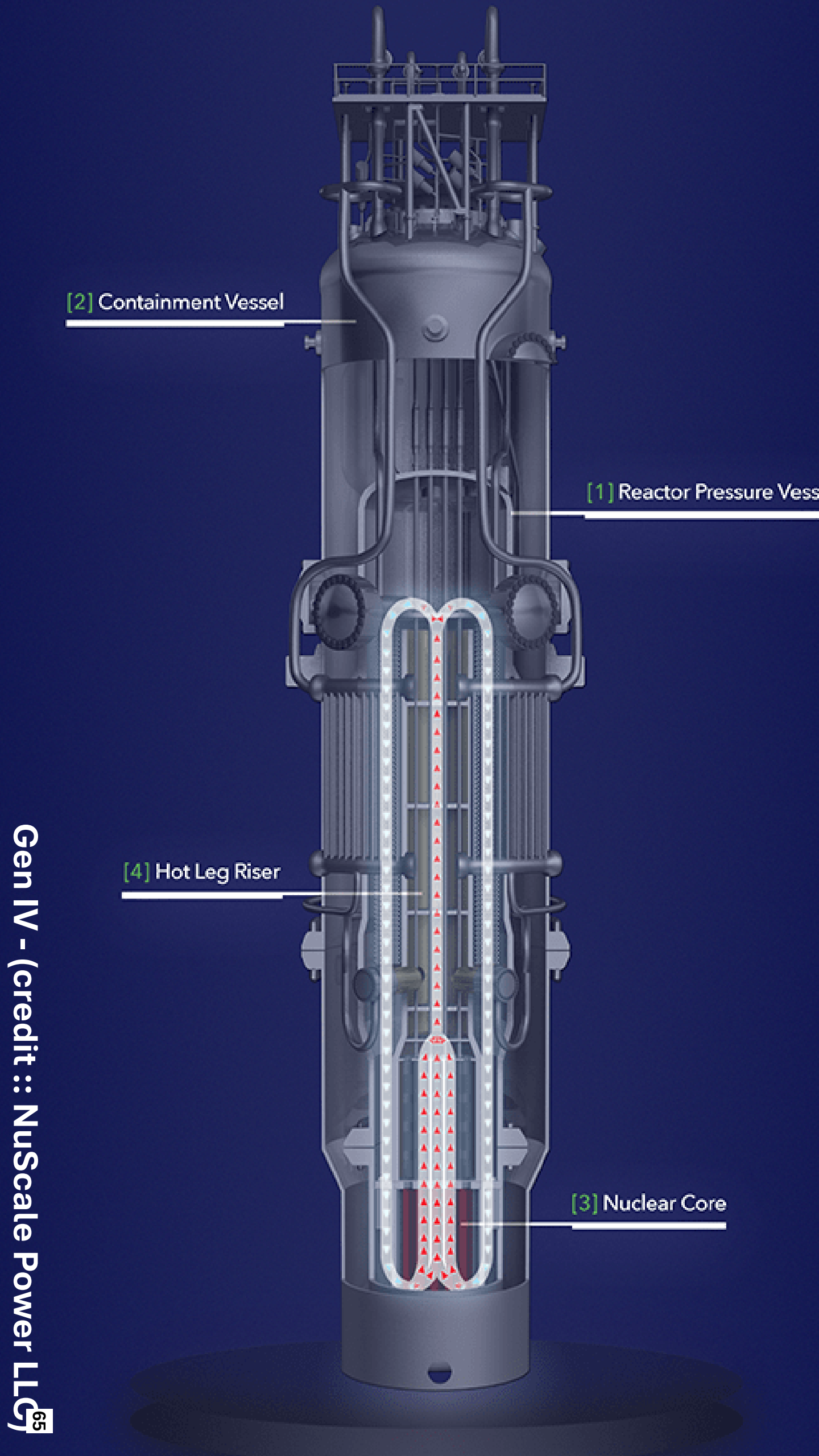
Gen IV – Rongchen City, China (credit :: CCTV News)



Gen IV - AP300 concept (credit :: Westinghouse)



Gen IV - (credit :: NuScale Power LLC)



Gen IV - (credit :: NuScale Power LLC)

Concurrent Opportunities

[10.c] Memorandum of Cooperation w/ USDOT, Maritime Division

[10.d] Memorandum of Collaboration with CORE POWER

Concurrent Opportunities

[10.c] Memorandum of Cooperation w/ USDOT, Maritime Division

- Affirms shared ambition

  "to explore technical, regulatory, and operational requirements"
- Further established PCCA as nation's preeminent energy port
- Non-binding statement of intent
- No obligation of funds

Concurrent Opportunities

[10.d] Memorandum of Collaboration with CORE POWER

- Scoped in early 2025 but deferred
- Replicates study conducted in Port of Rotterdam
- **No direct cost to PCCA**
- 2-part scope:
  1. Floating Nuclear Power Plants (FNPPs)
     - Site characterization/suitability
     - Regulatory considerations
     - Grid integration + potential end user identification/requirements

  2. Nuclear-propelled vessels
     - Reference vessel definition
     - Safety and security requirements
     - Regulatory considerations

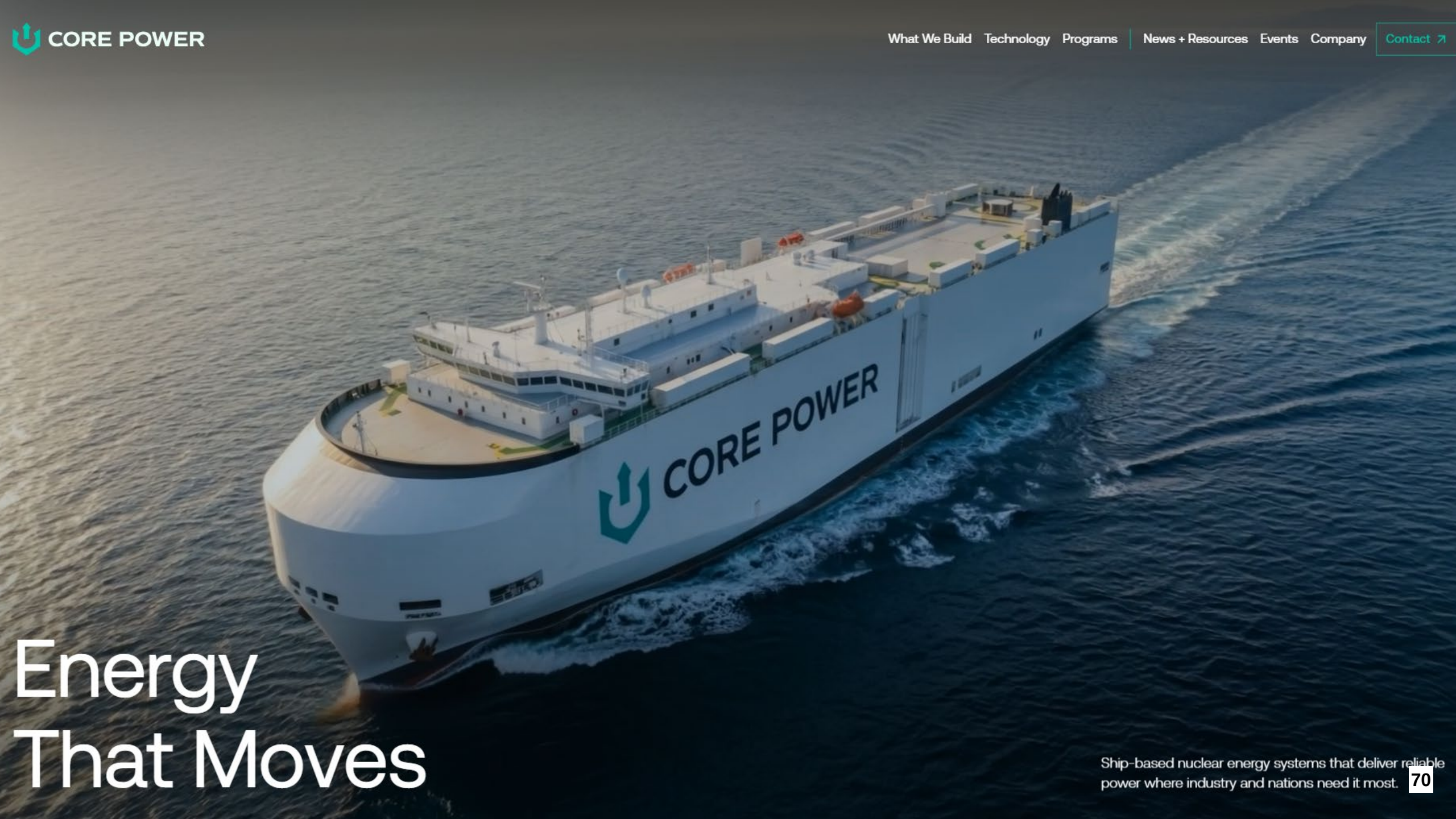


CORE POWER

What We Build Technology Programs | News + Resources Events Company Contact ↗

Energy That Moves

Ship-based nuclear energy systems that deliver [illegible] power where industry and nations need it most.


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Energy
That Moves
Ship-based nuclear energy systems that deliver reliable power where industry and nations need it most.



SMR-propelled Container Ship - (credit :: KRISO)


Questions?
PORT CORPUS CHRISTI®

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Jeffrey Pollack
Chief Strategy and Innovation Officer
jpollack@pocca.com
361.885.6230

ANTICIPATED STAFF PRESENTER: Jeffrey Pollack

Approve a Memorandum of Collaboration with Core Power (US) Inc.

SUMMARY:

Staff is seeking Port Commission approval of a Memorandum of Collaboration (MOC) with CORE POWER to explore two distinct pathways by which advanced nuclear technology may be applied to the maritime sector: floating nuclear power plants and nuclear-powered commercial ships.

This is a desktop study intended to advance the state of knowledge around advanced nuclear applications in the maritime sector.

This MOC does not create any direct obligation of funds for PCCA; PCCA will leverage staff expertise and operational and contextual data.

BACKGROUND:

Commercial deployment of advanced nuclear technology has the potential to safely provide clean, firm, dispatchable power to support growth of the maritime industrial base as well as new efficiencies in marine transportation.

CORE POWER is developing its evidence base for how floating nuclear power plants can be deployed in real port settings. This requires assessment of site and marine conditions, grid connection, customer demand and offtake, environmental and regulatory pathways, operations, security, liability, insurance and lifecycle support.

CORE POWER is also working to define the conditions required to allow nuclear-powered commercial ships to call routinely at U.S. ports. This includes navigation and pilotage, transit and berthing, safety and security, emergency arrangements, crewing, maintenance, liability and insurance, and the interfaces between port, maritime and nuclear regulators.

PCCA, as a global leader in energy and innovation, provides a natural case study as a operating environment in which to evaluate both pathways against practical technical, environmental, regulatory, operational and commercial requirements.

The scope of this proposed feasibility study was informed by a parallel feasibility study that CORE POWER conducted with the Port of Rotterdam Authority in 2025/2026 in partnership with Lloyd's Register and A.P Moller-Maersk. Rotterdam is the single largest recipient of crude and LNG cargos from PCCA; when the work at PCCA is complete, it will yield the first end-to-end evaluation of nuclear readiness on an existing maritime trade route.

ALTERNATIVES:

Forfeit this opportunity to demonstrate PCCA's commitment to leadership and innovation in energy by undertaking a study that will be the first-of-its-kind among U.S. ports.

CONFORMITY TO PORT PROCUREMENT POLICY:

The Procurement Policy does not apply to this agenda item. This MOC does not include any direct obligation of funds by PCCA.

STRATEGIC ALIGNMENT:

This item supports Strategic Goal 3, Provide Facilities + Services to Meet Customer Needs.

FINANCIAL IMPACT:

None. This MOC does not include any direct obligation of funds. PCCA will leverage staff expertise and operational and contextual data.

STAFF RECOMMENDATION:

Staff recommends Port Commission approval of the Memorandum of Collaboration with CORE POWER.

DEPARTMENTAL CLEARANCES:

Originating Department: CSIO
Legal: Dane Bruun

LIST OF SUPPORTING DOCUMENTS:

Memorandum of Collaboration with CORE POWER.

MEMORANDUM OF COLLABORATION

This **Memorandum of Collaboration** ("**Agreement**") is entered into as of August 18, 2026 (the "**Effective Date**") by and between:

Port of Corpus Christi Authority, a political subdivision of the State of Texas located at 400 Charles Zahn, Jr. Drive, Corpus Christi, TX 78401 (the "**Port Authority**"); and

Core Power (US) Inc., a Delaware corporation, having its principal offices at McPherson Building, 901 15th Street NW, Washington, D.C. 20005 ("**CP**").

The Port Authority and CP are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Port Authority is the preeminent energy export port in the United States and is host to a wide variety of industrial facilities; and

WHEREAS, advanced nuclear technology has the potential to safely provide clean, firm, dispatchable power to support growth of the maritime industrial base as well as new efficiencies in marine transportation; and

WHEREAS, CP is an innovative company focused on two applications of advanced nuclear technology in the maritime industry: floating nuclear power plants ("**FNPPs**") and nuclear-propelled commercial vessels; and

WHEREAS, the Port Authority provides a valuable case study for evaluating the technical, logistical, and regulatory feasibility of deploying FNPPs and receiving nuclear-propelled commercial vessels; and

WHEREAS, the Port Authority delivered to CP an executed Letter of Collaboration (the "**Letter of Collaboration**") on June 29, 2026 affirming its interest in serving as a host site for a feasibility study to advance the body of knowledge around advanced nuclear technology applications in the maritime industry; and

WHEREAS, the Letter of Collaboration contemplated that a Memorandum of Collaboration or equivalent vehicle would be developed to further codify the Parties' collaboration; and

WHEREAS, the Parties desire to collaborate on a feasibility study addressing (a) the deployment of FNPPs at the Port and (b) the reception of nuclear-propelled commercial vessels calling at the Port, with the intent of providing both Parties with the analytical foundation to evaluate these applications and to advance industry understanding of the siting, regulatory, safety, and commercial considerations relevant to maritime nuclear deployment at U.S. ports; and

WHEREAS, the Parties intend to perform such feasibility study through a series of statements of work entered into pursuant to and governed by this Agreement; and

WHEREAS, the Parties wish to set forth in this Agreement the terms and conditions governing the foregoing collaboration.

NOW, THEREFORE, in consideration of the premises and the undertakings of the Parties hereinafter set forth, the Parties agree as follows:

TERMS AND CONDITIONS

ARTICLE 1.
DEFINITIONS; INTERPRETATION

Section 1.1 ***Definitions***. Capitalized terms used in this Agreement have the meanings given to them in Appendix A (Defined Terms), which is attached hereto and made a part of this Agreement.

Section 1.2 ***Interpretation***.

Section 1.2.1 Except as otherwise expressly noted, terms defined in a given number, tense, or form shall have the corresponding meaning when used in this Agreement with initial capitals in another number, tense, or form.

Section 1.2.2 Except as otherwise expressly noted, reference to specific Articles and Sections are references to the whole of such provisions of or attachments to this Agreement.

Section 1.2.3 References containing terms such as “hereof,” “herein,” “hereto,” “hereinafter,” and other terms of like import are not limited in applicability to the specific provision (within which such references are set forth) but instead refer to this Agreement taken as a whole.

Section 1.2.4 The term “includes” or “including” shall not be deemed limited by the specific enumeration of items, but shall be deemed without limitation.

Section 1.2.5 References to persons include their permitted successors and assigns.

Section 1.2.6 Unless the context clearly indicates to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having a masculine or feminine gender shall be deemed to include the other.

Section 1.2.7 The term “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

Section 1.2.8 Provisions including words such as "certify", "certified", "consent," "accepted", "acceptable", "approval", "approved", "agree", "agreed" or "agreement" require the action to be communicated in writing.

Section 1.2.9 All subject headings contained herein are not part of this Agreement and are included solely for the convenience of the Parties.

ARTICLE 2.
GENERAL OBLIGATIONS

Section 2.1 ***Scope of Collaboration***. The Parties shall collaborate on a feasibility study addressing (a) the deployment of FNPPs at the Port and (b) the reception of nuclear-propelled commercial vessels calling at the Port, and on related studies, analyses, and activities. The Parties' collaboration is intended to be exploratory and analytical in nature and shall not, except as expressly set forth in this Agreement, constitute or create any commitment of either Party to procure, deploy, develop, commercialize, or receive FNPPs or nuclear-propelled commercial vessels, or to enter into any other commercial arrangement.

Section 2.2 ***Statements of Work***. The specific work to be performed by the Parties shall be set forth in one or more SOWs developed and approved during the Term. Each SOW shall be in writing and shall, at a minimum, identify the Workstream, scope of work, Deliverables, anticipated timing, resourcing, the role of each Party, any Third Party Participants, and the cost allocation. Each SOW shall be approved by the Project Board.

Section 2.3 ***Workstreams.***

Section 2.3.1 *Anticipated Workstreams.* The Parties intend that their collaboration under this Agreement will encompass the workstreams described in this Section 2.3.1, as developed and approved through the Project Board and pursued through SOWs during the Term. The descriptions below reflect the framework agreed by the Parties in the Letter of Collaboration and provide the basis for SOW development, but do not define or limit the scope of any SOW.

(a) *FNPP Deployment*. This track addresses the technical, regulatory, and commercial feasibility of deploying an FNPP at the Port to supply port and grid power (the "**FNPP Deployment Track**"). The analysis is conducted against a reference FNPP envelope (approximately 150–300 MWe, light-water reactor) rather than a vendor-specific design; vendor selection and design refinement are addressed in subsequent phases. Selected outputs from this track, including site characterization, may also inform the Nuclear-Propelled Vessel Calls Track. The FNPP Deployment Track encompasses the following workstreams:

i. Site Characterization.

A. Objective. Develop a site-specific characterization of the Port's marine, environmental, and operational baseline

sufficient to support FNPP siting analysis and to inform nuclear-propelled commercial vessel port stay safety analysis.

B. Scope. (1) Marine conditions assessment (waves, currents, tidal range, water levels); (2) geotechnical and seabed characterization for candidate berthing and mooring locations; (3) meteorology, hydrology, and climatological data compilation; (4) port traffic density and navigation pattern analysis; (5) site-specific data relevant to future nuclear licensing and environmental review requirements, without initiating a formal licensing process.

C. The Port Authority's contribution. Make available existing site data, operational records, and prior environmental and engineering studies, including those produced in connection with prior development activity at the Port; facilitate site visits as required.

D. CP's contribution. Lead analysis; engage specialist technical consultants; compile site characterization report.

ii. Regulatory and Permitting Pathway Analysis.

A. Objective. Develop a comprehensive analysis of state, local, and Port Authority regulatory and permitting requirements applicable to FNPP deployment at the Port, including identification of critical path items, risks, and mitigation strategies, with appropriate interface to applicable federal regulatory regimes. The analysis should expressly separate established legal requirements from assumptions, open issues, and proposed engagement pathways.

B. Scope. (1) State of Texas regulatory framework; (2) local and county requirements, including zoning and land/water use considerations; (3) Port Authority requirements (tariffs, operational permits, security); (4) environmental review and coastal zone management; (5) water use, discharge, and intake permitting; (6) federal regulatory interface as relevant to site-specific deployment (including Nuclear Regulatory Commission ("**NRC**") licensing/site-related data needs, United States

Coast Guard ("**USCG**"), Environmental Protection Agency ("**EPA**") permitting, National Environmental Policy Act ("**NEPA**") interfaces, Maritime Administration ("**MARAD**") coordination where applicable, and other federal touchpoints to be confirmed); (7) critical path identification and gap analysis where no precedent exists for FNPPs.

C. The Port Authority's contribution. Facilitate introductions to state and local regulatory contacts; provide Port Authority documentation and operational permit history.

D. CP's contribution. Lead state, local, and port-authority regulatory analysis; coordinate with parallel federal regulatory engagement.

iii. Site Suitability Analysis.

A. Objective. Assess site suitability for an FNPP within the reference envelope, identifying candidate locations, integration requirements, and operational interactions with existing port activity.

B. Scope. (1) Candidate site identification and screening; (2) mooring and station-keeping requirements; (3) civil infrastructure and integration assessment; (4) impact on existing Port operations, navigation, and logistics; (5) emergency planning, security, exclusion-zone, and consequence-assessment assumptions (feeding the integrated hazard identification workstream); (6) stationary thermal discharge limit considerations (water quality standards, mixing-zone rules, seasonal biology protections).

C. The Port Authority's contribution. Identify candidate locations; participate in site walk-throughs; provide operational baseline.

D. CP's contribution. Lead suitability analysis; engage specialist consultants.

iv. Grid Integration.

A. Objective. Identify and analyze interconnection requirements and pathways for an FNPP at the Port,

working with American Electric Power Company ("**AEP**") as the local utility, including consideration of interconnection processes specific to the Electric Reliability Council of Texas ("**ERCOT**") and any wholesale market, offtake, or behind-the-meter ("**BTM**") constraints.

B. Scope. (1) Initial engagement with AEP and ERCOT; (2) interconnection requirements at candidate points of interconnection; (3) transmission availability and upgrade requirements; (4) dispatch fit with regional load profile; (5) comparison of BTM supply against wholesale interconnection.

C. The Port Authority's contribution. Facilitate introductions to AEP; provide port-level demand data.

D. CP's contribution. Lead AEP engagement; provide FNPP output profile and operational envelope.

v. End-User Identification and Requirements.

A. Objective. Identify and engage potential end-users for FNPP power offtake, gathering operational, reliability, and commercial requirements that inform business model design.

B. Scope. (1) Potential end-user mapping across regional industrial demand (including hyperscaler interest) and port operations; (2) confidential engagement with identified end-users; (3) requirements matrix (operational, reliability, resilience, commercial); (4) initial offtake structuring framework; (5) identification of port-side commercial considerations relevant to FNPP deployment, including potential mooring, quay, or harbor charges.

C. The Port Authority's contribution. Identify and broker introductions to potential end-users among port tenants and regional industrial customers.

D. CP's contribution. Lead end-user engagement; develop requirements matrix; lead initial commercial structuring.

(b) *Nuclear-Propelled Vessel Calls.* This track addresses the safety, regulatory, and operational considerations applicable to reception of nuclear-

propelled commercial vessels at the Port (the "**Nuclear-Propelled Vessel Calls Track**"). The Nuclear-Propelled Vessel Calls Track encompasses the following workstreams:

i. Reference Vessel and Nuclear Power System Definition.

A. Objective. Define a high-level reference vessel and nuclear power system envelope sufficient to support analysis of safety and regulatory considerations for a port call at the Port.

B. Scope. (1) Reference vessel type selection informed by likely commercial deployment scenarios; (2) nuclear power system envelope (reactor power output range and general configuration); (3) site boundary, nuclear island, shielding, and ancillary system definitions, consistent with relevant International Atomic Energy Agency ("**IAEA**") work on commercial maritime nuclear definitions; (4) definition of safeguards and security interfaces between maritime and nuclear regulatory regimes, sufficient to scope downstream safety and regulatory analysis; (5) maritime terminology including port call, transit, and berthing definitions.

C. The Port Authority's contribution. Provide Port-relevant vessel-type and cargo context.

D. CP's contribution. Lead reference vessel and nuclear power system definition; engage specialist naval architecture and nuclear engineering expertise.

ii. Port Stay Safety and Security Analysis.

A. Objective. Analyze safety and security considerations for a nuclear-propelled commercial vessel transiting and berthing at the Port, leveraging the Port's existing hazardous-material operating experience as an analytical baseline. This should distinguish normal operations, credible abnormal events, security scenarios, and emergency preparedness assumptions.

B. Scope. (1) Transit analysis from entry into US territorial waters through berthing and departure; (2) safety regime and safety zoning requirements; (3) cargo operations interface with nuclear power system safety requirements; (4) port and vessel security considerations

specific to nuclear-propelled commercial vessels, including the division of security responsibilities between port and vessel operators; (5) comparative analysis with the Port's existing operational protocols for LNG and other hazardous cargo; (6) berth and terminal suitability considerations for nuclear-propelled commercial vessel reception, including readiness assessment across terminal types.

C. The Port Authority's contribution. Lead port-operations-side analysis; provide existing safety protocols and hazardous-cargo operating experience.

D. CP's contribution. Lead nuclear system safety contribution; engage specialist consultants as required.

iii. US Regulatory Regime Mapping.

A. Objective. Map the US regulatory regime applicable to reception of nuclear-propelled commercial vessels at the Port, including identification of gaps, ambiguities, and required regulatory development.

B. Scope. (1) USCG framework (Captain of the Port ("**COTP**") authority, port-state control, regulations applicable to nuclear-propelled commercial vessels); (2) NRC interface considerations; (3) liability framework; (4) international framework considerations applicable to foreign-flagged vessels (IAEA, port-state-control conventions, bilateral instruments); (5) benchmarking against historical precedent (NS Savannah operating practice, foreign nuclear-vessel port-call regimes).

C. The Port Authority's contribution. Provide port-side regulatory and operational context; facilitate engagement with USCG COTP.

D. CP's contribution. Lead regulatory analysis; engage specialist counsel on liability and international frameworks.

(c) *Joint Workstreams.* The joint workstreams address considerations that span both tracks and provide the integrating analysis necessary to synthesize an overall feasibility assessment (the "**Joint Workstreams Track**"). The Joint Workstreams Track encompasses the following workstreams:

i. Integrated Hazard Identification.

A. Objective. Conduct a preliminary, envelope-level Hazard Identification ("**HazID**") that considers both FNPP berthing and reception of nuclear-propelled commercial vessels, including scenarios in which both presences occur simultaneously.

B. Scope. (1) HazID workshop methodology applied across both tracks; (2) identification of exclusion zone, safety buffer, and coordination requirements; (3) interaction with existing port hazardous-material operations; (4) inputs to subsequent Waterway Suitability Assessment ("**WSA**") and port stay safety analysis.

C. The Port Authority's contribution. Participate in HazID workshops; provide operational and safety baseline information.

D. CP's contribution. Lead HazID facilitation; engage specialist HazID consultants; produce HazID register.

ii. USCG and Maritime Authority Engagement.

A. Objective. Engage USCG on WSA process applicable to both FNPP siting and nuclear-propelled commercial vessel port calls, including preliminary data gathering and scoping.

B. Scope. (1) Engagement with COTP, Harbor Safety Committee, and Area Maritime Security Committee; (2) draft letters of intent, engagement plan, and preliminary WSA data package; (3) data package including traffic density, marine hazards, and exclusion zones; (4) coordination with NRC licensing pathway.

C. The Port Authority's contribution. Facilitate USCG engagement leveraging existing relationships; provide port operational data.

D. CP's contribution. Lead USCG engagement; coordinate parallel federal regulatory engagement.

(d) *Synthesis and Scoping.* These workstreams integrate outputs from the FNPP Deployment Track and Nuclear-Propelled Vessel Calls Track and develop the framework for downstream stakeholder and community engagement (the

"**Synthesis and Scoping Track**"). The Synthesis and Scoping Track encompasses the following workstreams:

i. Integrated Implementation Roadmap.

A. Objective. Synthesize FNPP Deployment Track and Nuclear-Propelled Vessel Calls Track outputs into an integrated implementation roadmap, identifying gating items, partner responsibilities, and recommended next steps.

B. Scope. (1) Phased deployment and vessel reception roadmap (with integrated business case); (2) partner roles and responsibilities mapping; (3) federal coordination tee-up, including with respect to MARAD and other federal stakeholders; (4) identified gaps and recommended follow-on studies.

C. The Port Authority's contribution. Co-develop the roadmap.

D. CP's contribution. Lead synthesis and roadmap development.

ii. Stakeholder and Community Engagement Framework. While public/community stakeholder engagement is explicitly outside the scope of this feasibility study, CP and the Port Authority recognize the importance of planning for this dimension, such that this engagement may be deployed in an intentional, inclusive, and effective manner.

A. Objective. Develop a phased framework for stakeholder and community engagement regarding maritime nuclear activity at the Port, designed to support a controlled, informed and stage-gated engagement process and to align with parallel federal engagement where appropriate.

B. Scope. (1) Stakeholder mapping across community, industry, regulatory, emergency response, labor and workforce, political, and adjacent federal audiences, including Naval Air Station ("**NAS**") Corpus Christi (facilitated by the Port Authority) and Corpus Christi Army Depot ("**CCAD**"); (2) phased engagement plan with triggers and gating criteria; (3) communications principles, approval protocols and no-announcement

default until both parties agree; (4) mutually agreed public announcements at project milestones, as agreed; (5) coordination framework with potential federal engagement.

C. The Port Authority's contribution. The Port Authority's external affairs to lead; provide community and political mapping; facilitate engagement with adjacent federal stakeholders including NAS Corpus Christi; co-develop engagement plan.

D. CP's contribution. CP communications to lead alignment with broader CP public posture; co-develop engagement plan.

Section 2.3.2 *SOW Development.* The Parties shall develop and finalize SOWs for the workstreams described in Section 2.3.1. The Project Board shall approve a schedule and sequencing for SOW development, taking into account the timing framework agreed by the Parties in the Letter of Collaboration. Each Party shall make appropriately qualified personnel available for, and respond promptly to drafts and requests for input in connection with, SOW negotiations. Nothing in this Section requires either Party to approve a SOW whose terms are not acceptable to it acting reasonably and in good faith; *provided* that neither Party shall withhold, delay, or condition its participation in the good-faith development of SOWs in a manner inconsistent with this Section.

Section 2.4 ***Amendments to SOWs***. Any amendment to a SOW shall be approved in writing by the Project Board.

Section 2.5 ***Performance of Work***. Each Party shall perform its respective tasks and obligations under each SOW with reasonable diligence and in accordance with applicable Law and the terms of this Agreement. Each Party shall cause its Relevant Persons to comply with the provisions of this Agreement and any applicable SOW in the performance of any Work.

Section 2.6 ***Subcontractors***. Either Party may engage Subcontractors to perform any of its tasks or obligations under this Agreement or any SOW; *provided* that (a) such Party shall remain responsible for the performance of such tasks and obligations and for the actions and inactions of its Subcontractors, (b) such Party shall ensure that each Subcontractor is bound by written confidentiality and intellectual property obligations at least as protective of the other Party as those set forth in the NDA, and (c) the engagement of a Subcontractor shall not relieve the engaging Party of any of its obligations under this Agreement.

Section 2.7 ***No Exclusivity***. Except as expressly set forth in this Agreement or any SOW, nothing in this Agreement shall be construed to limit either Party's right to conduct research, development, evaluation, or commercial activities involving FNPPs, nuclear-propelled commercial

vessels, advanced reactors, or any other technology, whether independently or in collaboration with Third Parties, and neither Party shall have any obligation to refrain from any such activities.

ARTICLE 3.
PROJECT BOARD

Section 3.1 ***Establishment of Project Board***. Promptly following the Effective Date, each Party shall designate one representative to serve as the point of contact for the collaboration (together, the "**Project Board**"). Each Party may replace its representative at any time on written notice to the other Party.

Section 3.2 ***Responsibilities of the Project Board***. The Project Board shall:

Section 3.2.1 approve each SOW and any amendment thereto;

Section 3.2.2 approve the participation of any Third Party Participant in any SOW;

Section 3.2.3 oversee progress of the Work and address operational issues; and

Section 3.2.4 escalate any disputes it cannot resolve to the Senior Executives pursuant to Section 12.2.

The Project Board shall not have authority to amend this Agreement.

Section 3.3 ***Meetings and Decisions***. The Project Board shall meet as needed. All decisions of the Project Board require the agreement of both representatives.

ARTICLE 4.
THIRD PARTY PARTICIPATION

Section 4.1 ***Third Party Participants***. The Parties acknowledge that one or more Third Parties (each, a "**Third Party Participant**") may participate in one or more SOWs, including without limitation CP's technology development partners. The participation of any Third Party Participant in any SOW shall be subject to the prior approval of the Project Board and to the conditions set forth in this Article 4.

Section 4.2 ***Conditions for Third Party Participation***. Prior to the participation of any Third Party Participant in a SOW, the Project Board shall approve the participation of the Third Party Participant in the relevant SOW. In addition, prior to such participation, such Third Party Participant shall have executed a written instrument with the Parties setting forth its rights and obligations in connection with the relevant SOW, and the relevant SOW shall identify such instrument.

Section 4.3 ***SOW-Specific Participation***. A Third Party Participant's participation in one SOW shall not entitle such Third Party Participant to participate in any other SOW or in this Agreement generally.

Section 4.4 ***Treatment of Third Party Participants***. Each Third Party Participant shall be treated as a participant in, but not as a Party to, this Agreement. The rights and obligations of each Party with respect to a Third Party Participant shall be governed by the terms of the relevant SOW, and the applicable provisions of this Agreement. Without limiting the foregoing, the participation of a Third Party Participant shall not modify the rights or obligations of either Party under this Agreement except as expressly set forth in the relevant SOW.

ARTICLE 5.
COSTS AND EXPENSES

Section 5.1 ***Each Party Bears Its Own Costs***. Except as expressly set forth in this Agreement or any SOW, each Party shall bear all of its own costs and expenses (including without limitation personnel costs, travel costs, legal and other professional fees, and any payments to its Subcontractors) incurred in connection with this Agreement and the performance of any Work. Neither Party shall be obligated to pay or reimburse the other Party for any such costs or expenses.

Section 5.2 ***Third Party Costs***. Costs and expenses payable to Third Party Participants in connection with any SOW shall be allocated as set forth in the relevant SOW. Any costs and expenses payable to a Subcontractor engaged by a Party shall be borne solely by such Party, unless otherwise agreed in writing by the Parties.

ARTICLE 6.
INTELLECTUAL PROPERTY

Section 6.1 ***Background IP***. Each Party retains all right, title, and interest in and to its Background IP. Nothing in this Agreement or any SOW shall be construed as transferring or granting any right, title, or interest in or to a Party's Background IP, except for the limited license set forth in Section 6.5.

Section 6.2 ***CP Background Materials***. CP retains all right, title, and interest in and to the CP Background Materials. The incorporation of any CP Background Materials into any Joint Work Product or other Deliverable shall not transfer or grant any right, title, or interest in or to the CP Background Materials to the Port Authority or to any Third Party Participant.

Section 6.3 ***Port Authority Background Materials***. The Port Authority retains all right, title, and interest in and to the Port Authority Background Materials. The incorporation of any Port Authority Background Materials into any Joint Work Product or other Deliverable shall not transfer or grant any right, title, or interest in or to the Port Authority Background Materials to CP or to any Third Party Participant.

Section 6.4 ***Sole Foreground IP***. Each Party retains all right, title, and interest in and to its Sole Foreground IP. Nothing in this Agreement or any SOW shall be construed as transferring or granting any right, title, or interest in or to a Party's Sole Foreground IP, except for the limited license set forth in Section 6.5.

Section 6.5 ***License to Background IP and Sole Foreground IP***. Each Party hereby grants to the other Party a limited, non-exclusive, non-transferable, royalty-free, fully paid-up license, during the Term, to use such first Party's Background IP and Sole Foreground IP solely to the extent necessary for the other Party's performance of its obligations under any SOW. The licenses granted under this Section 6.5 do not include the right to sublicense, except to Subcontractors and Third Party Participants in accordance with the terms of this Agreement and the relevant SOW.

Section 6.6 ***Joint Work Product***. All Joint Work Product shall be jointly owned by the Parties, with each Party having an undivided, equal ownership interest therein. Subject to Section 6.7 and Section 6.8, each Party shall have the right to use the Joint Work Product for its own internal purposes without notice or accounting to the other Party. Notwithstanding the foregoing, neither Party shall, without the prior written consent of the other Party:

Section 6.6.1 disclose, share, or otherwise make available any Joint Work Product to any Third Party other than to such Party's Relevant Persons, Affiliates, Subcontractors, and Third Party Participants who have a bona fide need to know and who are bound by written confidentiality obligations at least as protective of the Joint Work Product as those set forth in this Agreement;

Section 6.6.2 publish, publicly disclose, or otherwise make publicly available any Joint Work Product, in whole or in part; or

Section 6.6.3 use any Joint Work Product to support, evaluate, market, or promote the FNPPs, nuclear-propelled commercial vessels, designs, products, or services of any Third Party that is engaged in the development, manufacture, supply, or commercialization of FNPPs or nuclear-propelled commercial vessels (excluding, for the avoidance of doubt, Third Party Participants and the Parties' respective Subcontractors and Relevant Persons performing Work under the relevant SOW).

The restrictions in this Section 6.6 shall survive expiration or termination of this Agreement for a period of five (5) years.

Section 6.7 ***Publication***. Either Party may request the publication or other public disclosure of any Joint Work Product, in whole or in part, by providing written notice to the other Party. Any such publication or disclosure shall require the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. The Parties shall cooperate in good faith to agree on the form, content, and timing of any such publication or disclosure, including any redactions necessary to protect Confidential Information or competitively sensitive information.

Section 6.8 ***Third Party Participant IP***. The ownership and use of Intellectual Property contributed by, or Developed by, any Third Party Participant in the performance of any SOW shall be addressed in the written instrument executed by such Third Party Participant pursuant to Section 4.2 and the relevant SOW. Without limiting the foregoing, the participation of a Third Party Participant in any SOW shall not modify the allocation of Intellectual Property rights between the Parties set forth in this Article 6 except as expressly agreed by the Parties in writing.

Section 6.9 ***Patent Prosecution***. Each Party shall have the sole right, in its discretion, to file, prosecute, and maintain patents and patent applications covering its Background IP, CP Background Materials or Port Authority Background Materials (as applicable), and Sole Foreground IP. With respect to any Joint Work Product that is patentable, the Parties shall discuss and reach written agreement on the responsibility for, and allocation of costs associated with, the preparation, filing, prosecution, and maintenance of any patents or patent applications covering such Joint Work Product. Absent such agreement, neither Party shall file any patent application covering Joint Work Product without the prior written consent of the other Party.

Section 6.10 ***Further Assurances***. Each Party agrees to reasonably cooperate in the execution and delivery of any further documents and instruments, and the taking of any further actions, that are reasonably necessary or reasonably requested to further document, effectuate, or confirm the allocation of Intellectual Property rights set forth in this Article 6.

Section 6.11 ***Effect of Contributions on Background Materials.*** The provision by a Party of any input, data, comment, or other contribution to, or in connection with, the other Party's Background Materials shall not (a) convert such Background Materials into Joint Work Product; (b) grant the contributing Party any ownership of, or any approval, consent, or publication-control right over, such Background Materials; or (c) subject the owning Party's use, disclosure, or publication of such Background Materials to Section 6.6 or Section 6.7. Each Party retains sole control over the development, use, disclosure, and publication of its own Background Materials; *provided* that neither Party shall, without the other's prior written consent, disclose or publish any of the other Party's Confidential Information or Background Materials incorporated therein.

ARTICLE 7.
CONFIDENTIALITY

Section 7.1 ***Confidentiality Governed by NDA***. The exchange of Confidential Information between the Parties in connection with this Agreement and any SOW is governed by that certain Confidentiality Agreement executed by the Parties on June 16, 2026 (the "**NDA**"), as it may be amended by the Parties from time to time. Nothing in this Agreement supersedes or modifies the terms of the NDA. In the event of any conflict between the terms of the NDA and this Agreement with respect to the treatment of Confidential Information, the terms of the NDA shall control. The Parties confirm that the NDA remains in full force and effect notwithstanding the execution of this Agreement, and that Section 11.6 of the NDA does not operate to modify, supersede, or affect the terms of the NDA in light of this Agreement.

Section 7.2 ***Investor and Securityholder Communications***. Without modifying the NDA and in addition to the disclosures permitted under the NDA, but subject to Article 8 (Communications and Publicity):

> Section 7.2.1 *Private Investor Communications*. Each Party may disclose the existence of this Agreement and the general nature of the collaboration contemplated hereunder (but not the specific terms of this Agreement or any SOW, or any other Confidential Information of the other Party) to such Party's existing and prospective

investors, limited partners, lenders, and other financing sources, including in oral pitches and written investor materials; *provided* that each such recipient is bound by a written confidentiality agreement with the disclosing Party containing terms at least as protective of the Confidential Information as those set forth in the NDA.

Section 7.2.2 *Public Disclosure by the Port Authority*. The Parties acknowledge that the Port Authority is a political subdivision of the State of Texas and, as such, is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "**TPIA**"), and other applicable Laws requiring public disclosure of information held by the Port Authority. Notwithstanding the NDA and subject to Article 8 (Communications and Publicity), the Port Authority may disclose Confidential Information to the extent required by the TPIA or other applicable Law; *provided* that (a) the Port Authority shall, to the extent reasonably practicable and permitted by Law, provide CP with prompt written notice of any request for Confidential Information under the TPIA and consult in advance with CP on the response, in order to permit CP, at its sole cost and expense, to seek a protective order, request that the Texas Attorney General decline to require disclosure, or otherwise seek to limit or prevent disclosure; and (b) the Port Authority shall exercise commercially reasonable efforts to invoke applicable exceptions to disclosure under the TPIA, including without limitation exceptions for trade secrets and commercial or financial information the disclosure of which would cause substantial competitive harm.

Section 7.3 ***No Representations on Confidential Information***. The Receiving Party acknowledges that the Disclosing Party and its Affiliates and Relevant Persons are providing Confidential Information "as is" and make no representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability, or completeness of any Confidential Information or any other information supplied to the Receiving Party, its Affiliates, or their respective Relevant Persons, or the assumptions on which such information is based.

Section 7.4 ***Export Control***. Each Party acknowledges that the transmission, disclosure, or receipt of certain technical data or Confidential Information may be subject to Export Control Laws. Each Party shall (a) comply with all applicable Export Control Laws in connection with its receipt, use, disclosure, or transfer of any Confidential Information under this Agreement, and (b) be solely responsible for obtaining any necessary export licenses, authorizations, or approvals relating to its disclosures under this Agreement.

ARTICLE 8.
COMMUNICATIONS AND PUBLICITY

Section 8.1 ***Investor Communications by CP***. Subject to the conditions in Section 7.2.1 (including without limitation that each recipient is bound by a written confidentiality agreement with CP containing terms at least as protective of Confidential Information as those set forth in the NDA), CP shall have the right, during the Term, to reference the Port Authority as a partner actively engaged with CP on the evaluation of FNPP deployment and nuclear-propelled commercial vessel port calls at the Port in private oral and written communications with CP's existing and prospective investors,

limited partners, lenders, and other financing sources. Any such reference shall be limited to identifying the Port Authority as a partner engaged with CP on such evaluation and shall not include any specific Confidential Information of the Port Authority without the Port Authority's prior written consent.

Section 8.2 ***Regulatory and Industry Communications by the Port Authority***. The Port Authority and its Affiliates may, during the Term, reference CP as a partner engaged with the Port Authority on the evaluation of FNPP deployment and nuclear-propelled commercial vessel port calls at the Port in oral and written communications with regulators, Governmental Authorities, and industry organizations. Any such reference shall be limited to identifying CP as a partner engaged with the Port Authority on such evaluation and shall not include the specific terms of this Agreement or any SOW, or any other Confidential Information of CP, without CP's prior written consent.

Section 8.3 ***Mutually Agreed Public Announcements***. The Parties acknowledge and agree that public announcements regarding the collaboration contemplated by this Agreement may be made at project milestones, and at such other points as the Parties may agree, in each case subject to mutual written agreement of the Parties on the form, content, and timing of any such announcement. The Parties shall cooperate in good faith to agree on any such public announcements.

Section 8.4 ***Public Communications***. Except as expressly permitted by Section 7.2, Section 8.1, Section 8.2, or Section 8.3, neither Party shall make any public announcement, press release, social media post, conference presentation, or other public communication referring to this Agreement, any SOW, the other Party, or the collaboration contemplated hereunder, without the prior written consent of the other Party. The Parties shall cooperate in good faith to agree on the form, content, and timing of any such public communication.

Section 8.5 ***Use of Names and Trademarks***. Except as expressly permitted by Section 7.2, this Article 8, or with the prior written consent of the other Party, neither Party shall use the name, trade name, trademark, service mark, logo, or other designation of the other Party (including any contraction, abbreviation, or simulation thereof) in any communications or materials. Subject to compliance with the Port Authority's trademark and identity usage guidelines (if any), CP may use the Port Authority's name in private investor and financing materials solely to identify the Port Authority as a partner engaged with CP on the evaluation of FNPP deployment and nuclear-propelled commercial vessel port calls at the Port, provided each recipient is bound by a written confidentiality agreement as set forth in Section 7.2.1. The Port Authority may revoke this permission as to future use at any time on written notice.

Section 8.6 ***Required Disclosures***. Nothing in this Article 8 shall prohibit a Party from making disclosures required by Law, rule, regulation, or valid order of a court, Governmental Authority, or regulatory body of competent jurisdiction, subject to the requirements set forth in the NDA and Section 7.2.

ARTICLE 9.
REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 9.1 ***Mutual Representations and Warranties***. Each Party represents and warrants to the other Party that:

Section 9.1.1 such Party is duly organized, validly existing, and in good standing under the Laws of its jurisdiction of organization, and has all requisite power and authority to enter into and perform its obligations under this Agreement;

Section 9.1.2 the execution, delivery, and performance of this Agreement by such Party have been duly authorized by all necessary corporate, organizational, or governmental action on the part of such Party;

Section 9.1.3 this Agreement, when executed and delivered by such Party, will constitute a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or similar Laws affecting the enforcement of creditors' rights generally and by general principles of equity; and

Section 9.1.4 such Party's execution, delivery, and performance of this Agreement shall not constitute a violation, breach, or default under any contract, instrument, obligation, or agreement to which it is a party or by which it is bound, and will not conflict with or violate any applicable Law of any Governmental Authority having jurisdiction over it or its assets or property.

Section 9.2 ***Compliance with Law***. Each Party represents, warrants, and covenants that it shall comply with all applicable Laws in connection with its performance of its tasks and obligations under this Agreement and any SOW, including all Export Control Laws and all applicable anti-corruption Laws, including without limitation the U.S. Foreign Corrupt Practices Act.

Section 9.3 ***Disclaimer of Warranties***. OTHER THAN AS EXPRESSLY SET FORTH IN THIS ARTICLE 9, ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED BY EACH OF THE PARTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER PARTY REPRESENTS, WARRANTS, OR GUARANTEES THAT ANY PARTICULAR OUTCOME OR RESULT WILL ARISE FROM THE ACTIVITIES CONDUCTED PURSUANT TO THIS AGREEMENT OR ANY SOW, INCLUDING WITHOUT LIMITATION ANY OUTCOME OR RESULT RELATING TO FNPP OR NUCLEAR-PROPELLED COMMERCIAL VESSEL DEPLOYMENT, PROCUREMENT, RECEPTION, OR COMMERCIALIZATION.

ARTICLE 10.
INDEMNIFICATION AND LIMITATIONS OF LIABILITY

Section 10.1 ***Indemnification***. Each Party (the "**Indemnifying Party**") shall indemnify, defend (if requested by the other Party), and hold harmless the other Party, its Affiliates, and their respective officers, directors, employees, members, managers, representatives, agents, successors, and assigns (collectively, the "**Indemnified Persons**") from and against all losses, damages, liabilities, and expenses (including without limitation reasonable attorneys' fees, expert fees and expenses, and court costs) (collectively, "**Damages**") resulting from any and all demands, claims, suits, costs, fines, penalties, proceedings, or actions of any kind or character presented or brought against any of the Indemnified Persons by any Third Party (each a "**Claim**") to the extent such Claim is based on or arises out of (a) the negligence or willful misconduct of the Indemnifying Party or any of its Relevant Persons, (b) any material breach by the Indemnifying Party of its obligations under this Agreement (including without limitation any breach of any representation, warranty, covenant, or agreement contained herein), or (c) any infringement, misappropriation, or violation of any Intellectual Property right of any Third Party arising out of the Indemnified Persons' possession or use of any Deliverable or Intellectual Property licensed by the Indemnifying Party to any Indemnified Person under this Agreement; *provided* that the indemnification obligations of the Port Authority under this Section 10.1 shall be subject to and limited by applicable Law, including without limitation any applicable limitations on the Port Authority's authority under the Texas Constitution, the Texas Water Code, and other Laws applicable to political subdivisions of the State of Texas.

Section 10.2 ***Procedures for Indemnification***. The Indemnified Persons shall give the Indemnifying Party prompt written notice of any Claim for which indemnification is sought hereunder. The Indemnifying Party shall have the right to control the defense and settlement of any such Claim, subject to the Indemnified Persons' right to participate in such defense at their own expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Persons (such consent not to be unreasonably withheld, conditioned, or delayed), agree to the settlement, compromise, or discharge of any such Claim if such settlement, compromise, or discharge would impose any obligation or liability on, or limit any right of, any Indemnified Person.

Section 10.3 ***Limitations of Liability***. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (B) BREACHES OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN THE NDA OR ARTICLE 7, (C) BREACHES OF INTELLECTUAL PROPERTY-RELATED OBLIGATIONS SET FORTH IN ARTICLE 6 (INCLUDING WITHOUT LIMITATION THE RESTRICTIONS ON USE OF JOINT WORK PRODUCT SET FORTH IN SECTION 6.6), (D) A PARTY'S VIOLATION OF APPLICABLE LAW, AND (E) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY DAMAGES OR LIABILITY TO THE OTHER PARTY, ANY OF THE OTHER PARTY'S AFFILIATES, OR ANY THIRD PARTY ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE, FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY NATURE,

INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 11.
TERM AND TERMINATION

Section 11.1 ***Term***. This Agreement shall commence on the Effective Date and shall continue in effect for a period of thirty-six (36) months thereafter, unless earlier terminated in accordance with this Article 11 (the "**Term**"). The Term may be extended by mutual written agreement of the Parties for additional periods on such terms as the Parties may agree.

Section 11.2 ***Termination for Convenience***. Either Party may terminate this Agreement for convenience by providing not less than sixty (60) days' prior written notice to the other Party. Upon any termination for convenience, the Parties shall cooperate in good faith to wind down any active SOWs in an orderly manner, including by completing any in-progress Deliverables to the extent reasonably practicable.

Section 11.3 ***Termination for Material Breach***. In the event of a material breach of this Agreement by a Party (the "**Breaching Party**"), the non-breaching Party may terminate this Agreement by providing written notice to the Breaching Party specifying in reasonable detail the nature of such breach; *provided* that such termination shall not be effective if the Breaching Party cures such breach within sixty (60) days after receipt of such written notice. If such breach is not cured within such sixty (60) day period, this Agreement shall terminate effective as of the date set forth in the non-breaching Party's notice of termination.

Section 11.4 ***Termination for Insolvency***. Either Party may terminate this Agreement immediately by written notice to the other Party in the event that the other Party (a) files in any court pursuant to any statute a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of such other Party or of its assets; (b) proposes a written agreement of composition for extension of its debts; (c) is served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed within sixty (60) days after filing thereof; or (d) makes an assignment for the benefit of its creditors.

Section 11.5 ***Termination by Mutual Agreement***. This Agreement may be terminated at any time by the mutual written agreement of the Parties.

Section 11.6 ***Consequences of Termination***. Upon expiration or termination of this Agreement for any reason:

Section 11.6.1 the Parties shall promptly wind down all SOWs then in effect, except as the Parties may otherwise agree in writing;

Section 11.6.2 each Party's obligations to perform Work shall terminate, except to the extent expressly provided in any wind-down arrangement agreed by the Parties;

Section 11.6.3 each Party shall, at the other Party's election, return to the other Party or destroy all Confidential Information of the other Party in accordance with the NDA; and

Section 11.6.4 the licenses granted under Section 6.5 shall terminate, except that the Parties' respective ownership and use rights in Joint Work Product shall continue in accordance with Article 6.

Section 11.7 ***Survival***. The following provisions shall survive expiration or termination of this Agreement: Article 1 (Definitions and Interpretation), Article 6 (Intellectual Property), Article 7 (Confidentiality) in accordance with its terms, Article 8 (Communications and Publicity), Article 9 (Representations, Warranties, and Covenants), Article 10 (Indemnification and Limitations of Liability), Section 11.6 (Consequences of Termination), this Section 11.7, Article 12 (Miscellaneous), and Appendix A (Defined Terms).

ARTICLE 12.
MISCELLANEOUS

Section 12.1 ***Notices***. Any notice, request, delivery, approval, or consent required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, sent by electronic mail, overnight courier, or registered mail to the Party to whom it is directed at the address shown below or such other address as such Party shall have last given by notice to the other Party. Any such notice shall be deemed received (a) on the date of hand delivery; (b) if sent by electronic mail, when the recipient acknowledges having received the notice by reply email; (c) two (2) Business Days after deposit with an overnight courier; or (d) five (5) Business Days after the date of the registration receipt provided by the applicable postal authority.

If to CP:

Core Power (US) Inc.
McPherson Building, 901 15th Street NW
Washington, D.C. 20005
Attn: Andrew Crowe, Senior Vice President, Business Development
Email: andrew.crowe@corepower.energy

If to the Port Authority:

Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, TX 78401
Attn: Kent A. Britton, Chief Executive Officer
Email: kbritton@pocca.com

Section 12.2 ***Senior Executives and Dispute Escalation***.

Section 12.2.1 In the event that the Project Board is unable to resolve any dispute, controversy, or claim arising out of, related to, or in connection with this Agreement, either Party may, by written notice to the other Party, refer such dispute to the Senior Executives. The Senior Executives shall meet (in person or by telephone or video conference) and shall use commercially reasonable efforts to resolve such dispute within fifteen (15) Business Days following such referral. If the Senior Executives are unable to resolve such dispute within such fifteen (15) Business Day period, either Party may invoke the mediation provisions of Section 12.3.

Section 12.2.2 Each Party hereby designates the following individual as its Senior Executive for purposes of this Agreement: (a) for CP, Mikal Bøe, President of CP; and (b) for the Port Authority, Kent A. Britton, Chief Executive Officer (the "**Senior Executives**", and each, a "**Senior Executive**"). Either Party may replace its Senior Executive at any time by providing written notice to the other Party.

Section 12.3 ***Mediation***. Subject to Section 12.4, the Parties 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, or such other mutually agreed location (including virtual mediation), any controversy or claim arising out of or related to this Agreement before a mediator to be agreed upon by Parties. The Parties must agree upon a mediator within fifteen (15) Business Days after a written request for mediation by either Party, and if the Port Authority and CP are unable to agree upon a mediator within such time period, either Party may request that the American Arbitration Association appoint a mediator. The mediator will schedule a mediation meeting at a time and place determined by the mediator. The Port Authority and CP shall each pay for its own costs of mediation. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity.

Section 12.4 ***Injunctive Relief***. Notwithstanding anything to the contrary in Section 12.3, a Party shall not be required to use the dispute resolution procedures set forth in Section 12.2 and Section 12.3 with respect to any dispute for which a Party is seeking purely injunctive relief (including a temporary restraining order) or specific performance, and such Party shall be entitled to seek such relief before the federal or state courts located in Corpus Christi, Nueces County, Texas.

Section 12.5 ***Governing Law and Jurisdiction***. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas, without giving effect to conflicts of law principles. The Port Authority and CP agree that if any controversy or claim arising out of or related to this Agreement cannot be resolved in mediation within the deadlines set forth above, then either Party may elect to resolve the controversy or claim through litigation filed and maintained in the federal or state courts located in Corpus Christi, Nueces County, Texas. The Port Authority and CP each submit to the exclusive jurisdiction of said courts and waive the right to change venue.

Section 12.6 ***Entire Agreement; Amendment***. This Agreement contains the entire understanding between the Parties and supersedes any and all prior agreements, understandings, and arrangements, whether written or oral, between the Parties with respect to the matters contained in this Agreement, except for the NDA, which shall remain in full force and effect in accordance with its terms. In the event of a conflict between the body of this Agreement and the terms set forth in any SOW, the terms of the body of this Agreement shall control unless the relevant SOW expressly states that it modifies this Agreement with respect to that SOW and the modification has been agreed by an Authorized Representative of each Party. No amendments, changes, modifications, or alterations of the terms and conditions of this Agreement shall be binding upon either Party unless in writing and signed by an Authorized Representative of each Party.

Section 12.7 ***Assignment***. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, except that either Party may assign or delegate its rights or obligations hereunder to any of its Affiliates upon prior written notice to the other Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 12.8 ***Independent Contractors***. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or other relationship between the Parties other than that of independent contractors. Neither Party shall have authority to bind the other Party or to create any obligation on behalf of the other Party.

Section 12.9 ***No Third Party Beneficiaries***. This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement, except that the Indemnified Persons shall be intended third party beneficiaries of Article 10.

Section 12.10 ***Force Majeure***. Neither Party shall be liable to the other Party for any failure or delay in performance of its obligations under this Agreement (other than payment obligations) to the extent such failure or delay is caused by acts of God, fire, flood, explosion, war, action of Governmental Authority, pandemic, or any other unforeseeable circumstances beyond the reasonable control of the affected Party; *provided* that such non-performance could not have been prevented by reasonable precautions. The affected Party shall promptly notify the other Party of the existence of such circumstances and its probable duration.

Section 12.11 ***Severability***. In the event that any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected, to the extent severable. The Parties shall negotiate in good faith to replace any invalid provision with a valid provision that most closely corresponds with the economic intention of the invalid provision.

Section 12.12 ***Waiver***. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be effective unless in writing and signed by the waiving Party.

Section 12.13 ***Counterparts***. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Electronic signatures complying with applicable Law will be deemed original signatures for purposes of this Agreement.

Section 12.14 ***Rules of Construction***. The Parties acknowledge that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law (including any rule of construction) providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the Effective Date by their duly Authorized Representatives as set forth below.

PORT OF CORPUS CHRISTI AUTHORITY

By: _____

Name: Kent Britton

Title: Chief Executive Officer

CORE POWER (US) INC.

By: _____

Name: Mikal Bøe

Title: President

[*Signature Page*]

APPENDIX A

DEFINED TERMS

Capitalized terms used in this Agreement have the following meanings:

"**AEP**" is defined in Section 2.3.1(a)(iv)(A).

"**Affiliate**" means, with respect to a Party, any other person or entity which is controlled by, under common control with, or controls such Party, where "control" and its derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, or otherwise.

"**Agreement**" is defined in the preamble.

"**Authorized Representative**" means, with respect to a Party, an officer or other authorized signatory of that Party with authority to execute amendments to this Agreement on behalf of that Party.

"**Background IP**" means, with respect to a Party, all Intellectual Property that is (a) Controlled by such Party or any of its Affiliates prior to the Effective Date, or (b) Developed by or for such Party or any of its Affiliates independently of any Work performed under this Agreement and any SOW.

"**Background Materials**" means CP Background Materials and Port Authority Background Materials.

"**Breaching Party**" is defined in Section 11.3.

"**BTM**" is defined in Section 2.3.1(a)(iv)(A).

"**Business Day**" means any day other than a Saturday, Sunday, or U.S. federal holiday.

"**CCAD**" is defined in Section 2.3.1(d)(ii)(B).

"**Claim**" is defined in Section 10.1.

"**Confidential Information**" is defined in the NDA.

"**Control**" means, with respect to Intellectual Property, the ability of a Party to assign, or to grant a license or sublicense to, such Intellectual Property as contemplated in this Agreement without (a) violating the terms of any agreement with, or obligation to, a Third Party, or (b) incurring any requirement to compensate a Third Party in any way, in each case, as of the Effective Date or, if such Intellectual Property is Developed or licensed after the Effective Date, on the date it is first Developed or licensed.

"**COTP**" is defined in Section 2.3.1(b)(iii)(B).

"**CP**" is defined in the preamble.

"**CP Background Materials**" means any of CP's Background IP and any other information, data, materials, analyses, methodologies, or designs concerning CP's FNPP technology, nuclear-propelled commercial vessel technology, and related maritime nuclear technology, products, or business that CP provides as inputs to the performance of any Work, including without limitation FNPP and nuclear-propelled commercial vessel design, engineering, operational, performance, and cost information; FNPP and nuclear-propelled commercial vessel concepts, technical parameters, and operational scenarios; reactor integration analyses; regulatory and licensing analyses and engagement plans; safety, hazard identification, and security analyses; site selection and screening methodologies; and commercial, business model, and offtake structuring analyses.

"**Damages**" is defined in Section 10.1.

"**Deliverable**" means any report, analysis, study, document, drawing, plan, specification, data, software, model, deliverable, or other item delivered or to be delivered by either Party under any SOW.

"**Developed**" means developed, acquired, created, invented, conceived, reduced to practice, or otherwise discovered, in each case, whether jointly or solely by or for a Party or its Affiliates. The term "Development" shall have a correlative meaning.

"**Disclosing Party**" means the Party (including its Affiliates and Relevant Persons) that discloses Confidential Information to the other Party.

"**Effective Date**" is defined in the preamble.

"**EPA**" is defined in Section 2.3.1(a)(ii)(B).

"**ERCOT**" is defined in Section 2.3.1(a)(iv)(A).

"**Export Control Laws**" means all applicable export, re-export, import, sanctions, and embargo laws, rules, and regulations, including without limitation the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774), the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130), the U.S. Department of Energy regulations at 10 C.F.R. Part 810, and the regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control.

"**FNPP**" is defined in the recitals.

"**FNPP Deployment Track**" is defined in Section 2.3.1(a).

"**Foreground IP**" means all Intellectual Property Developed solely by or for a Party or any of its Affiliates, or jointly by both Parties or any of their respective Affiliates, in each case, on or

after the Effective Date in the performance of any Work and which is Controlled by that Party or those Parties.

"**Governmental Authority**" means any legislative, executive, or judicial unit of any governmental or quasi-governmental authority or instrumentality (multinational, national, federal, state, provincial, local, or foreign, international or domestic), or any department, agency, board, bureau, commission, official, or other regulatory, administrative, or judicial authority thereof.

"**HazID**" is defined in Section 2.3.1(c)(i)(A).

"**IAEA**" is defined in Section 2.3.1(b)(i)(B).

"**Indemnified Persons**" is defined in Section 10.1.

"**Indemnifying Party**" is defined in Section 10.1.

"**Intellectual Property**" means all intellectual property rights of any kind, anywhere worldwide, including without limitation: (a) utility patents, design patents, design rights, and all applications for the foregoing (including continuations, divisionals, continuations-in-part, reexaminations or reissues thereof); (b) registered and unregistered trademarks, service marks, trade dress, logos, domain names, and other source identifiers, and all applications and registrations for the foregoing, and all goodwill associated with the foregoing; (c) published and unpublished works of authorship, moral rights, database rights, registered and unregistered copyrights, and all registrations and applications for the foregoing; (d) software (including software implementations of algorithms, models, and methodologies) in source code, object code, or other form, computer programs, technology, and documentation; and (e) trade secrets, know-how, intellectual property rights in ideas and data, inventions, improvements, and other confidential and proprietary information, in whatever form.

"**Joint Work Product**" means any Deliverables, reports, analyses, studies, documents, data, and other materials produced jointly by the Parties in the performance of any Work under any SOW, but excluding (a) CP Background Materials and (b) Port Authority Background Materials.

"**Joint Workstreams Track**" is defined in Section 2.3.1(c).

"**Law**" means all supranational, international, national, state, and local laws, statutes, regulations, orders, rules, codes, or ordinances enacted, adopted, issued, or promulgated by any Governmental Authority or common law.

"**Letter of Collaboration**" is defined in the recitals.

"**MARAD**" is defined in Section 2.3.1(a)(ii)(B).

"**NAS**" is defined in Section 2.3.1(d)(ii)(B).

"**NDA**" is defined in Section 7.1.

"**NEPA**" is defined in Section 2.3.1(a)(ii)(B).

"**NRC**" is defined in Section 2.3.1(a)(ii)(B).

"**Nuclear-Propelled Vessel Calls Track**" is defined in Section 2.3.1(b).

"**Party**" is defined in the preamble.

"**Port**" means the Port of Corpus Christi.

"**Port Authority**" is defined in the preamble.

"**Port Authority Background Materials**" means any of the Port Authority's Background IP and any other information, data, materials, analyses, methodologies, records, or studies concerning the Port Authority's operations, infrastructure, planning, or business that the Port Authority provides as inputs to the performance of any Work, including without limitation site, marine, environmental, geotechnical, hydrological, meteorological, and traffic data relating to the Port Authority and its jurisdiction; port operational data, records, and protocols, including hazardous-cargo operating experience; port infrastructure information, including berthing, mooring, terminal, channel, and utility infrastructure; prior environmental, engineering, planning, and feasibility studies produced by or for the Port Authority; regulatory, permitting, tariff, and operational documentation; and stakeholder, tenant, and end-user information.

"**Project Board**" is defined in Section 3.1.

"**Receiving Party**" means the Party (including its Affiliates and Relevant Persons) that receives Confidential Information from the other Party.

"**Relevant Person**" means with respect to a Party, any of the officers, directors, employees, consultants, agents, professional advisers, insurers, and auditors of such Party or its Affiliates.

"**Senior Executives**" is defined in Section 12.2.2.

"**Sole Foreground IP**" means all Foreground IP that a Party solely Develops without the use of the other Party's Background IP, Background Materials, or Confidential Information.

"**SOW**" means a statement of work approved by the Project Board, describing the scope, Deliverables, timing, resourcing, and other specific terms of a Workstream.

"**Subcontractor**" means with respect to a Party, any subcontractor, consultant, vendor, supplier, or similar Person engaged by that Party to perform any of its tasks or obligations under this Agreement or any SOW.

"**Synthesis and Scoping Track**" is defined in Section 2.3.1(d).

"**Term**" is defined in Section 11.1.

"**Third Party**" means any person or entity other than the Parties or any of their respective Affiliates.

"**Third Party Participant**" is defined in Section 4.1.

"**TPIA**" is defined in Section 7.2.2.

"**USCG**" is defined in Section 2.3.1(a)(ii)(B).

"**Work**" means the services, analyses, studies, deliverables, and other work to be performed by either Party under any SOW.

"**Workstream**" means each discrete work area governed by an individual SOW.

"**WSA**" is defined in Section 2.3.1(c)(i)(B).

AMENDED RESOLUTION AUTHORIZING FUNDING OF THE PORT OF CORPUS CHRISTI PROMOTION AND DEVELOPMENT FUND FOR 2026 AND MATTERS RELATING THERETO

WHEREAS, Port of Corpus Christi Authority of Nueces County, Texas ("***PCCA***") established the Port of Corpus Christi Promotion and 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 (collectively, "***P&D Expenses***"); and

WHEREAS, Section 60.205 of the Water Code provides that Subchapter H authorizes disbursements from the promotion and development fund for unusual purposes and occasions not covered by other law; and

WHEREAS, by Resolution adopted December 9, 2025 (the "***Original Resolution***"), the Port Commission, for calendar year 2026, authorized the setting aside out of current income from its operations a promotion and development fund of the lesser of (i) not more than Five Million Two Hundred Fifty Thousand Dollars ($5,250,000), and (ii) five percent (5%) of its gross income from operations in 2026 (the "***P&D Fund***"); and

WHEREAS, PCCA has budgeted Seven Hundred Twenty-Five Thousand Dollars ($725,000) in 2026 for educational programs associated with Environmental Protection Agency Clean Ports Program Award #02F78201 (the "***EPA Grant Expenditures***") which must be classified as P&D Expenses;

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

Section 1. During the calendar year 2026, PCCA shall set aside out of current income from its operations a P&D Fund of the lesser of (i) not more than Five Million Nine Hundred Seventy-Five Thousand Dollars ($5,975,000), and (ii) five percent (5%) of its gross income from operations in 2026.

Section 2. Money in the P&D Fund shall be used to pay P&D Expenses according to the

PCCA Promotion and Development Fund Policy.

Section 3. Seven Hundred Twenty-Five Thousand Dollars ($725,000) from the P&D Fund may only be used for the EPA Grant Expenditures in 2026.

Section 4. This Amended Resolution was adopted by the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas, at a public meeting of the Port Commission held on August 18, 2026, and supersedes the Original Resolution in its entirety.

* * * * * * * * * * * *

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Rosaura Bailey
Director of Government and Community Affairs
rbailey@pocca.com
361-885-6636

ANTICIPATED STAFF PRESENTER: Rosaura Bailey

Adopt an amended resolution increasing the 2026 Promotion and Development Fund by $725,000 restricted exclusively to eligible expenditures under U.S. Environmental Protection Agency Clean Ports Program, Award No. 02F78201.

SUMMARY: Staff is requesting Port Commission approval of an amended resolution to increase the maximum authorized amount of the 2026 Promotion and Development (P&D) Fund from the lesser of $5,250,000 or five percent (5%) of gross income from operations to the lesser of $5,975,000 or five percent (5%) of gross income from operations.

The additional $725,000 will be restricted exclusively to eligible education and workforce development expenditures associated with the U.S. Environmental Protection Agency Clean Ports Program, Award No. 02F78201.

The amendment is necessary following a determination that these expenditures qualify as promotion and development expenses under Chapter 60 of the Texas Water Code. The increased authorization will ensure sufficient funding capacity to meet the Port's 2026 grant commitments while maintaining the restricted use of the additional funds.

BACKGROUND: In 2024, PCCA was awarded a grant through the U.S. Environmental Protection Agency (EPA) Clean Ports Program. Through this grant PCCA committed to expanding maritime and port industry education and workforce development by instituting the PORT-Able Pathways program, a workforce development strategy designed to build awareness of maritime and port industry careers, strengthen workforce training, and connect students and residents to high-demand employment opportunities across the

Coastal Bend.

While funding will span over three years, for 2026 PCCA has committed $725,000 to support education and workforce partnerships that expand career exploration, workforce training, industry-recognized credentials, scholarships, and workforce pathways supporting the region's maritime and port industries.

Partner	**2026 Commitment**
Ingleside ISD	$300,000
Del Mar College	$150,000
Texas A&M University-Corpus Christi	$150,000
Craft Training Center	$125,000
Total	**$725,000**

The EPA will reimburse 69% of eligible costs, or $500,250, with PCCA providing a 31% local match of $224,750. Because the grant is reimbursement-based, PCCA must first fund the full $725,000 before seeking reimbursement. As a result, sufficient funding authority must be available within the P&D Fund to support the full amount of eligible 2026 expenditures.

Total Eligible Expenditures	**EPA Reimbursement (69%)**	**Port Match (31%)**
$725,000	**$500,250**	**$224,750**

On December 9, 2025, the Port Commission approved the 2026 P&D Fund in an amount not to exceed the lesser of $5,250,000 or 5% of gross income from operations. Following implementation of the EPA Clean Ports Program, Legal determined that PCCA's education and workforce development expenditures under the grant qualify as P&D expenses pursuant to Chapter 60 of the Texas Water Code and, therefore, must be funded through the P&D Fund. Because these expenditures were not included in the original 2026 P&D Fund budget, staff is requesting approval to increase the maximum authorized amount by $725,000, resulting in a revised maximum of the lesser of $5,975,000 or 5% of gross income from operations.

The additional $725,000 will be dedicated exclusively to eligible education and workforce development expenditures associated with EPA Clean Ports Program Award No. 02F78201 and will not be available for other P&D purposes.

ALTERNATIVES: The Port Commission could elect not to approve the amended resolution. However, without the additional 2026 P&D Fund authorization, PCCA would not have an authorized funding source for the EPA Clean Ports education and workforce development activities planned for 2026. As a result, PCCA would be unable to implement these grant-funded activities or request reimbursement from the EPA for eligible expenditures.

CONFORMITY TO PORT PROCUREMENT POLICY: The Procurement Policy does not apply to this agenda item.

STRATEGIC ALIGNMENT: This item supports Strategic Goal 2: Be a Good Business and Community Partner, specifically Objective 8: Develop and deploy PORT-Able Pathways, a workforce training initiative in partnership with local independent school districts (ISDs).

FINANCIAL IMPACT: PCCA's approved 2026 Annual Budget includes $725,000 for EPA Clean Ports education and workforce development activities. This proposed action increases the authorized 2026 P&D Fund by $725,000 to advance those budgeted expenditures through the EPA reimbursement process. This action does not authorize additional project costs; rather, it transfers the budgeted expenditures to the P&D Fund following Legal's determination that these activities qualify as P&D expenditures under Chapter 60 of the Texas Water Code.

STAFF RECOMMENDATION: Staff recommends approval of the amended resolution increasing the authorized 2026 Promotion and Development Fund by $725,000, with the additional funding restricted exclusively to eligible education and workforce development expenditures associated with U.S. Environmental Protection Agency Clean Ports Program Award No. 02F78201.

DEPARTMENTAL CLEARANCES:

Originating Department	Community Relations
Reviewed & Approved	Rosaura Bailey
Legal	Dane Bruun
Executive Staff	Omar Garcia

LIST OF SUPPORTING DOCUMENTS:

Amended Resolution

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Rosaura Bailey
Director of Government and Community Affairs
rbailey@pocca.com
(361) 885-6636

ANTICIPATED STAFF PRESENTER: Rosaura Bailey

Approve a Funding Agreement with Ingleside Independent School District in the amount of $460,000 to establish and implement a Port Industries & Maritime Academy as part of the Port of Corpus Christi Authority's EPA Clean Ports Program, Award #02F78201.

SUMMARY: Staff is seeking Port Commission approval of a Funding Agreement with Ingleside Independent School District in the amount of $460,000 to establish and implement a Port Industries & Maritime Academy as part of the Port of Corpus Christi Authority's EPA Clean Ports Program, Award #02F78201. The Academy will prepare students for careers in the maritime and industrial workforce by expanding career exploration, career and technical education, and workforce pathways aligned with regional industry needs.

BACKGROUND: The Port Industries & Maritime Academy is being developed as an implementation partner under PORT-Able Pathways, the Port's regional workforce development program. The Academy will create a structured pathway for students to explore maritime and industrial careers, participate in aligned career and technical education programs, and transition into postsecondary education, workforce training, or employment.

Ingleside Independent School District was selected as the initial school district partner because of its proximity to Port-related industries, existing career and technical education programs, and ability to build maritime and industrial career awareness beginning in the middle grades. The Academy will expand upon the District's current offerings by integrating career exploration, industry engagement, curriculum development, hands-on learning, and workforce preparation aligned with regional employer needs.

Funding will support the establishment and initial implementation of the Academy,

including program and curriculum development, instructional resources and equipment, student career exploration activities, educator support, industry engagement, and other eligible costs identified in the Funding Agreement. The Academy is intended to create a repeatable workforce pathway model that can connect students to additional PORT-Able Pathways partners, including postsecondary institutions and workforce training providers.

The agreement provides up to $460,000, with $300,000 distributed from the Promotion and Development Fund in 2026 and the remaining $160,000 anticipated in 2027, subject to the terms of the agreement and future funding authorization. The partnership is funded as part of the Port's EPA Clean Ports Program Award and advances the grant's education and workforce development commitments.

ALTERNATIVES: The Port Commission could elect not to approve the Funding Agreement. However, without approval, the Port would be unable to establish the Port Industries & Maritime Academy as proposed and fulfill this portion of its education and workforce development commitments under the EPA Clean Ports Program Award. Approval of the agreement will allow the Port and Ingleside Independent School District to implement the Academy and begin expanding maritime and industrial career pathways for students in the Coastal Bend.

CONFORMITY TO PORT PROCUREMENT POLICY: The Procurement Policy does not apply to this agenda item.

STRATEGIC ALIGNMENT: This item supports Strategic Goal 2: Be a Good Business and Community Partner, specifically Objective 8: Develop and deploy PORT-Able Pathways, a workforce training initiative in partnership with local independent school districts (ISDs).

FINANCIAL IMPACT:

Funding Source / Distribution	**Amount**
Total Funding Agreement	**$460,000**
2026 Distribution (P&D Fund)	**$300,000**
2027 Distribution (Subject to approval of P&D Fund)	**$160,000**

The proposed Funding Agreement authorizes an amount not to exceed $460,000 to establish and implement the Port Industries & Maritime Academy. The FY2026 Promotion and Development Fund includes $300,000 for the initial implementation of the Academy, with the remaining $160,000 anticipated in FY2027, subject to annual P&D budget approval and the terms of the agreement. Funding supports the Port's education and workforce development commitments under the EPA Clean Ports Program Award.

STAFF RECOMMENDATION: Staff recommends the Port Commission approve a Funding Agreement with Ingleside Independent School District in the amount of $460,000 to establish and implement a Port Industries & Maritime Academy as part of

the Port of Corpus Christi Authority's EPA Clean Ports Program, Award #02F78201.

DEPARTMENTAL CLEARANCES:

Originating Department	**Community Relations**
Reviewed & Approved	Rosaura Bailey
Legal	Dane Bruun
Executive Staff	Omar Garcia

LIST OF SUPPORTING DOCUMENTS:

Funding Agreement

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into and effective this 18th day of August, 2026 (the "Effective Date"), by and between Ingleside Independent School District ("IISD") and the Port of Corpus Christi Authority of Nueces County, Texas ("Port Authority").

RECITALS:

WHEREAS, the Port Authority 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 Authority 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 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, Port Authority is the prime recipient of United States Environmental Protection Agency (EPA) Clean Ports Program Award # 02F78201 (the "EPA Award") which will fund zero-emission equipment and educational programs with local educational institutions; and

WHEREAS, IISD seeks funding to establish and implement a Port-Industries and Maritime Academy that prepares students for careers in the maritime and industrial workforce through career and technical education, industry-recognized certifications, experiential learning opportunities, industry engagement, curriculum enhancements, and postsecondary pathway alignment (the "Project"); and

WHEREAS, the Project supports regional workforce development objectives by creating sustainable educational pathways that strengthen the talent pipeline for industries operating within and supporting the Port of Corpus Christi and the Coastal Bend region;

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. Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

2. Grant Funds: The Port Authority agrees to pay the IISD the total sum of **Four Hundred and Sixty Thousand Dollars ($460,000)** (the "Grant Funds") for the purpose of funding the Project described in the Recitals.

3. Payment Schedule: Payment of Grant Funds are subject to Section 18 and the IISD's compliance with this Agreement. The Grant Funds will be paid over a two-year period with the first installment being paid within ten (10) days of the Effective Date. Funding shall be distributed as follows: (i) $300,000 during calendar year 2026; and (ii) $160,000 during calendar year 2027.

4. Purpose of Funding: Grant Funds shall be used solely to support the implementation and operation of the Ingleside ISD Maritime Academy, including but not limited to:

a. Maritime curriculum development and enhancement
b. Career and Technical Education program implementation
c. Industry-recognized certifications and credentialing opportunities
d. Instructional equipment, materials, and supplies
e. Industry engagement activities, field experiences, and career exploration
f. Professional development and instructor training
g. Postsecondary and workforce pathway alignment activities
h. Student participation in maritime and industry-related learning experiences

5. Performance Requirements: IISD agrees to utilize Grant Funds solely for the Project, maintain the Port-Industries and Maritime Academy, provide semi-annual progress reports, present updates upon request, and submit a final report at project completion. IISD agrees to:

a. Utilize Grant Funds solely for the Project described herein.
b. Maintain a Port-Industries and Maritime Academy program aligned with the objectives outlined in the approved program plan.
c. Provide semi-annual progress reports summarizing activities completed, student participation, experiential learning plan established and implemented, partnerships established, (1) FTE hired and expenditures incurred.
d. Present a project update to the Port Commission or Port Authority staff upon request.
e. Submit a final report upon completion of the Project term.

6. Project Outcomes: Both parties acknowledge that intended outcomes of the Project include:

a. Increased student awareness of maritime and industrial careers.
b. Support in the expansion of Port-Industries and Maritime-related Career and Technical Education opportunities.

c. Increased attainment of industry-recognized credentials.
d. Strengthened alignment between secondary education, postsecondary education, and workforce needs.
e. Development of a sustainable Port-Industries and Maritime workforce pipeline within the Coastal Bend region.

7. Term. The term of this Agreement shall commence on the Effective Date and continue through December 31, 2028, unless terminated earlier pursuant to the terms of this agreement.

8. Warranties. IISD warrants and represents to Port Authority the following:

a. IISD is a political subdivision of the State of Texas, validly existing and in good standing under the laws of the State of Texas, and has the authority to enter into and perform the terms of this Agreement.

b. IISD acknowledges that the funds transferred under this Agreement must be utilized solely for purposes authorized under State law and by the terms of this Agreement.

c. The person executing this Agreement on behalf of IISD is duly authorized to execute this Agreement on behalf of IISD.

9. Publicity. A Party may publicly disclose information about the award of this grant, including the other Party's name, the total amount awarded, and a description of the Project, provided that a Party obtains prior written approval before using the other Party's name for promotional purposes or logo for any purpose.

10. Governing Law and Venue. In carrying out the Project, IISD will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party. 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.

11. Reliance. IISD acknowledges that Port Authority has relied on the information provided to Port Authority by the IISD related to the Project. IISD represents that the Port Authority may continue to rely on this information and on any additional information IISD provides regarding activities, progress, and use of Grant Funds.

12. Term. The term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2028, unless sooner terminated as provided in this Agreement.

13. Events of Default by IISD. The following events constitute a default of this Agreement by IISD:

a. Port Authority determines that any representation or warranty on behalf of IISD contained in this Agreement or in any report or information submitted to the Port Authority in connection with this Agreement was incorrect or misleading in any material respect when made.

b. Any judgment is assessed against IISD or any attachment or other levy against the property of IISD with respect to a claim under this Agreement remains unpaid, undischarged, or not dismissed for a period of 120 days.

c. IISD makes an assignment of funds received under this Agreement for the benefit of creditors.

d. IISD files a petition in bankruptcy or is adjudicated insolvent or bankrupt.

e. IISD fails to comply with one or more terms of this Agreement.

14. Notice of Default. Should the Port Authority determine that IISD is in default according to the terms of this Agreement, the Port Authority shall notify IISD in writing of the event of default and provide 30 days from the date of the notice ("Cure Period") for IISD to cure the event of default.

15. Results of Uncured Default by IISD.

a. IISD shall immediately repay all unexpended funds paid by Port Authority to it under this Agreement.

b. At Port Authority's request, IISD will immediately repay any portion of Grant Funds used or committed in material breach of this Agreement, as determined by Port Authority in its discretion.

c. Upon payment by IISD of all sums due, the Port Authority and IISD shall have no further obligations to one another under this Agreement.

16. 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 of IISD's default may not be considered an estoppel against the Port Authority.

d. It is expressly understood that if at any time IISD is in default in any of its conditions or covenants of this Agreement, the failure on the part of the Port Authority to promptly avail itself of the rights and remedies that the Port Authority may have, will not be considered a waiver on the part of the Port Authority, but Port Authority may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

17. Limitation of Liability. IISD specifically agrees that Port Authority shall not be liable to IISD for any actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any act of default by Port Authority under the terms of this Agreement. Payment by Port Authority is strictly limited to those funds so allocated, budgeted, and collected solely during the term of this Agreement.

18. Return of Funds. Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be returned promptly to Port Authority, applied to another Port Authority-funded project (current or under consideration), or applied to another mutually-agreed upon purpose, as directed in writing by Port Authority.

19. Record Keeping. IISD will maintain complete and accurate accounting records and copies of any reports submitted to Port Authority relating to the Project. IISD will retain such records and reports for five (5) years after Grant Funds have been fully spent. At Port Authority's request, IISD will make such records and reports available to enable Port Authority to monitor and evaluate how Grant Funds have been used or committed.

20. Source of Funds. Any payments made to IISD by Port Authority pursuant to this Agreement shall be made with funds in Port Authority's Development Fund.

21. 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.

22. 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 Port Authority shall at no time be responsible or liable for the acts of IISD or IISD's agents or employees. In no event shall Port Authority be liable (i) for the performance of any contracts made by IISD with any other person or entity or (ii) for any damages, injuries, or losses charged to or adjudged against IISD arising from its operations or the use or maintenance of its facilities. Port Authority shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with this Agreement beyond the Grant Amount.

23. Survival. A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

24. Entire Agreement, Conflicts, and Amendments. This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. If there is a conflict between this Agreement and IISD's grant proposal or budget, this Agreement will prevail. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

25. Notices and Approvals. 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 Authority:
Chief Executive Officer
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi, Texas 78403
Ph: (361) 882-5633

If to the IISD:
Ingleside Independent School District
2739 Mustang Dr.
Ingleside, Texas 78362
Ph: (361) 777-7734

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.

26. Severability. Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

27. Assignment. IISD may not assign, or transfer by operation of law or court order, any of IISD's rights or obligations under this Agreement without Port Authority's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

28. Mandatory EPA Grant Terms.

a. IISD agrees to comply with the terms and conditions of this Agreement which include the EPA "flow down" requirements in the Special Terms and Conditions attached hereto. IISD also agrees to apply the terms and conditions of this Agreement to all of its subcontractors (if appropriate) and to require their strict compliance therewith.

b. Failure to comply with the terms and conditions of this Agreement may result in the imposition of additional conditions to the Award to the Port Authority (Prime Recipient), which are consistent with 2 C.F.R. § 200.208. If EPA determines that noncompliance cannot be remedied by imposing additional conditions, EPA may temporarily withhold or disallow reimbursement of costs, suspend or terminate the Award, and/or other available remedies under 2 C.F.R. § 200.339.

c. IISD will apply the procurement standards in 2 C.F.R. Part 200 to procurements made with funds provided by or matched under this Agreement.

d. The EPA General Terms and Conditions, effective October 1, 2024 ("T&C"), apply to this Agreement and are incorporated herein by reference. The T&C may be found at: General Terms and Conditions.

e. In the event of a conflict between terms of this Agreement and the Mandatory EPA Grant Terms, the Mandatory EPA Grant Terms shall control.

29. Counterparts and Electronic Signatures. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

[Signature page follows this page.]

IN WITNESS WHEREOF, this Agreement is made effective as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Name: Kent A. Britton
Title: Chief Executive Officer
Date: _____

INGLESIDE INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SPECIAL TERMS AND CONDITIONS

CLAUSE 1. FINAL APPROVED WORKPLAN AND MODIFICATIONS

1. Subrecipient agrees to carry out its project in accordance with the final approved workplan.

2. Subrecipient is required to report deviations from budget or project scope or objective, and must request prior written approval from Prime Recipient for:

    a. any change in the scope or objective of the project (even if there is no associated budget revision requiring prior written approval);

    b. any planned change in key personnel (including those of employees and contractors) that are identified by name or position in the Federal award specified in the application or workplan; unplanned disengagement from the project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or project manager; unplanned changes to key personnel or changes outside of Subrecipient's control shall be reported by Subrecipient immediately, and Subrecipient shall provide a plan for replacement of the personnel within one week of such notice;

    c. The inclusion of costs that require prior approval in accordance with 2 CFR Part 200 Subpart E—Cost Principles or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable;

    d. the transfer of funds budgeted for participant support costs to other budget categories as defined in 2 CFR Section 200.1 Definitions to other categories of expense;

    e. unless described in the final approved Work Plan and Budget, the sub-awarding, transferring or contracting out of any work under the award; subcontractors to Subrecipient that are used to assist in completing the Work Plan do not need to be approved;

    f. changes in the total approved cost-sharing provided by Subrecipient; or the need arises for additional Federal funds to complete the project.

Requests for proposed modifications to the approved workplan or budget, including additions, deletions, or changes in the schedule, must be submitted in a timely manner to the Prime Recipient for approval, to minimize project delays. Depending on the type or scope of changes, a formal amendment to the award may be necessary. Major project modifications (including changes to the approved types and number of partners and equipment, or to the approved project partners and location(s)) may not be allowed.

CLAUSE 2. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, Subrecipient agrees to complete and submit performance reports to the Prime Recipient using reporting template(s), including the approved Clean Ports Project Reporting Template (EPA Form Number: 5900-690 or future revisions, as applicable), which will be provided by the Prime Recipient. The purpose of performance reports is to provide updates on implementation of the project, including information on each of the following areas:

1. A comparison of accomplishments to the outputs/outcomes established in the work plan for the reporting period, including detailed technical information on new mobile equipment and electric charging and hydrogen fueling infrastructure deployed, and the retirement of older equipment, as appropriate;

2. The reasons why any established outputs/outcomes were not met;

3. Additional information, analysis and explanation of cost overruns or higher than-expected-unit costs; and

4. As applicable, information related to good jobs metrics and workforce training outcomes in accordance with information collection instrument through General Performance Reporting for Assistance Programs (EPA ICR Number 2802.01, OMB Control Number 2090-NEW).

Additionally, Subrecipient agrees to notify the Prime Recipient when a significant development occurs that could impact the Subaward. Examples of significant developments can include:

- events that enable meeting milestones and objectives sooner or at less cost than anticipated;

- events that produce different beneficial results than originally planned; or

- problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the Subaward, including outputs/outcomes specified in the work plan.

If a significant development negatively impacts the Subaward, Subrecipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

The final project report will include all categories of information required for semi-annual reporting, including a final, detailed description of all zero-emission technology deployment activities completed at each project location. The final project report will also include a narrative summary of the project and the successes and lessons learned for the entire project.

Performance Reports - Frequency

Throughout the 4-year performance period, Subrecipient agrees to submit semi-annual performance reports to the Prime Recipient a minimum of twenty (20) days prior to the EPA due date for each semi-annual reporting period. The semi-annual reporting periods are:

January 1 – June 30: Report due date July 30. Subrecipient due date to PCCA: July 10.

July 1 – December 31: Report due date January 30, Subrecipient due date to PCCA: January 10.

Additional reporting may be required if the grant is extended or at the discretion of the EPA Project Officer. Subrecipient must submit the final performance report to the Prime Recipient no later than 120 calendar days after the end date of the period of performance.

Subaward Performance Reporting

The Prime Recipient will submit reports to EPA on subaward monitoring activities under 2 CFR 200.332(e). Examples of items that must be reported are:

1. Summaries of results of reviews of financial and programmatic reports.

2. Summaries of findings from site visits and/or desk reviews to ensure effective Subrecipient performance.

3. Environmental results the Subrecipient achieved.

4. Summaries of audit findings and related pass-through entity management decisions.

5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(f), 2 CFR 200.208, and the 2 CFR Part 200.339

CLAUSE 3. CYBERSECURITY CONDITION

If the Subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or the EPA's Central Data Exchange, Subrecipient agrees that when collecting and managing environmental data under this Subaward, it will protect the data by following all applicable state cybersecurity requirements.

The EPA must ensure that any connections between the Subrecipient's network or information system and EPA networks used by Subrecipient to transfer data under this Subaward, are secure. For purposes of this Clause, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If Subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or the EPA's Central Data Exchange, Subrecipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this Subaward and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as

appropriate. This condition does not apply to manual entry of data by Subrecipient into systems operated and used by the EPA's regulatory programs for the submission of reporting and/or compliance data.

Nothing in this condition requires the Prime Recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and the EPA.

The Parties do not anticipate that Subrecipient's network or information system will connect to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or the EPA's Central Data Exchange.

CLAUSE 4. PROJECT TRANSPARENCY

If required in the final approved workplan, Subrecipient agrees to engage with near-port communities about the project during the performance period. Examples of appropriate community engagement during the project period are outlined on pg. 45 of the Notice of Funding Opportunity. Community engagement activities conducted as part of the final approved workplan should be reported in performance reporting described in Programmatic Term and Condition B (Performance Reporting and Final Performance Report).

Subrecipient agrees to publicly share, such as on a webpage, a detailed written summary of the results of the emissions inventory and/or emission reduction plan included in the final workplan.

CLAUSE 5. AUTOMATED STANDARD APPLICATION PAYMENTS (ASAP) AND PROPER PAYMENT DRAW DOWN

Prime Recipient is subject to the Automated Standard Application Payments (ASAP) and Proper Payment Draw Down General Term and Condition. See the "Financial Information" section of the T&C.

Prime Recipient is required to notify the EPA Project Officer of draws from ASAP in excess of 50% of the award within a 24-hour period. Prime Recipient is required to provide such notification within 3 business days of the draw amount being surpassed.

<u>Reimbursement Requests Generally</u>

Only the Prime Recipient may submit reimbursement requests to EPA. The Subrecipient must submit reimbursement requests to the Prime Recipient, which is responsible for conveying reimbursement requests to EPA on behalf of the Subrecipient. The Subrecipient may not submit reimbursement requests directly to EPA. Within ten (10) business days of the Prime Recipient's receipt of a reimbursement request from Subrecipient, the Prime Recipient will (i) submit a reimbursement requests to EPA for all unquestioned or denied costs and (ii) inform Subrecipient of any questioned or denied costs, and provide Subrecipient with a detailed explanation of the basis for the question or denial. Prime Recipient shall issue payment to Subrecipient within ten (10) business days of its receipt of payment from the EPA. The Parties will follow the payment

procedures contained in the Special Terms and Conditions of the Award.

Documentation Required

Upon reasonable request by the Prime Recipient, the Subrecipient is required to provide Prime Recipient with additional supporting documentation to explain or justify particular expenditures for which it is seeking reimbursement.

Cost Share Reporting

Every reimbursement request must show the Federal and non-Federal cost share contribution for the invoice period and the method by which the Subrecipient calculated the total Federal share and non-Federal cost share, unless the Subrecipient receives advance written authorization from the Prime Recipient to report its compliance with its cost sharing obligations on a monthly or quarterly basis.

CLAUSE 6. PUBLIC OR MEDIA EVENTS

Subrecipient agrees to notify the Prime Recipient of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal and Prime Recipient representatives with at least ten (10) working days' notice.

CLAUSE 7. PROGRAM BENEFICIARY

Subrecipient must abide by requirements to ensure that the funds are used only for authorized purposes.

CLAUSE 8. UNIFORM GRANT GUIDANCE REQUIREMENTS (UGG)

As a for-profit entity, Subrecipient agrees to comply with applicable Subparts A through F of the Uniform Grant Guidance (2 CFR Part 200) and the Federal cost principles applicable to for-profit entities located at 48 CFR Part 31 with the exception that the method of payment for this Agreement is "reimbursement" rather than "advance." This compliance includes being subject to the same requirements as non-profit subrecipients under 2 CFR Part 200 Subparts A through E, and selecting an independent auditor consistent with the criteria set forth in 2 CFR 200.509 and obtaining an independent audit substantially similar in scope and quality to that of the Single Audit.

Neither the Prime Recipient nor the EPA will be parties to these transactions. If the EPA funds are used to purchase goods or services, Subrecipient agrees to compete the contracts for those goods and services and conduct cost and price analyses to the extent required by the fair and open competition for procurement provisions of 2 CFR §§200.318 – 327. Approval of a funding application does not relieve Subrecipient of its obligation to compete service contracts and conduct cost and price analyses.

CLAUSE 9. QUALITY ASSURANCE

Authority: Quality Assurance applies to all assistance agreements involving environmentally related data operations, including environmental data collection, production, or use. 2 CFR 1500.12 Quality Assurance.

Subrecipient shall develop and implement a Quality Assurance (QA) planning document in accordance with this Clause.

1. Quality Management Plan (QMP)

Prime Recipient has received a regulatory exemption from developing a Quality Management Plan (QMP) as this is a short-term special project or a project of limited scope. An approved Region 6 QMP compliant with ANSI/ASQC E-4 and/or EPA QA/R-2 currently exists for Prime Recipient and is on file with the EPA Region 6 Regional Quality Assurance Manager as identified by QTRAK number 20-408. Subrecipient shall comply with the QMP on file with the EPA.

2. Quality Assurance Project Plan (QAPP)

Prior to beginning environmental information operations, Prime Recipient has developed a QAPP which includes reference to Subrecipient. Once approved by EPA, Prime Recipient will provide a copy of the approved QAPP to Subrecipient.

CLAUSE 10. CLIMATE RESILIENCE

To the extent practicable, Subrecipient agrees to incorporate current and future climate change risk in planning, siting, design, and operation of the project. Approaches for incorporating climate change risk may make use of climate change data and information (e.g., projections and emission scenarios) that are reflective of the project's anticipated lifespan. This includes consideration of the climate change risks posed to the individuals, communities, local governments, organizations, or other entities served by the project over its anticipated lifespan.

CLAUSE 11. USE OF LOGOS

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, the EPA logo must not be prominently displayed in a way that may imply that any of the Subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that Subrecipient received financial support from the EPA under a Grant Agreement. More information is available at: https: //www.epa.gov/stylebook/using-epa-seal-and-logo#policy

CLAUSE 12. BUILD AMERICA, BUY AMERICA (BABA) REQUIREMENTS

Subrecipient must comply with the Buy America sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA)

(P.L. 117-58, §§70911-70917). The BABA requirements apply to expenditures for projects for which funds have been obligated on or after May 14, 2022 under a Federal financial assistance program for infrastructure, unless the expenditures are subject to an EPA-approved waiver. The BABA provisions require that all of the iron, steel, manufactured products, and construction materials used in these projects be produced in the United States. The BABA sourcing requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-federal funds under one or more awards.

Subrecipient must implement these requirements in its procurements, and these requirements must be included in the terms of all subawards and contracts at any tier. For descriptions of general applicability waivers, legal definitions and sourcing requirements, pass-through entities and subrecipients must consult EPA's BABA website.

When supported by a rationale provided in Section 70914 of the IIJA, Subrecipient may submit a project-specific waiver to EPA. Guidance on the submission instructions of an EPA waiver request will be available on the EPA BABA website. A list of approved EPA waivers is available on the EPA BABA website.

CLAUSE 13. ELIGIBLE AND INELIGIBLE PROJECT COSTS

1. Project Implementation Costs: Eligible project costs include those costs directly related to the implementation, management, and oversight of the project, including the proportion of Subrecipient personnel and benefit costs expended in relation to the Subaward, equipment, contractual, travel, supplies, subgrants and rebates, and indirect costs. See 2 C.F.R. Part 200, Sections 200.412-200.415.

2. Zero-Emissions (ZE) Mobile Equipment Costs.

    a. Subrecipient shall only use assistance funding to purchase ZE mobile equipment that will directly serve the Port of Corpus Christi for a minimum of three years.

    b. For purposes of this assistance program, zero emission mobile equipment is that which can move to a different location by means of an onboard powertrain as part of normal operations and produces zero tailpipe emissions of any criteria pollutant, air toxics, or greenhouse gas other than water vapor. Eligible zero emission mobile equipment is limited to electric and hydrogen fuel cell technologies.

    c. Eligible project costs include the purchase and deployment of new eligible battery-electric or hydrogen fuel cell vehicles, vessels, powertrains, and other mobile equipment that directly serve the Port of Corpus Christi for a minimum of three years according to the following minimum parameters for each mobile equipment category.

        i. Cargo handling equipment (terminal tractors, forklifts, top handlers, side picks, straddle carriers, etc.): at least 90% of annual usage (hours) will take place at the port identified in the award.

ii. Drayage Trucks: at least 100 visits/year will take place at the port identified in the award.

iii. Locomotives (switchers, railcar movers): (1) at least 75% of its annual usage (hours) will take place at the port identified in the application, (2) shall visit the port identified in the award on a minimum of 200 days per year, and (3) must exclusively perform short-haul runs between the port identified in the award and a second point of rest, e.g., a terminal, interchange, or yard.

iv. Harbor craft and other vessels (commercial vessels, tugs, ferries, patrol boats, workboats, dredges, pilot boats, barges, etc.): at least 60% of its annual usage (hours and port visits) will take place at the port identified in the award.

v. Other eligible mobile source equipment: at least 90% of annual usage (hours and operating days) must take place at the port identified in the award.

d. Mobile equipment must be human-operated and human-maintained.

e. Subrecipient shall not use assistance funding for any of the following types of equipment or activities:

i. Equipment which uses a non-ZE powertrain, including hybrid technologies powered in part by internal combustion engines, unless the non-ZE power source is mandated by safety regulations, and functions solely as a source of emergency backup power.

ii. First-of-a-kind demonstration and pilot projects designed to determine the technical feasibility and economic potential of technologies at either a pilot or prototype stage.

iii. Research and development projects. Research is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. Development is defined as the systematic use of knowledge and understanding gained from research, and directed toward the production of technologies, devices, systems, or methods, including design and development of prototypes and processes.

iv. Ship modifications to allow vessels to accept shore-based electrical power, unless the modification is part of a project to replace the internal combustion engine(s) of a marine vessel with a ZE powertrain.

v. Light-duty vehicles.

vi. Expenses related to repowering and/or replacing engines for existing on-road vehicles.

vii. Expenses related to replacing internal combustion engines in existing nonroad equipment, locomotives, and marine vessels with ZE powertrains where the updated nonroad equipment, locomotive, or marine vessel includes a non-ZE powertrain, unless the non-ZE power source is mandated by safety regulations, and functions solely as a

source of emergency backup power.

viii. Expenses related to replacing cabs, axles, paint, brakes, mufflers, or any other parts or materials that are not required to ensure the effective installation and functioning of the replacement of an internal combustion engine in existing nonroad equipment, locomotives, or marine vessels with a ZE powertrain.

3. Fueling Infrastructure Costs:

a. Subrecipient agrees that any infrastructure purchased or installed using EPA assistance funding may only be used to purchase or install infrastructure which will directly serve the Port of Corpus Christi for a minimum of three years and according to the following parameters:

i. All infrastructure (except for vessel shore power) must directly serve eligible ZE mobile equipment purchased as part of the subaward. However, equipment not purchased as part of the grant may also utilize the fueling infrastructure.

ii. Infrastructure serving any mobile equipment (besides drayage trucks and locomotives) must be located on-site or in close proximity to port facilities identified in the Subaward.

iii. Infrastructure serving drayage trucks or locomotives must be located on-site or in close proximity to port facilities identified in the application, or at the first point of rest from the port facilities identified in the award (i.e., a terminal, depot, interchange, or yard where an eligible ZE mobile equipment purchased as part of the grant will fuel). The port facilities identified in the application are located in Nueces County and San Patricio County. The Prime Recipient's jurisdiction is coterminous with the boundaries of Nueces County and San Patricio County.

b. Infrastructure must be human-operated and human maintained.

c. For shore power projects, shore power-capable vessels docked at a berth where shore power is available must be required to turn off the vessel's engines and use the shore power system, with limited exceptions for extreme circumstances.

d. Electric charging infrastructure must be located at or behind the meter (on the customer side) except for minor grid upgrades in front of the meter (utility side) if the work is necessary to connect an eligible charging station to the electric distribution network.

e. Alternating Current (AC) Level 2 charging infrastructure must be EPA ENERGY STAR certified at the time of purchase.

f. Electric charging infrastructure must meet the following installation requirements: Electricians installing, operating, or maintaining electric charging infrastructure purchased through this program are required to be certified under the Electric Vehicle

Infrastructure Training Program or another program approved by the EPA in consultation with the Department of Labor and Department of Transportation. For projects requiring more than one electrician, at least one of the electricians performing each phase of the infrastructure work should meet the requirements above.

g. Subrecipient agrees not to use EPA assistance funding for any of the following ineligible infrastructure costs:

   i. Front of the meter costs related to purchase or installation of electric infrastructure. This includes but is not limited to: major grid upgrades to utility-owned power distribution equipment (such as longer power line extensions, improvements to offsite power generation, bulk power transmission, or substations); transformers located on the utility side of the meter and their installation; and operation and maintenance performed on utility systems.

   ii. Infrastructure which relies on air polluting components (e.g., backup generators or auxiliary power units), unless the non-ZE component is mandated by safety regulations, and functions solely as an emergency backup power source.

   iii. Power generation systems (including non-renewable powered backup generators), except for solar and wind power generation systems that primarily power mobile equipment and which are located on land.

   iv. Hydrogen production systems (e.g., electrolyzers, conversion facilities), associated infrastructure, and their installation.

   v. Transmission (e.g., piping and pipelines) and/or transportation of hydrogen outside of the port.

h. Marine shore power projects must meet applicable international shore power design standards (IEC/ISO/IEEE 80005-1:2019/AMD 2:2023 High Voltage Shore Connection Systems or the IEC/PAS 80005-3:2014 Low Voltage Shore Connection Systems).

i. Solar or wind power generation systems must be located on land in close proximity to the port facilities identified in the award; or at the first point of rest from the port facilities for infrastructure serving drayage trucks or locomotives. Offshore wind and floating solar/wind infrastructure purchases and installation are not permitted.

4. Ineligible Technology Deployment Support Costs: Subrecipient may not use EPA assistance funding for the following purposes:

   a. Feasibility assessment of ZE technology. Technology feasibility assessment is a preliminary exploration of a candidate technology to determine its merits and viability for successful deployment in regular service. A feasibility assessment can include the evaluation of key technical, operational, labor, economic, legal/regulatory, and deployment (timeline/schedule) issues. Feasibility assessment results are used to create a

realistic project plan, schedule, and budget.

b. Costs for resiliency measures not directly related to protecting equipment purchased as part of the grant award from extreme weather events.

c. Leasing vehicles or equipment. If financing is necessary, the purchase should be financed with a conventional purchase loan.

d. Fuel and electricity expenses.

5. Other Ineligible Costs: As proscribed in Section 825 of the National Defense Authorization Act, no funds may be awarded to an entity that uses in part or in whole: the national transportation logistics public information platform (commonly referred to as 'LOGINK'); any national transportation logistics information platform provided by or sponsored by the People's Republic of China, or a controlled commercial entity; or a similar system provided by Chinese state-affiliated entities.

CLAUSE 14. AUDIT

a. Audits Generally

The Subrecipient is required to provide information, documents, site access, or other assistance requested by the Prime Recipient or Federal auditing agencies (e.g., EPA Inspector General, Government Accountability Office) for Prime Recipient to meet its obligations under the EPA award.

b. Government Audits

Consistent with 2 C.F.R. §200.503(b), EPA may audit the Subrecipient's financial records or administrative records relating to this Subaward at any time.

EPA may conduct a final audit of Subrecipient's financial records at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Subrecipient is required to refund to EPA any payments for costs that were determined to be unallowable.

c. Compliance Audits for For-Profit Subrecipients

For-profit Subrecipients are required to comply with the annual compliance audit requirements in 2 C.F.R. 910 Subpart F. An audit conducted in accordance with this part must be in lieu of any financial audit of EPA awards which a for-profit entity is required to undergo under any other Federal statute or regulation.

d. Final Incurred Cost Audit

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, EPA reserves the right to initiate a final incurred cost audit on this Subaward. If the audit has not been performed or

completed prior to the closeout of the award, EPA retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

CLAUSE 15. RECORD RETENTION

Consistent with 2 C.F.R. § 200.334, the Subrecipient is required to retain records relating to this Subaward for three years after the end of the project period, unless one of the following exceptions applies:

(i) If any litigation, claim, or audit is started before the expiration of the three-year period, the Subrecipient is required to retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(ii) The Subrecipient is required to retain records for any real property or equipment acquired with Federal funds for three years after final disposition of the real property or equipment.

(iii) The Subrecipient is not required to retain records after the end of the project period if EPA agrees to maintain the records.

Copies of records may be substituted for originals.

CLAUSE 16. OPERATION AND MAINTENANCE

Subrecipient will ensure the continued proper operation and maintenance of equipment and devices funded under this Subaward. Such equipment and infrastructure shall be operated and maintained for the expected lifespan of the specific measure and in accordance with commonly accepted design standards and specifications. The Subrecipient shall include a provision in every applicable sub-agreement awarded under this grant requiring that the equipment and devices funded under this Subaward be properly operated and maintained.

CLAUSE 17. FOREIGN ENTITY OF CONCERN

Awarded funds may not be used by Subrecipient for the purchase of a crane manufactured by (A) any entity owned by, controlled by, or subject to the direction of a government of a covered nation "covered nation" as defined at 10 U.S.C. § 4872(d); or (B) any entity headquartered in a covered nation "covered nation" as defined at 10 U.S.C. § 4872(d).

As of the date these terms and conditions become effective, covered nations under 10 U.S.C. § 4872(d) are the Democratic People's Republic of North Korea; the People's Republic of China; the Russian Federation; and the Islamic Republic of Iran.

CLAUSE 18. EMISSIONS INVENTORIES

Subrecipient agrees to follow the EPA's Port Emissions Inventory Guidance, when developing

the emissions inventories included in the workplan (if applicable). This guidance may be found at:

https://www.epa._gov/ports-initiative/port-and-goods-movement-emission-inventories.

CLAUSE 19. COMPETENCY POLICY

RESERVED

CLAUSE 20. GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at https://www.fgdc.gov/.

CLAUSE 21. MANDATORY COST SHARE REQUIREMENT

This Subaward and the resulting federal funding share (as shown under "Notice of Award" in the award document) is based on estimated costs requested in the final approved workplan. While actual total costs may differ than those estimates, Subrecipient is required to provide no less than its cost-share percentage outlined below, as applicable, of the final Zero-Emission (ZE) Technology Deployment Grant Competition costs. The EPA's participation shall not exceed the total amount of federal funds awarded or the maximum federal cost-share percentages outlined below, as applicable, of the final equipment costs. Subrecipient must satisfy any applicable cost share requirements with allowable costs as set forth in 2 CFR § 200.306. The cost share requirement is as follows:

Tier B (Water or Dry Ports): EPA Share of Total Project Cost (Maximum) = 90.00%, Mandatory Cost Share of Total Project Costs = 10.00%

Total Project cost refers to total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

CLAUSE 22. VOLUNTARY COST SHARE

The Prime Recipient's award from EPA and the resulting federal funding of $105,000,000 is based on estimated costs requested in the Prime Recipient's application at the later of (a) the time this funding opportunity closed on May 28, 2024, or (b) when negotiations concluded. Included in these costs is a voluntary cost-share contribution of $47,173,913 by the Prime Recipient and Subrecipients in the form of a voluntary cost-share or overmatch (providing more than any minimum mandatory cost-share) that the Prime Recipient included in the proposal dated January 3, 2025. The Prime Recipient and Subrecipients must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to the Grant Agreement. While actual total costs may differ from the estimates in the application, the EPA's participation shall not exceed the total amount of federal funds awarded.

NOTE: There is no Subrecipient voluntary cost-share contribution associated with this

Subaward.

CLAUSE 23. LEVERAGED RESOURCES FOR COMPLEMENTARY INITIATIVES

The Subrecipient agrees to provide the proposed leveraged funding, including any Voluntary Cost-Share contribution or overmatch, that is described in the proposal dated January 13, 2025. If the proposed leveraging does not materialize during the period of performance, and the Subrecipient does not provide a satisfactory explanation, the EPA may consider this factor in evaluating future proposals from the Subrecipient. In addition, if the proposed leveraging does not materialize during the period of performance then the EPA may reconsider the legitimacy of the Subaward; if the EPA determines that the Subrecipient knowingly or recklessly provided inaccurate information regarding the leveraged funding described in the proposal dated December 30, 2024, the EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

CLAUSE 24. EQUIPMENT DISPOSITION

In accordance with 2 CFR 200.313, when original or replacement equipment acquired under this Subaward is no longer needed for the original project or program or for other activities currently or previously supported by the EPA, Subrecipient must comply with the disposition instructions provided by the EPA Project Officer. Disposition instructions will be one of the following:

1. Equipment with a current fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further obligation to the EPA.

2. Except as provided in 2 CFR 200.312(b), or if EPA fails to provide requested disposition instructions within 120 days, items of equipment with a current fair market value in excess of $10,000 (per unit) may be retained or sold by Subrecipient. EPA is entitled to an amount calculated by multiplying the percentage of the EPA's contribution towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, EPA may permit Subrecipient to retain, from the Federal share $1,000 of the proceeds, to cover expenses associated with the selling and handling of the equipment.

3. Subrecipient may transfer title to the property to the Federal Government or to an eligible third party provided that Subrecipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.

4. In cases where a Subrecipient fails to take appropriate disposition actions, EPA may direct Subrecipient to take disposition actions.

CLAUSE 25. DAVIS-BACON AND RELATED ACTS (DBRA) TERM AND CONDITION

1. Program Applicability

b. Program Name – Clean Ports Program

c. Statute requiring compliance with Davis-Bacon – Clean Air Act Section 314

d. Activities subject to Davis-Bacon – any construction activities funded by this grant.

e. Subrecipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant.

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) (https://www.dol.gov/agencies/whd/government-contracts/construction) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more

b. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and

c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000.

3. Subrecipient Responsibilities When Entering into and Managing Contracts for Activities Covered by the Davis-Bacon Act:

a. Solicitation and Contract Requirements:

i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Subrecipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

"By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants."

b. After Award of Contract:

i. Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this Subaward, as provided in 29 CFR 5.5(a)(1)(iii).

ii. Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

By accepting this Subaward, the Subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients.

CLAUSE 26. VOLUNTARY SCRAPPAGE

Award 5Y-02F78201-0 does not include any scrappage, and therefore, EPA requirements for reporting scrappage do not apply.

CLAUSE 27. HISTORIC PRESERVATION

National Historic Preservation Act (NHPA)

Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP's regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain cases. EPA funded projects with the potential to affect historic properties – i.e., properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (e.g., asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands.

Subrecipient must work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.

If NHPA compliance is required, necessary Section 106 consultation activities, such as historic or architectural surveys, structural engineering analysis of buildings, public meetings, and archival photographs, can be considered allowable and allocable grant costs.

Archeological and Historic Preservation Act (AHPA)

The AHPA applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently

transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Subrecipient must notify EPA if the AHPA is triggered.

CLAUSE 28. NON-DISCRIMINATION LAWS

Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975 prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance. Pursuant to EPA's regulations on "Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency," in 40 CFR Part 5 and 40 CFR Part 7, the Subrecipient agrees not to discriminate on the basis of race, color, national origin, sex, disability or age. The fact that the regulations do not address discrimination on the basis of age does not exempt Subrecipient from compliance with the later-enacted Age Discrimination Act.

CLAUSE 29. DISADVANTAGED BUSINESS ENTERPRISES

EPA regulations at 40 CFR Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs" set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women's Business Enterprises receive a fair share of contracts awarded with funds provided by EPA grant agreements. These requirements apply to subrecipients in accordance with 40 CFR 33.102 and the definition of "Recipient" in 40 CFR 33.103.

CLAUSE 30. FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT

Subrecipient shall comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements outlined in 2 CFR Part 170, Reporting Subaward and Executive Compensation and in the "Reporting Subawards and Executive Compensation" provision contained in the T&C.

CLAUSE 31. SUSPENSION AND DEBARMENT

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. All lower tier covered transactions, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, shall include a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the Prime Recipient may result in the delay or negation of this Subaward, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the SAM.gov exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.

CLAUSE 32. LIMITS ON FEES CHARGED BY INDIVIDUAL CONSULTANTS

EPA's Fiscal Year 2009 Appropriation Act (Pub. L. 111-8) restricts the amount of EPA financial assistance that may use to compensate individual consultants. EPA implements this requirement at 2 CFR 1500.10(a) and the "Consultant Cap" provision contained in the T&C. Subrecipient must comply with the limitation on compensation for individual consultants.

CLAUSE 33. MANAGEMENT FEES

EPA policy prohibits subrecipients from charging management fees or making similar arrangements to receive EPA financial assistance in excess of direct or Federally approved indirect cost rates. This prohibition is implemented by the "Management Fees" T&C. Subrecipient must comply with this EPA management fees requirement.

CLAUSE 34. RESTRICTIONS ON LOBBYING, 40 CFR PART 34

All recipients of EPA funds, including subrecipients, are subject to the requirements in 40 CFR Part 34. Subawards in excess of $100,000 require that subrecipients submit certification and disclosure forms required by 40 CFR 34.110 and the "Lobbying and Litigation" T&C.

CLAUSE 35. NATIONAL ENVIRONMENTAL POLICY ACT

Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are at 40 CFR Part 6, and note that certain EPA actions are exempt from NEPA. Subrecipient may be required to assist EPA with NEPA compliance, where appropriate.

CLAUSE 36. PROTECTION OF WETLANDS, EXECUTIVE ORDER 11990 (1973), AS AMENDED

EPA funded projects involving new construction in wetlands may implicate Executive Order No. 11990 (1973), as amended. Subrecipient shall assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.

CLAUSE 37. FLOOD PLAIN MANAGEMENT, EXECUTIVE ORDER 11988 (1977), AS AMENDED, AND EXECUTIVE ORDER 13690 (2015)

EPA funded projects that are in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. Subrecipient shall work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.

CLAUSE 38. FARMLAND PROTECTION POLICY ACT

The Farmland Protection Policy Act requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal

programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Subrecipient shall work with EPA or NRCS, as appropriate, to ensure compliance.

CLAUSE 39. COASTAL ZONE MANAGEMENT ACT

The Coastal Zone Management Act requires EPA to ensure that agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the Department of Commerce. Subrecipient shall consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state's coastal zone management plan.

CLAUSE 40. COASTAL BARRIERS RESOURCS ACT

The Costal Barriers Resources Act restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, Subrecipient shall consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

CLAUSE 41. WILD AND SCENIC RIVERS ACT

The Wild and Scenic Rivers Act prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Subrecipient shall consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

CLAUSE 42. ENDANGERED SPECIES ACT (ESA)

The ESA requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in 50 CFR Part 402. The ESA consultation process is triggered when an action "may affect" ESA-protected species or critical habitat. Subrecipient shall coordinate with EPA to ensure consultation occurs where appropriate.

CLAUSE 43. MAGNUSON-STEVENS FISHERIES CONSERVATION AND MANAGEMENT ACT

Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable

Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Subrecipient must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, Subrecipient must complete an EFH consultation with NMFS.

CLAUSE 44. CLEAN AIR CONFORMITY ACT

The Clean Air Conformity Act prohibits any Federal assistance for an activity within a non-attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Subrecipient should first consult with the state air program's web site to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the Subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at 40 CFR 93.153(c) exempt a number of activities including planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

CLAUSE 45. SAFE DRINKING WATER ACT

The Safe Drinking Water Act precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Subrecipient must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the Subrecipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the Subrecipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

CLAUSE 46. PROHIBITION USING FEDERAL FUNDS FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SERVICES OR EQUIPMENT (SECTION 889 OF P.L. 115-232)

This statute prohibits using Federal funds to procure equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified as subject to the section 889. These entities are recorded in the System for Award Management exclusion list. Section 889 is implemented in 2 CFR 200.216 and the T&C. Subrecipient is prohibited from obligating or expending grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services produced by entities subject to section 889 as a substantial or essential component of any system, or as critical technology as part of any system.

CLAUSE 47. COMPLIANCE WITH FEDERAL, STATE, AND MUNICIPAL LAW

The Subrecipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Subaward. The Subrecipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work

performed under this Subaward.

CLAUSE 48. INDEMNITY

SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE PRIME RECIPIENT AND ITS AGENTS, SERVANTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, DIRECTORS, AND PORT COMMISSIONERS (COLLECTIVELY, THE "AUTHORITY PARTIES") FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES, OF ANY NATURE WHATSOEVER, WHETHER INCURRED AS A JUDGMENT, SETTLEMENT, PENALTY, FINE OR OTHERWISE (INCLUDING REASONABLE ATTORNEYS' FEES AND THE COST OF DEFENSE), IN CONNECTION WITH ANY ACTION, PROCEEDING, DEMAND OR CLAIM ARISING FROM SUBRECIPIENT'S PERFORMANCE, NEGLIGENT ACTS, OR NON-COMPLIANCE WITH THE TERMS OF THIS SUBAWARD. SUBRECIPIENT IS NOT OBLIGATED UNDER THIS PARAGRAPH TO INDEMNIFY THE AUTHORITY PARTIES FOR THE NEGLIGENT ACTS OF THE AUTHORITY PARTIES. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS SUBAWARD.

CLAUSE 49. LIMITATION OF DAMAGES

Under no circumstances shall the Prime Recipient be liable for consequential, punitive, special, or incidental damages, claims for lost profits, or similar damages arising out of or relating to this Subaward.

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Leslie Ruta
Director of Planning
leslie@pocca.com
361-885-6631

ANTICIPATED STAFF PRESENTER: Leslie Ruta

Approve an Amendment to the Interlocal Agreement with City of Corpus Christi authorizing PCCA to include requested utility construction on City-owned portions of Sam Rankin Street as part of the Texas Department of Transportation Maritime Division's Seaport Connectivity Program grant awarded to PCCA in July 2024.

SUMMARY:

Staff seeks Commission approval of an amendment to the Interlocal Agreement with the City of Corpus Christi ("City") authorizing PCCA to include requested utility construction on City-owned portions of Sam Rankin Street as part of the Texas Department of Transportation Maritime Division's Seaport Connectivity Program grant awarded to PCCA in July 2024.

BACKGROUND:

Ownership of Sam Rankin Street is divided between PCCA and the City. Sam Rankin Street serves the PCCA's southside cargo handling facilities. The deteriorated condition of the roadway impacts PCCA operations at recently improved Al Spright Military Yard and heavily utilized Cargo Docks 8, 14, and 15. Sam Rankin runs from Port Avenue to I-37 and provides direct access to the multi-use path over the New Harbor Bridge.

In 2023, PCCA included the reconstruction of Sam Rankin Street in our bi-annual submission to TxDOT's Seaport Connectivity Program. After the project was selected for funding by TxDOT, City staff added the replacement of infrastructure under the street, which is not within the scope of the TxDOT award, to the City's 2024 Bond Election, which was approved by voters in November 2024. PCCA and City Planning and Engineering

staff and executive leadership have stayed in close coordination about this project since it was selected by TxDOT. The Interlocal Agreement defines the specific terms by which PCCA and the City will collaborate to fund and construct this project on City property.

During design, in addition to the stormwater improvement already included (and addressed in the initial Interlocal Agreement) the City identified additional utility work that could be designed and constructed in conjunction with the road work project. The City hired an engineering firm to design gas, water, wastewater, and IT improvements. As of the bid opening on 8/6/26, these additional utility improvements total $2,388,319.90. The amended Interlocal Agreement allows PCCA to award the additional utility improvements (Additive Bid Item 3) in the construction contract and seek reimbursement from the City on paid invoices. In addition, the Amended Interlocal Agreement increases the maximum reimbursement by the City from $2,500,000 to $4,500,000 which covers the full cost of Additive Bid Item 2 (stormwater improvements) and Additive Bid Item 3 (additional utility improvements).

If approved by Port Commission, the Amended Interlocal Agreement is scheduled for the City Council's agenda on Tuesday, August 25, 2026.

ALTERNATIVES:

PCCA has received TxDOT's concurrence to award the construction contract as recommended. Failure to approve the Amended Interlocal Agreement will negate economies of scale gleaned by constructing all work at the same time and with the same contractor and likely create extra expense for the City when repair or replacement of the additional utilities are eventually needed.

CONFORMITY TO PORT PROCUREMENT POLICY:

The Procurement Policy does not apply to this agenda item.

STRATEGIC ALIGNMENT:

This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2029 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

FINANCIAL IMPACT:

PCCA will incur costs during construction and seek reimbursement from the City up to $4,500,000 for construction of stormwater improvements and additional utilities included in the Sam Rankin construction contract.

STAFF RECOMMENDATION:

Staff recommend the Port Commission approve the First Amendment to Interlocal

Agreement with the City of Corpus Christi authorizing PCCA to include requested utility construction on City-owned portions of Sam Rankin Street as part of the Texas Department of Transportation Maritime Division's Seaport Connectivity Program grant awarded to PCCA in July 2024.

DEPARTMENTAL CLEARANCES:

Originating Department	Planning
Reviewed & Approved	Fernando Quintanilla
	Natasha Fudge
Legal	Dane Bruun
Executive Staff	Jeff Pollack

LIST OF SUPPORTING DOCUMENTS:

Sam_Rankin_CoCC_Interlocal_Amendment_Aug_2026

FIRST AMENDMENT OF
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF CORPUS CHRISTI AND
THE PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS,
FOR THE 2023 SEAPORT CONNECTIVITY PROGRAM GRANT

This First Amendment of Interlocal Cooperation Agreement (the "Amendment") is made by and between the City of Corpus Christi, Texas ("City"), a municipal corporation and home-rule city of the State of Texas, acting by and through its governing body, the City Council, and the Port of Corpus Christi Authority of Nueces County, Texas ("PCCA"), acting by and through its governing body, the Port Commission. The City and PCCA are sometimes referred to in this Agreement as "Parties" and individually as a "Party".

WHEREAS, the City and PCCA entered into an Interlocal Cooperation Agreement effective April 28, 2026 (the "Agreement"), related to the Sam Rankin Street Reconstruction Project (the "Project"); and

WHEREAS, pursuant to the Agreement, PCCA agreed to perform certain stormwater infrastructure improvements (the "Stormwater Improvements") on behalf of the City subject to City's agreement to reimburse PCCA for those costs; and

WHEREAS, the City has requested PCCA expand the scope of the Project to incorporate additional water, wastewater, and gas infrastructure improvements (the "Additional Utility Improvements"); and

WHEREAS, PCCA agrees to perform the Additional Utility Improvements on behalf of the City subject to City's agreement to reimburse PCCA for those costs;

NOW, THEREFORE, BE IT AGREED BY THE CITY OF CORPUS CHRISTI, TEXAS, AND THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS:

A. The effective date of this Amendment (the "Amendment Date") is the date on which all parties have executed this Amendment.

B. Effective as of the Amendment Date, Section 1 of the Agreement is amended in its entirely to read as follows:

SECTION 1. WORK ON CITY PROPERTY.

1.1 The City grants PCCA permission to enter onto City property to make permanent public improvements to Sam Rankin Street as described in **Exhibit A**. In addition, the City authorizes PCCA to enter onto City property to perform the Stormwater Improvements described in **Exhibit B** and the Additional Utility Improvements described in **Exhibit C**. Neither the Stormwater Improvements nor the Additional Utility Improvements are

covered by the Grant.

C. Effective as of the Amendment Date, Section 2 of the Agreement is amended in its entirely to read as follows:

SECTION 2. PROJECT SCOPE.

2.1 Project Scope. A description of the Project scope is attached hereto as **Exhibit A**. A description of the Stormwater Improvements is attached hereto as **Exhibit B**. A description of the Additional Utility Improvements is attached hereto as **Exhibit C**.

2.2 Contract Management. PCCA will be responsible for contract execution and administration, including the design, procurement, and construction of the Project, the Stormwater Improvements, and the Additional Utility Improvements. Prior to soliciting bids and/or proposals for construction, PCCA will furnish the City with a detailed set of plans and construction drawings for the Project (including the Stormwater Improvements and the Additional Utility Improvements) (collectively, the "Plans") for the City's approval, which approval shall not be unreasonably withheld nor unreasonably delayed. The Plans shall be prepared in a standard engineering format and must be signed and sealed by a Professional Engineer registered in the State of Texas. If the City fails to respond to a request for approval of the Plans within thirty (30) days after submittal, the City will be deemed to have given its written approval of the Plans. Any change orders altering the Plans or the scope of work related to the Stormwater Improvements or the Additional Utility Improvements shall also be furnished to the City for prior approval by the City, which approval shall not be unreasonably withheld nor unreasonably delayed. If the City fails to respond to a request for approval of a change order within five (5) days after submittal, the City will be deemed to have given its written approval of the change order. The Parties agree that no building permit or other authorization by the City shall be required for the Project (including the Stormwater Improvements and the Additional Utility Improvements) other than the approvals as stated in this Section 2.2.

2.3 Grant Terms and Conditions. PCCA will be responsible for ensuring that the Grant terms and conditions and deliverable requirements are met.

2.4 Grant Funding. PCCA shall be the direct recipient of the grant funds and will authorize the use of the funds in compliance with the Grant.

2.5 Payment of Costs. PCCA shall be responsible for all Project costs. The City agrees to reimburse PCCA 100% of the cost of the Stormwater Improvements and Additional Utility Improvements not covered by the Grant up to the maximum aggregate amount of $4,500,000. As soon as reasonably practicable after PCCA completes the Project, PCCA shall present an invoice to the City for reimbursement of 100% of the amounts paid for the Stormwater Improvements and the Additional Utility Improvements. Copies of the invoices paid by PCCA to PCCA's contractor(s) shall be included with PCCA's invoice to the City and an authorized representative of PCCA shall certify the amount paid by PCCA. PCCA's invoice shall be due and payable by the City within thirty (30) days after the City's

receipt of such invoice. PCCA's invoice shall be mailed to the address provided in Section 4.4.

2.6 Maintenance following Construction. Upon completion of the construction of the Project, the City shall assume maintenance of all improvements on City property, including the Stormwater Improvements and the Additional Utility Improvements.

D. Except as specifically amended hereby, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

IN WITNESS WHEREOF, the City and PCCA have made and executed this Amendment in multiple copies, each of which is an original.

CITY OF CORPUS CHRISTI	PORT OF CORPUS CHRISTI AUTHORITY
Director of Engineering Services Date	Chief Executive Officer Date

ATTEST:

City Secretary Date

APPROVED AS TO FORM:

Assistant City Attorney Date

EXHIBIT C

In addition to Stormwater Improvements, the City requested additional utility improvements to be constructed on Sam Rankin Street including Information Technology (IT) improvements, water improvements, wastewater improvements, and gas improvements. The IT improvements will consist of adding new 2" conduit and pull boxes between IH 37 and E. Port Avenue. The water improvements will consist of replacing old waterlines with new 8" and 12" PVC water lines between IH 37 and Broadway Street and adding a new 16" water line between Broadway Street and E. Port Avenue. The wastewater improvements will consist of replacing old wastewater lines ranging in size from 6" to 21" with new PVC lines and fiberglass manholes between IH 37 and Broadway Street. The gas improvements will consist of replacing aging 2", 4", and 8" gas lines with new gas lines to maintain service reliability. A future City-sponsored project will be required to permit and construct utilities within the Union Pacific Railroad ROW.

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Natasha Fudge, P.E.
Director of Engineering Services
Natasha@pocca.com
(361) 885-6686

ANTICIPATED STAFF PRESENTER: Fernando Quintanilla
Project Engineer

Award a construction contract to Gerke Excavating, Inc. in an amount up to $8,514,871 on a lump sum basis for the Sam Rankin Street Reconstruction Project, funded by the Seaport Connectivity Program grant from the Texas Department of Transportation - Maritime Division.

SUMMARY: Staff is seeking the Port Commission award a construction contract to Gerke Excavating, Inc. in an amount up to $8,514,871 on a lump sum basis, the lowest and best bid received on August 6, 2026, for the Sam Rankin Street Reconstruction Project, funded by the Seaport Connectivity Program grant from the Texas Department of Transportation - Maritime Division.

BACKGROUND: Sam Rankin Street runs from Port Avenue to IH-37 and provides direct access to PCCA's southside facilities and laydown areas. The PCCA utilizes Sam Rankin Street from Port Avenue to Resaca Street to transport material and equipment unloaded from vessels at Cargo Docks 8, 14, and 15 to the recently improved Al Speight Military Rail Yard and adjacent storage areas. The last time Sam Rankin Street had substantial improvements was in 2016. After nearly a decade of heavy use, the existing road structure and surface have deteriorated to a point where reconstruction is necessary.

In August 2023, the PCCA was awarded $6,733,044 for the Sam Rankin Reconstruction Project through the Texas Department of Transportation (TxDOT) Seaport Connectivity Program. On July 15, 2025, the Port Commission approved an Interlocal Agreement with the City to authorize PCCA to conduct engineering design and construction on City-owned portions of Sam Rankin Street as ownership of Sam Rankin Street is shared between PCCA and the City of Corpus Christi (City). Sam Rankin Street from Port Avenue to Brewster Street is owned by PCCA, and the area south of Brewster Street to IH 37 is owned by the City. As part of the Interlocal Agreement, the City will reimburse the PCCA up to $2,500,000 for the storm water improvements related to this project.

The awarded grant funds of $6,733,044 only cover construction costs for this project; therefore, $2,125,000 is the PCCA cost-share. The PCCA will oversee project design and construction with input from the City.

The scope of work for this project generally consists of the full-depth reconstruction of Sam Rankin Street from Port Avenue to IH-37. The project will also include the reconstruction of curbs and gutters, as well as sidewalks along the roadway corridor. In addition, the project includes the replacement and improvement of existing city utilities and stormwater infrastructure.

The construction contract documents were structured with a Base Bid and Additive Bid Items 1-3, as follows:

- **Base Bid -** The work generally consists of full depth road reconstruction with curb and gutter, sidewalks, and ADA improvements from I37 to Broadway Street.

- **Additive Bid Item 1 - Broadway Street to Port Avenue:** The work generally consists of full depth road reconstruction with curb & gutter, sidewalks and ADA improvements from Broadway Street to Port Avenue.

- **Additive Bid Item 2 - Stormwater Drainage Improvements:** The work generally consists of stormwater improvements on Sam Rankin Roadway from I37 to Port Avenue.

- **Additive Bid Item 3 - Utilities:** The work generally consists of replacement and/or improvements of city owned utilities along Sam Rankin Roadway from I37 to Port Avenue. Note that work supported by Additive Bid Item 3 will require an updated interlocal funding agreement between the City and the PCCA for the City to reimburse the PCCA.

Allowances for unanticipated street related improvements, and unanticipated ADA improvements are included within each of the above bid items. Allowances are not guaranteed and can only be used with written approval from the PCCA.

Bids were evaluated using an Evaluated Bid included in the bid documents. The Evaluated Bid consists of a combination of the Base Bid and a theoretical quantity of the Additive Bid Items to give the PCCA the ability to rate the submitted bids on an equitable basis and to provide the best value to the PCCA. Staff recommends the award of the Evaluated Bid amount with the knowledge that the Additive Bid Items may not be required in their full cost and capacity.

On August 6, 2026, we received four responsive bids to our Notice of Solicitation, of which Gerke Excavating, Inc. submitted the lowest and best Evaluated Bid in the amount of $8,514,871, which includes $3,080,409 for the Base Bid; $1,374,971 for Additive Bid Item 1; $1,671,170 for Additive Bid Item 2; and $2,388,320 for Additive Bid Item 3.

The PCCA and the City are finalizing the amended interlocal agreement to enable the City to reimburse the PCCA for improvement to city owned utilities. The amended interlocal agreement is scheduled for the City of Corpus Christi's Council's agenda on Tuesday, August 25, 2026; therefore, staff is seeking approval of the full recommended award amount contingent on receiving the City's signed updated agreement. If the City does not approve the amendment to the interlocal agreement, the PCCA would remove Additive Bid Item No. 3 from the awarded construction contract.

The PCCA has received TxDOT written concurrence to proceed with award of this construction contract, as required by the grant.

Gerke Excavating, Inc. will be a new vendor for the PCCA. Staff has reviewed references from comparable projects and found that they have the capacity and experience to complete the scope of work for this project. Gerke's headquarters is based out of Tomah, Wisconsin, with a local office in Aransas Pass and has successfully completed various comparable road projects locally for the City of Corpus Christi, City of Ingleside, and City of Aransas Pass.

The construction contract duration is 360 calendar days.

ALTERNATIVES: The PCCA has received TxDOT's concurrence to award the construction contract as recommended. Alternatively, the PCCA would be required to reject all bids and, upon concurrence and in collaboration with TxDOT and the City of Corpus Christi, rescope the project design, and release the revised project for construction bids. Failure to award the construction contract may result in the forfeiture of the awarded grant funding and may adversely affect PCCA's eligibility for, or competitiveness in, future grant funding opportunities.

CONFORMITY TO PORT PROCUREMENT POLICY: Gerke Excavating, Inc. was selected in conformance with the Texas Water Code and PCCA's Procurement Policy using the Request for Competitive Sealed Bids procurement method. A total of 67 companies downloaded the solicitation and four contractors submitted a bid.

STRATEGIC ALIGNMENT: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2029 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

FINANCIAL IMPACT: This project is included in this year's approved capital PCCA Annual Budget with an allocation of $1,500,000 in 2026 with additional funding in following years.

The PCCA was awarded funds for this project in the amount of $6,733,044 by the Texas Department of Transportation - Maritime Division through the Texas Seaport Connectivity Program for project construction. PCCA's cost-share amount is $2,125,000. Design

services are not reimbursable under this grant.

The City of Corpus Christi will reimburse the PCCA up to $2,500,000 for design and construction of stormwater systems per current interlocal agreement. Additionally, the PCCA and the City of Corpus Christi are negotiating an amendment to the interlocal agreement for the City of Corpus Christi to reimburse the PCCA for additional improvements to city-owned utilities as part of Additive Bid Item 3.

STAFF RECOMMENDATION: Staff recommends the Port Commission award a construction contract to Gerke Excavating, Inc. in an amount up to $8,514,871 (including $3,080,409 for the lump sum Base Bid; $1,374,971 for the lump sum Additive Bid 1; $1,671,170 for the lump sum Additive Bid Item 2; and $2,388,320 for the lump sum Additive Bid Item 3), the lowest and best evaluated bid received on August 6, 2026, for the Sam Rankin Street Reconstruction Project, funded in part by the Seaport Connectivity Program grant from the Texas Department of Transportation - Maritime Division and the City of Corpus Christi.

As award of Additive Bid Item No. 3 is subject to the City's written commitment to reimburse the PCCA for construction costs associated with this work, staff further recommends that the Chief Executive Officer be authorized to approve inclusion of Additive Bid Item 3 in the amount of $2,388,320 in the construction contract award amount at such time that the City provides written commitment to fund Additive Bid Item 3 prior to execution of the construction contract.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
Executive Staff	Kent Britton
	Kyle Hogan
Legal	Standard Construction Contract

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Solicitation Results

Approve an Amendment to the Interlocal Agreement with City of Corpus Christi authorizing PCCA to include requested utility construction on City-owned portions of Sam Rankin Street as part of the Texas Department of Transportation Maritime Division's Seaport Connectivity Program grant awarded to PCCA in July 2024.

Leslie D. Ruta, Director of Planning

Port of Corpus Christi Commission
August 18, 2026

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Original ILA with City of Corpus Christi	Amended ILA with City of Corpus Christi
Stormwater – up to $2,500,000	**Stormwater –** up to $2,500,000 **Additional Utilities –** up to $2,500,000

August 19, 2025

Award a construction contract to Gerke Excavating, Inc. in an amount up to $8,514,871 on a lump sum basis for the Sam Rankin Street Reconstruction Project, funded by the Seaport Connectivity Program grant from the Texas Department of Transportation - Maritime Division.

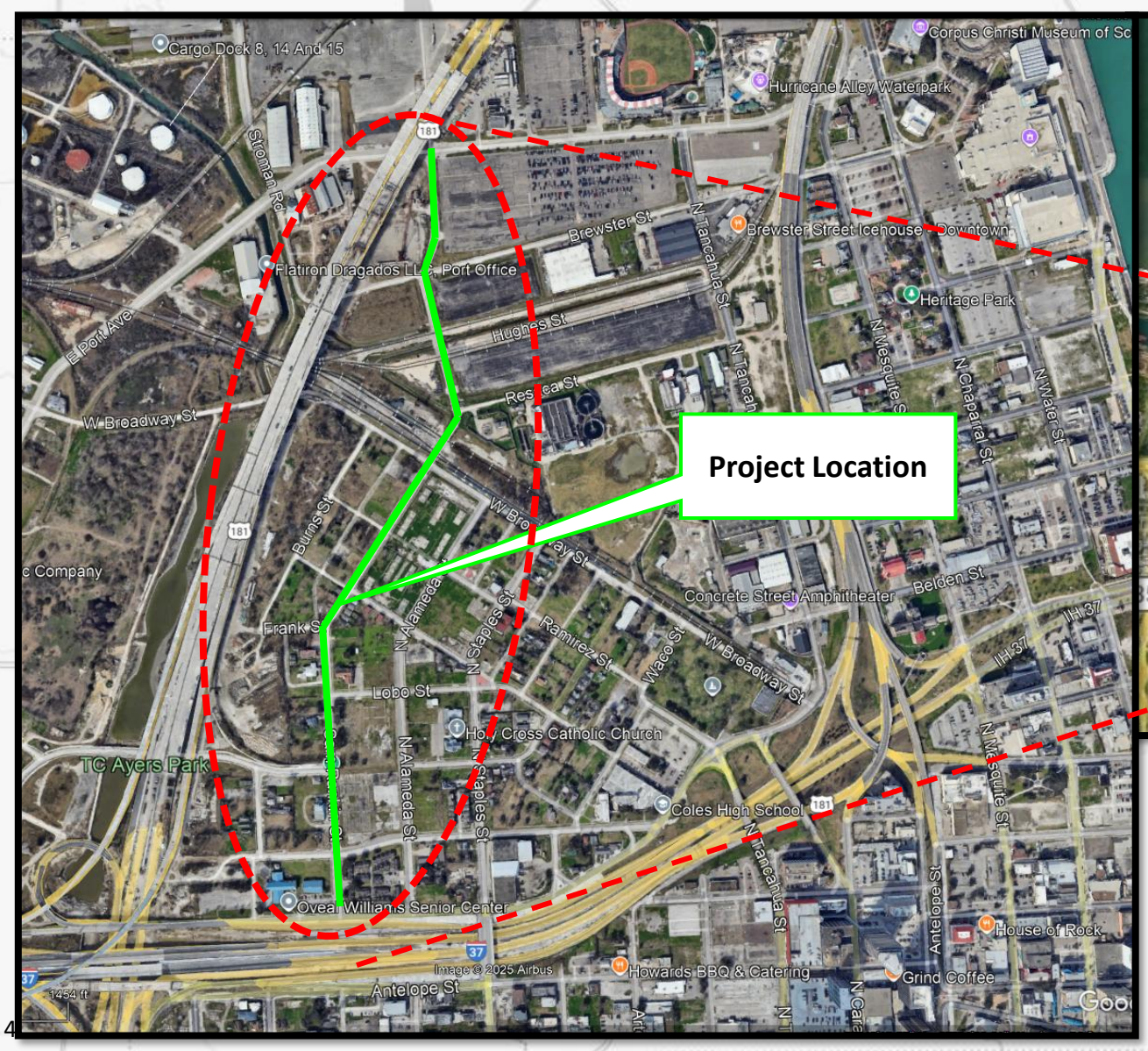
Port Commission Meeting

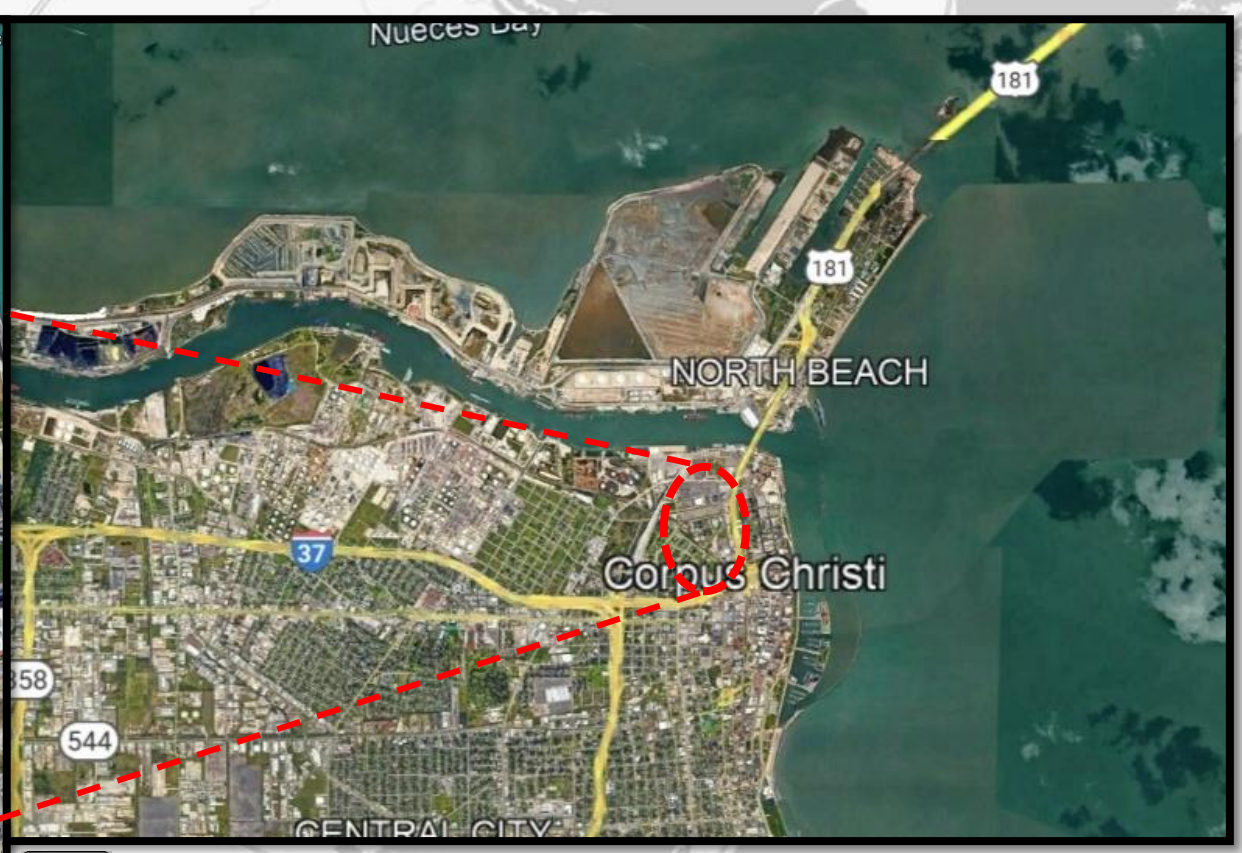
Fernando Quintanilla | Project Engineer

Presented by PORT CORPUS CHRISTI®

Sam Rankin Reconstruction

Project Location







Sam Rankin Reconstruction

Project Background

Project History

- Commission approved MOU with the City of Corpus Christi on July 15, 2025.
- Project construction will be partially funded through a TxDOT's Transportation Maritime Division's Seaport Connectivity Program grant of $8,500,000 with a 20% match by the Port.
- The City of Corpus Christi is contributing $2,500,000 through a bond for stormwater improvements on Sam Rankin.
- Pending MOU amendment with City of Corpus Christi for potential reimbursement for improvements to City-owned utilities.
- Sam Rankin is a three quarter of a mile section of roadway that connects Interstate Highway 37 to the Port of Corpus Christi's Cargo Docks 8, 14 & 15.

Site Details

- The roadway is in disrepair and a safety issue to everyday commuters to and from the Port of Corpus Christi and surrounding area.

Sam Rankin Reconstruction
Project Scope

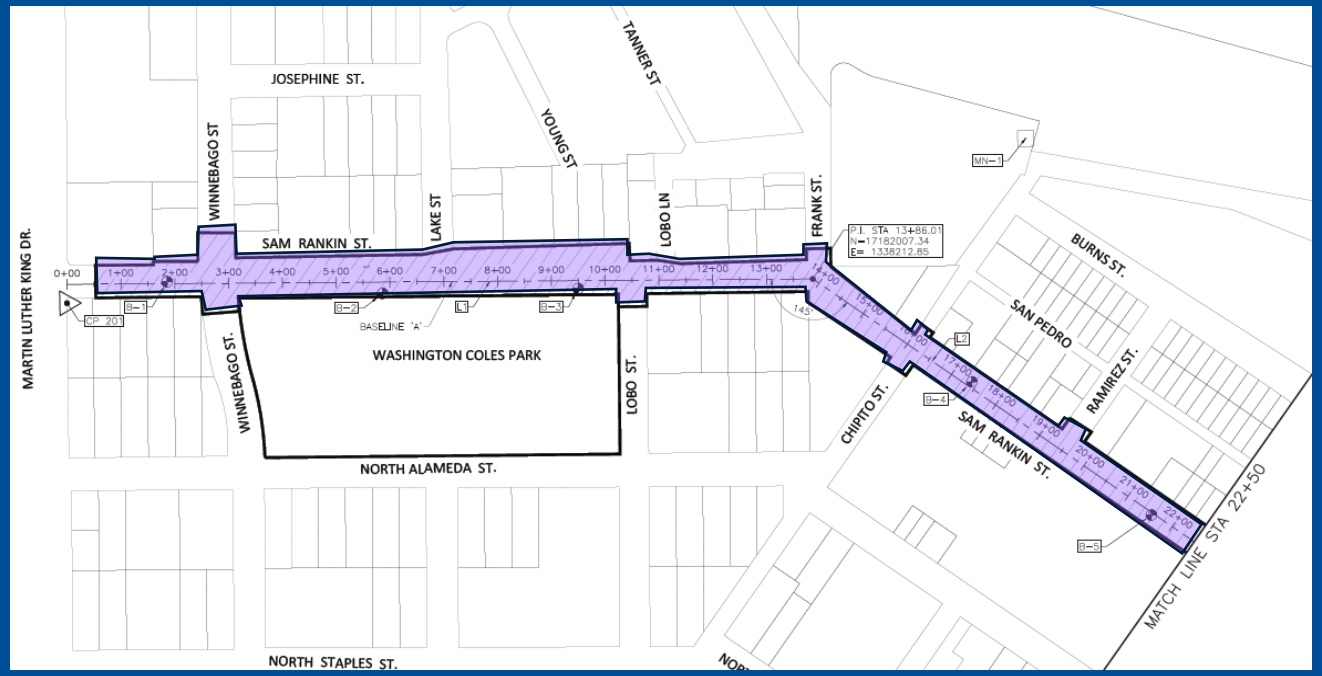
Scope of Work

- Full depth road reconstruction with curb & gutter and ADA sidewalks
- Asphalt pavement from IH 37 to Broadway
- Concrete Pavement from Broadway to Port Ave
- Striping and signage improvements
- Improvements to water, storm water, sanitary sewer, gas and city fiber optics.
- Railroad crossing upgrades



Sam Rankin Reconstruction

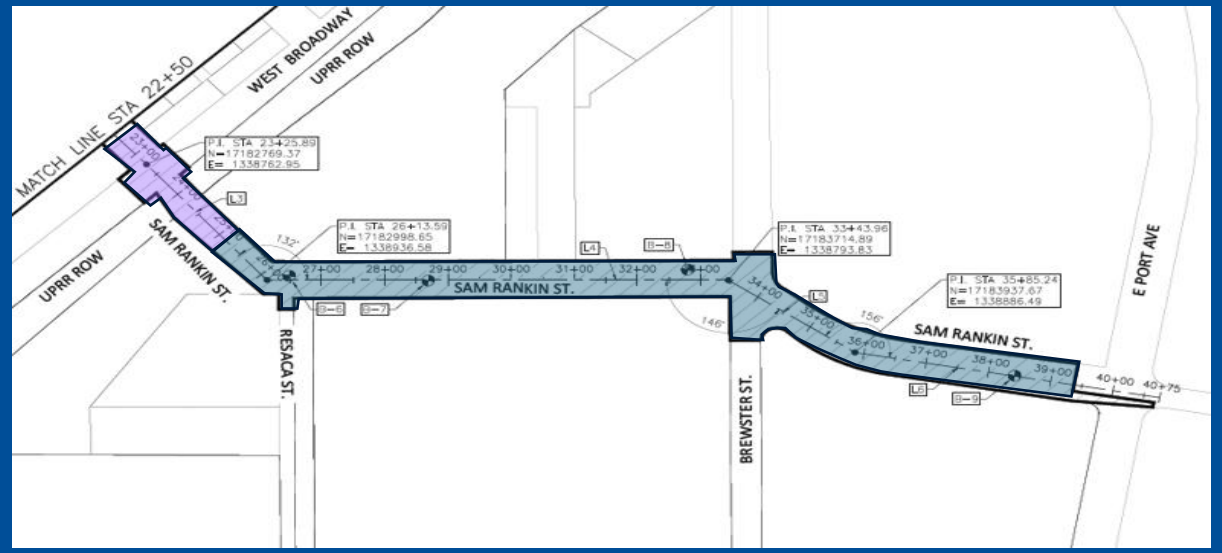
Project Scope



Legend

Asphalt Pavement –

Concrete Pavement –



PORT CORPUS CHRISTI

Sam Rankin Reconstruction Project

Solicitation Results

Company Name	Bid Bond or Check	Base Bid[A]	Additive Bid Item 1[B]	Additive Bid Item 2[C]	Additive Bid Item 3[D]	Evaluated Bid[E]	Addendum	
							No.1	No.2
Gerke Excavating, Inc.	5% Bid Bond	$3,080,409.32	$1,374,970.88	$1,671,170.41	$2,388,319.90	$8,514,870.21	X	X
JE Construction Services, LLC	5% Bid Bond	$2,943,242.00	$1,000,160.00	$1,719,831.00	$3,144,446.00	$8,807,679.00	X	X
Mako Contracting, LLC	5% Bid Bond	$3,290,973.78	$1,335,326.44	$1,942,241.25	$2,618,449.70	$9,186,991.17	X	X
Russell Marine LLC	5% Bid Bond	$4,410,449.00	$1,465,178.00	$2,206,968.00	$3,604,405.00	$11,687,000.00	X	X

Staff recommends the award of a construction contract to Gerke Excavating, Inc. in an amount up to $8,514,871.

*Project to be complete within three hundred sixty (360) calendar days of Notice to Proceed date.

BASE BID[A]: The work generally consists of full depth road reconstruction with curb & gutter, sidewalks, and ADA improvements from I37 to Broadway Street. This is a lump sum bid item. Allowances for unanticipated street related improvements, and unanticipated ADA improvements (See Special Conditions 1.05) are included on the Bid Breakdown Sheet and should be included in the Base Bid amount. Allowances are not guaranteed and can only be used with written approval from the PCCA.

Additive Bid Item 1[B] - Broadway Street to Port Avenue: The work generally consists of full depth road reconstruction with curb & gutter, sidewalks and ADA improvements from Broadway Street to Port Avenue. This is a lump sum bid item. Allowances for unanticipated street related improvements and unanticipated ADA improvements (See Special Conditions 1.05) are included on the Bid Breakdown Sheet and should be included in the Additive Bid Item 1 amount. Allowances are not guaranteed and can only be used with written approval from the PCCA.

Additive Bid Item 2[C] – Stormwater Drainage Improvements: The work generally consists of stormwater improvements on Sam Rankin Roadway from I37 to Port Avenue. This is a lump sum bid item. Allowance for unanticipated stormwater improvements (See Special Conditions 1.05) is included on the Bid Breakdown Sheet and should be included in Additive Bid Item 2 amount. Allowance is not guaranteed and can only be used with written approval from the PCCA.

Additive Bid Item 3[D] - Utilities: The work generally consists of replacement and/or improvements of city utilities on Sam Rankin Roadway from I37 to Port Avenue. This is a lump sum bid item. Allowances for unanticipated water improvements and unanticipated wastewater improvements (See Special Conditions 1.05) are included on the Bid Breakdown Sheet and should be included in the Additive Bid Item 3 amount. Allowances are not guaranteed and can only be used with written approval from the PCCA.

Evaluated Bid[E]: Base Bid Amount +Additive Bid Item 1+ Additive Bid Item 2+Additive Bid Item 3

Thank you

PORT CORPUS CHRISTI®

SOLICITATION RESULTS
SAM RANKIN STREET RECONSTRUCTION
PROJECT NO. 25-033A
Bid Opening: THURSDAY, AUGUST 6, 2026 AT 3:00 PM

Company Name	Bid Bond or Check	Base Bid[A]	Additive Bid Item 1[B]	Additive Bid Item 2[C]	Additive Bid Item 3[D]	Evaluated Bid[E]	Addendum		Recommended Award: Base Bid + Additive Bid Items 1, 2, and 3
							No.1	No.2	
Gerke Excavating, Inc.	**5% Bid Bond**	**$3,080,409.32**	**$1,374,970.88**	**$1,671,170.41**	**$2,388,319.90**	**$8,514,870.21**	**X**	**X**	**$8,514,871.00**
JE Construction Services, LLC	5% Bid Bond	$2,943,242.00	$1,000,160.00	$1,719,831.00	$3,144,446.00	$8,807,679.00	X	X	$8,807,679.00
Mako Contracting, LLC	5% Bid Bond	$3,290,973.78	$1,335,326.44	$1,942,241.25	$2,618,449.70	$9,186,991.17	X	X	$9,186,992.00
Russell Marine LLC	5% Bid Bond	$4,410,449.00	$1,465,178.00	$2,206,968.00	$3,604,405.00	$11,687,000.00	X	X	$11,687,000.00

*Project to be complete within three hundred sixty (360) calendar days of Notice to Proceed date.

BASE BID[A]: The work generally consists of full depth road reconstruction with curb & gutter, sidewalks, and ADA improvements from I37 to Broadway Street. This is a lump sum bid item. Allowances for unanticipated street related improvements, and unanticipated ADA improvements (See Special Conditions 1.05) are included on the Bid Breakdown Sheet and should be included in the Base Bid amount. Allowances are not guaranteed and can only be used with written approval from the PCCA.

Additive Bid Item 1[B] - Broadway Street to Port Avenue: The work generally consists of full depth road reconstruction with curb & gutter, sidewalks and ADA improvements from Broadway Street to Port Avenue. This is a lump sum bid item. Allowances for unanticipated street related improvements and unanticipated ADA improvements (See Special Conditions 1.05) are included on the Bid Breakdown Sheet and should be included in the Additive Bid Item 1 amount. Allowances are not guaranteed and can only be used with written approval from the PCCA.

Additive Bid Item 2[C] – Stormwater Drainage Improvements: The work generally consists of stormwater improvements on Sam Rankin Roadway from I37 to Port Avenue. This is a lump sum bid item. Allowance for unanticipated stormwater improvements (See Special Conditions 1.05) is included on the Bid Breakdown Sheet and should be included in Additive Bid Item 2 amount. Allowance is not guaranteed and can only be used with written approval from the PCCA.

Additive Bid Item 3[D] - Utilities: The work generally consists of replacement and/or improvements of city utilities on Sam Rankin Roadway from I37 to Port Avenue. This is a lump sum bid item. Allowances for unanticipated water improvements and unanticipated wastewater improvements (See Special Conditions 1.05) are included on the Bid Breakdown Sheet and should be included in the Additive Bid Item 3 amount. Allowances are not guaranteed and can only be used with written approval from the PCCA.

Evaluated Bid[E]: Base Bid Amount +Additive Bid Item 1+ Additive Bid Item 2+Additive Bid Item 3

Evaluated Bid: To rate the bids on an equitable basis and provide the most value to the PCCA, the bids are evaluated using the following formula:

Base Bid Amount
+ Additive Bid Item 1
+ Additive Bid Item 2
+ Additive Bid Item 3
Total Amount - Evaluated Bid

Read By: Melinda Licon
Tabulated By: Marissa Gonzalez
Checked & Prepared By: Claudia Gonzales
Date: 08/10/2026

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Natasha Fudge, P.E.
Director of Engineering Services
Natasha@pocca.com
(361) 885-6686

ANTICIPATED STAFF PRESENTER: Fernando Quintanilla
Project Engineer

Approve Amendment No. 3 to Service Order No. 1 under Master Services Agreement No. 24-03 with AECOM Technical Services, Inc. in an amount not to exceed $11,630,344, using standard hourly rates with a ceiling price, for additional services associated with the New Inland Rail Facility Project.

SUMMARY: Staff is seeking Port Commission approval of Amendment No. 3 to Service Order No. 1 under Master Services Agreement No. 24-03 with AECOM Technical Services, Inc. in an amount not to exceed $11,630,344, using standard hourly rates with a ceiling price, for additional services associated with the New Inland Rail Facility Project. This item was generally discussed at the August 4, 2026 Long Range Planning Committee Meeting.

BACKGROUND: An increase in rail movement at the Port of Corpus Christi has put additional demand on existing rail infrastructure. Congestion in both the regional and national Class I rail systems continues to increase, which negatively impacts the fluid movement of goods and requires additional storage capacity for industry. Rail studies conducted over the past ten to fifteen years projected a continued increase in rail demand and have highlighted the need for an inland rail solution if the PCCA wishes to continue meeting customer rail demands in the future.

The PCCA's proposed new inland rail facility will be located fourteen miles west of Corpus Christi in Robstown, Texas, in a location generally bounded by the Canadian Pacific Kansas City (CPKC) and Texas State Highway 44 to the south, Interstate 69 and the Richard M. Borchard Regional Fairgrounds to the west, the Union Pacific (UP) to the north, and a transmission line to the east. The scope of this project generally includes developing operationally efficient conceptual alignment with related impacts and costs for approximately 30 rail miles of new rail line with turnouts, wye connections, and switches to connect two Class 1 mainlines and create a storage-in-transit (SIT) yard capable of accommodating roughly 1800 railcars, along with related rail support infrastructure such as service roads, drainage culverts and channels, bridges and overpass, parking building

pad, utilities, fencing, and lighting to best match present forecasts as well as protecting (space proofing) for anticipated future growth.

The Port Commission approved Service Order No. 1 with AECOM Technical Services, Inc. on March 19, 2024 in the amount of $772,931, Amendment No. 1 on November 19, 2024 in the amount of $100,000 for client interfacing and analysis services to support commercial development needs, and subsequently Amendment No. 2 on June 17, 2025 in the amount of $4,743,180 for preliminary engineering services related to this project. AECOM's engineering services previously approved by Commission included:

Original Service Order

- Conceptual design for the project site, as well as development and evaluation of rail access alternatives, researching future rail needs and plans, and coordination and understanding of current and planned development in the area to recommend a preferred alternative rail expansion plan that addresses the needs of relevant stakeholders.
- Desk-top evaluation of site constraints and conditions for spatial planning and arrangement of rail infrastructure to maximize future expansion capabilities for additional rail and create flexibility for future development.
- Supporting the PCCA in meeting and coordination with Class 1 railroads and shared assets, identifying track agreement requirements for expanding rail service, and determining estimated costs of construction.

Amendment No. 1

- The addition of services, including additional rail planning, commercial client interface and analysis of operational needs, and engineering guidance to the PCCA as needed to make informed decisions regarding site usage for potential industrial development.

Amendment No. 2

- The addition of services to advance the project through the preliminary design and planning phases, including topographic and boundary surveying, subsurface utility exploration, geotechnical engineering services, drainage analysis, utility concept design, traffic impact analysis, environmental support services, pipeline study, local jurisdictional coordination support, and 30% design development.

During the project, the PCCA, in coordination with AECOM, held a series of meetings with three Class I railroads to discuss and evaluate rail layout options. Through these discussions, a preferred site layout was identified and selected that best meets the operational needs and stakeholder interests.

AECOM has proceeded with the 30% of the preferred site layout and has submitted the 30% design package to PCCA, including more than 525 preliminary plan sheets, a traffic

impact analysis report, master drainage plan report, geotechnical investigation report, basis of design, preliminary environmental report, and a preliminary opinion of construction cost. PCCA conducted an in-person design workshop with AECOM to review the 30% submittal, discuss key project elements, and obtain feedback on the proposed improvements.

AECOM and PCCA staff provided a condensed project presentation to the Long Range Planning Committee in June 2026 to summarize the design progress to date and highlight major project components. Staff was directed to negotiate a contract amendment with AECOM to progress the project through final design.

In July 2026, PCCA was notified by the U.S Department of Transportation that the PCCA had been selected to receive an FY 2026 BUILD grant in the amount of $24.3 million towards project construction. Proceeding with detailed project design is an important step in the project process.

Under this proposed Amendment No. 3, AECOM will proceed with the detailed final design of the project and provide technical support to PCCA in negotiating and finalizing agreements with the Class I railroads to advance the project toward implementation.

Amendment No. 3

- This proposed amendment provides the engineering and technical services necessary to advance the project from preliminary planning into detailed design and project readiness. The work includes development of the project to the final design level, encompassing rail, roadway, bridge, drainage, utility, electrical, and civil infrastructure improvements. The additional scope will refine project layouts, optimize construction phasing, update hydraulic and traffic analyses, advance permitting efforts, and coordinate with key stakeholders, utility owners, and regulatory agencies. The amendment also includes additional topographic surveying, geotechnical investigations, and environmental coordination, as well as utility conflict resolution, and pipeline relocation support. Additionally, the amendment includes the development of reliable project cost estimates, construction schedules, risk assessments, operational modeling, GIS analysis, strategic planning, and stakeholder communications. The resulting design package will position the project for final approvals, permitting, procurement, and construction. For the above listed services, the PCCA negotiated the attached Amendment No. 3 with AECOM in the amount of $11,630,344.

ALTERNATIVES: The alternative is to delay or discontinue the final design phase of the project. Doing so would significantly impact the current project momentum and the continued engagement of key stakeholders. Postponing the project would result in increased design and construction costs due to inflation and changing market conditions. Delaying project design may additionally jeopardize future grant funding opportunities.

CONFORMITY TO PORT PROCUREMENT POLICY: AECOM Technical Services, Inc. was selected in conformance with the Texas Water Code and PCCA's Procurement Policy using the Request for Qualifications (RFQ) procurement method. A total of 87 companies downloaded the solicitation, and 8 companies submitted statements of qualifications in response to the RFQ. All statements of qualifications were evaluated utilizing the evaluation criteria defined in the solicitation.

STRATEGIC ALIGNMENT: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2029 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

FINANCIAL IMPACT: This project is included in this year's approved capital PCCA Annual Budget with an allocation of $2,000,000 in 2026 with additional funding in following years.

With this amendment plus two previous amendments approved by Port Commission, the total not-to-exceed amount for this contract will be $17,246,455.

STAFF RECOMMENDATION: Staff recommends the Port Commission approve Amendment No. 3 to Service Order No. 1 under Master Services Agreement No. 24-03 with AECOM Technical Services, Inc. in an amount not to exceed $11,630,344, using standard hourly rates with a ceiling price, for additional services associated with the New Inland Rail Facility Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
Executive Staff	Kent Britton
	Kyle Hogan
Legal	Standard Service Order Amendment

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Service Order No. 1 Amendment No. 3

August 18, 2026

Approve Amendment No. 3 to Service Order No. 1 under Master Services Agreement No. 24-03 with AECOM Technical Services, Inc. in an amount not to exceed $11,630,344 for additional services associated with the New Inland Rail Facility Project.

Port Commission Meeting

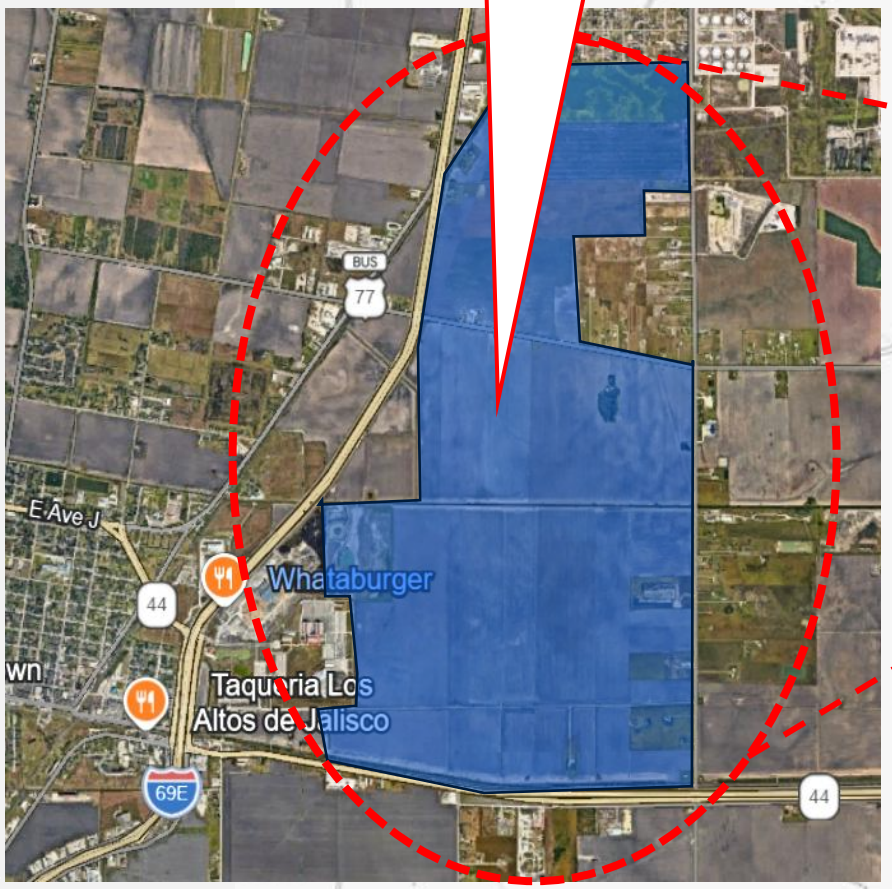
Fernando Quintanilla | Project Engineer

Presented by PORT CORPUS CHRISTI®

New Inland Rail Facility Project

Project Location

General Project Location



NORTH

PORT CORPUS CHRISTI



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New Inland Rail Facility Project

Project Background

Project History

- Commission approved a service order for conceptual design with AECOM in March 2024.
- Held a series of meetings with all Class I railroads to discuss and evaluate rail layout options.
- A preferred layout has been identified and selected that best meets the operational needs and interests of stakeholders.
- AECOM has submitted a final report and 30% design package to PCCA.

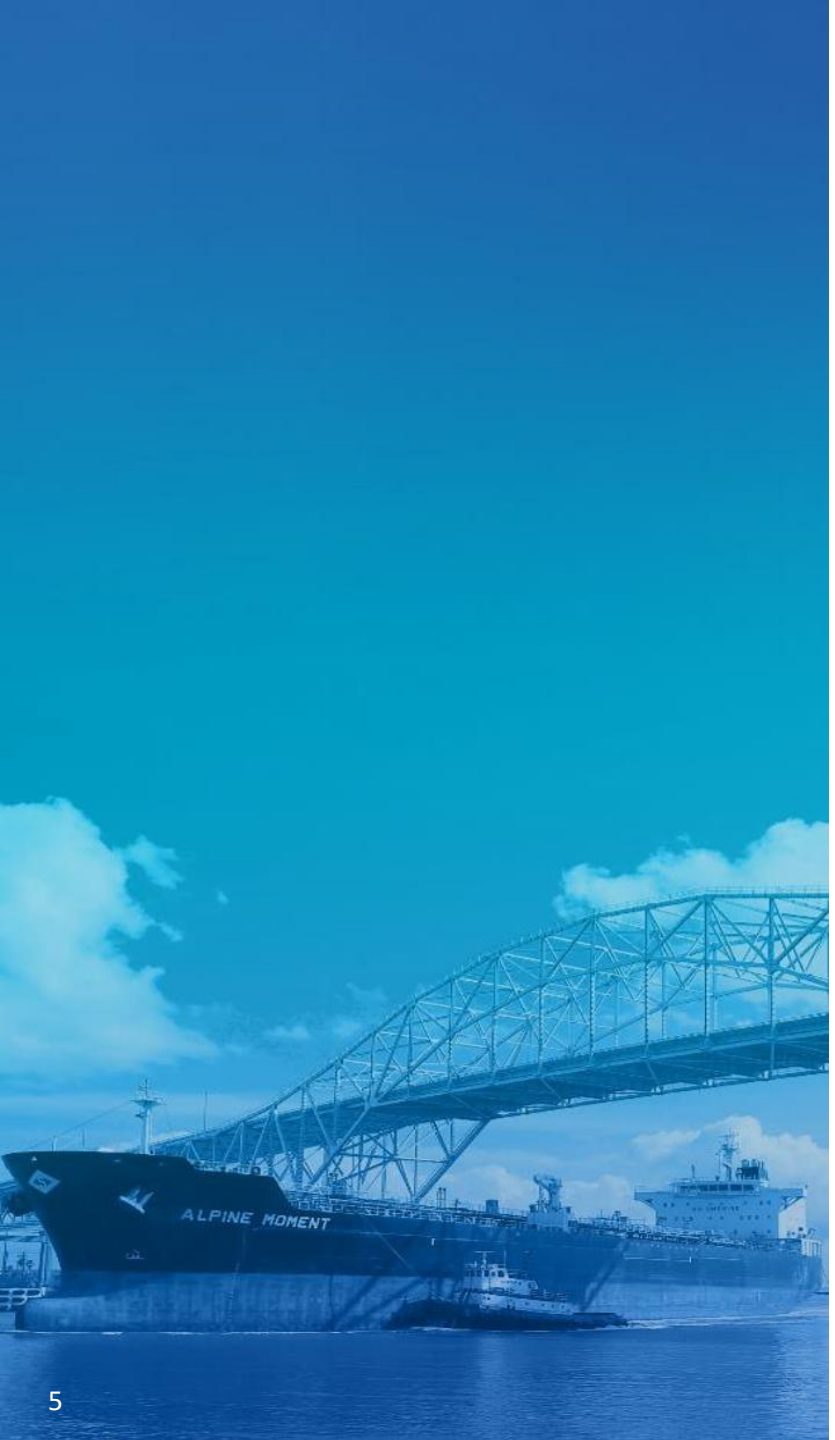
Site Details

- Primary farmland
- Over 3,400 acres studied
- Approximately 29.5 miles of track feet proposed
- Equivalent to over 2,575 football fields
- Involves three class I rails: CPKC, UPRR, BNSF
- 526 design drawings at 30% submittal

New Inland Rail Facility

Amendment No. 3 Revised Contract Schedule

ACTION	ALLOTTED CAL. DAYS	DUE ON OR BEFORE
PCCA Amendment No. 3 Commencement Date	-	8/19/2026
Engineer - 60% Design Submittal	**179**	**2/23/2027**
PCCA Team Review	21	3/16/2027
Engineer - 90% Design Submittal	**133**	**7/27/2027**
PCCA Team Review	21	8/17/2027
Engineer - Pre-sealed Design Documents Submittal	**21**	**9/7/2027**
PCCA Team Review	14	9/21/2027
Engineer - Sealed Documents Submittal	**14**	**10/5/2027**



New Inland Rail Facility Project

Amendment No. 3 Scope & Fee Breakdown

Services	Not to Exceed Amounts
BASIC SERVICES:	
Final Design Phase (progression from 30% to final)	$ 10,098,607.00
SUPPORT SERVICES:	
Topographic Survey & SUE	$ 117,180.00
Geotechnical Engineering	$ 78,330.00
Environmental Support	$ 129,276.00
Pipeline Relocation Support	$ 349,490.00
Commercial Support	$ 261,840.00
Modelling, GIS & Planning	$ 326,856.00
Grant Support	$ 71,760.00
Strategic Communications	$ 197,005.00
SUMMARY OF FEES:	
Basic Services Fee	$ 10,098,607.00
Support Services Fee	$ 1,531,737.00
Total Amendment Not-to-Exceed Amount (this item)	**$ 11,630,344.00**

Total Revised Contract Amount: $17,246,455.00

PORT CORPUS CHRISTI

Thank you

PORT CORPUS CHRISTI®

MASTER SERVICES AGREEMENT NO. 24-03
AECOM TECHNICAL SERVICES, INC.

SERVICE ORDER NO. 1 - AMENDMENT NO. 3

1. Background Data

ORIGINAL SERVICE ORDER
Commencement Date of Original Service Order: March 19, 2024
PCCA Project Manager (PM): Fernando Quintanilla
Project Name: New Inland Rail Facility
Project No. 23-035A

2. Description of Modifications

a. **Section 4. Service Order Schedule** will be modified as follows:

Action	Allotted Cal. Days	Due on or Before
PCCA Commencement Date – Amendment No. 3	-	8/19/2026
• ENGINEER – 60% Design Submittal	**179**	**2/23/2027**
PCCA Team Review	21	3/16/2027
• ENGINEER – 90% Design Submittal	**133**	**7/27/2027**
PCCA Team Review	21	8/17/2027
• ENGINEER – Pre-sealed Design Documents Submittal	**21**	**9/7/2027**
PCCA Team Review	14	9/21/2027
• ENGINEER – Sealed Documents Submittal	**14**	**10/5/2027**
This Service Order will expire April 30, 2028.		

b. **Section 5. Method of Compensation** will be modified as follows:

The PCCA shall pay engineer the following additional compensation:

(Table on following page.)

Amendment No. 2 - Description of Services	NTE Amount
BASIC SERVICES:	
Concept Development – *Not included in this Amendment*	$ -
Preliminary Design Phase – *Not included in this Amendment*	$ -
Final Design Phase	$10,098,607.00
Bid Phase – *Not included in this Amendment*	$ -
Construction Phase – *Not included in this Amendment*	$ -
Subtotal, Basic Services	**$10,098,607.00**
SUPPORT SERVICES:	
Demand Analysis and Modeling – *Not included in this Amendment*	$ -
Railroad Coordination – *Not included in this Amendment*	$ -
Funding Strategy – *Not included in this Amendment*	$ -
Community Engagement & Permit Support – *Not included in this Amendment*	$ -
Commercial Client Interphase & Analysis – *Not included in this Amendment*	$ -
Topographic Survey and SUE	$ 117,180.00
Geotechnical Engineering	$ 78,330.00
Environmental Support	$ 129,276.00
Pipeline Study – *Not included in this Amendment*	$ -
Local Jurisdictional Coordination – *Not included in this Amendment*	$ -
Traffic Impact Analysis (TIA) – *Not included in this Amendment*	$ -
Pipeline Relocation Support	$ 349,490.00
Commercial Support	$ 261,840.00
Modeling, GIS, & Planning	$ 326,856.00
Grant Support	$ 71,760.00
Strategic Communications	$ 197,005.00
Subtotal, Support Services	**$ 1,531,737.00**
SUMMARY OF FEES:	
Basic Services Fee	$10,098,607.00
Support Services Fee	$ 1,531,737.00
TOTAL NOT TO EXCEED (NTE) FEE AMOUNT	**$11,630,344.00**

c. **Section 6. Consultants/Subconsultants retained or that will be retained as of the Commencement Date of this Service Order** will be modified as follows:

- International Consulting Engineers
- Terracon Consultants, Inc.
- Colliers Engineering & Design
- Bath Group, LLC

d. The Scope of Services currently authorized to be performed by the Engineer in accordance with the Service Order and previous amendments, if any, is modified by adding the following to **Exhibit A – Engineer's Services:**

PART 1 – BASIC SERVICES (AMENDMENT NO. 3)

A1.01 Concept Development Phase

Not included in this Amendment

A1.02 Preliminary Design Phase

Not included in this Amendment

A1.03 Final Design Phase (Amendment No. 3)

I. Engineer shall:

A. Attend a Project kick-off meeting to review the general scope of work, anticipated budget and schedule.

B. Project Management: Project management tasks under this scope of services include the following:

1. Maintain confidence of design cost, scope, schedule, and risk.

2. Maintaining written documentation of project decisions, correspondence, and notes of all meetings.

3. Provide brief monthly design status reports, including percent complete, anticipated effort over the next month, schedule update, and identification of issues to be resolved.

4. Subconsultant management and billing.

5. Oversee and manage the quality control process.

6. Foster partnering with PCCA, CPKC, UPRR, BNSF.

C. Project Level QC: Project-level QC tasks under this scope of services include the following:

1. Create a QA/QC design quality review plan and implementation strategy.

2. Conduct Interdisciplinary and Independent Technical reviews of pertinent aspects of the project.

3. Validate team design recommendations from a design and permitting standpoint.

4. Administer the QA/QC plan created under this scope.

D. 60% Design Development: The project team will incorporate and respond to client, agency, and stakeholder comments from the previously submitted 30% design package. This task will include the following:

1. Phasing Workshops:

    a. Engineer will conduct three (3) workshops, one (1) in person and two (2) remote, utilizing the Value Engineering (VE) Methodology to generate, evaluate, and develop alternative solutions that enhance overall project value. The workshops will focus on identifying opportunities for scope refinement, design optimization, improved constructability, risk mitigation, enhanced safety, schedule optimization, and improved performance, quality, operations, and maintenance while maintaining the project's functional requirements and design intent.

    b. Led by Engineer's in house, industry leading VE Facilitator, the multidisciplinary VE Team will follow a structured and collaborative process that includes information gathering, function analysis, idea generation, evaluation, and development of actionable recommendations. Engineer's approach emphasizes a clear understanding of project objectives, challenging assumptions, and identifying practical, high value solutions that improve performance while controlling costs.

    c. Deliverable: Agreed upon 60% Design Concept Drawing.

2. Rail Design and Railroad Coordination:

    a. Engineer will support the ongoing development and coordination of the 60% Rail design through regular project meetings, interdisciplinary design coordination, and engagement with the railroad stakeholders, including CPKC and Union Pacific Railroad (UPRR). The effort will include advancement and refinement of plan-and-profile drawings, grading plans, and typical sections to ensure consistency with the evolving rail, civil, roadway, structural, drainage, and utility designs. Detailed engineering coordination activities will be performed to resolve interface requirements, validate design assumptions, and maintain alignment among all project disciplines and stakeholder requirements.

    b. Engineer will manage and track UPRR design-review requirements, including maintenance of applicable UPRR checklists, coordination of railroad comments, and incorporation of approved resolutions into the design documents. The team will support systematic comment-resolution efforts by documenting responses, evaluating impacts to the design, and coordinating required revisions across affected disciplines. In parallel, Engineer will develop and update construction quantity calculations and fee or cost-estimating information to support project budgeting, scheduling, and OPCC refinement.

    c. The 60% effort will also include development and refinement of construction phasing concepts to support constructability, operational continuity, railroad coordination, and sequencing of major work activities. Draft technical specifications will be prepared and coordinated with the design documents to establish project requirements, materials, workmanship standards, testing provisions, and construction expectations appropriate to the design-development stage. These activities will collectively support a coordinated,

review-ready 60% design package that facilitates stakeholder review, risk identification, cost evaluation, and advancement toward final design.

3. Drainage:

    a. Update hydrology spatial files, calculations and models to reflect the site layout. This will include refining drainage area boundaries, updating flow paths and travel time estimates, and updating land use. The level of detail will be greater than at 30%, with drainage areas sized to allow the model to consider the impacts of changes to the interior drainage system. As needed, the level of detail in the without-project model will be increased so that the with-project and without-project models remain comparable.

    b. Hydraulic Modeling Updates: Address model stability issues, improve level of detail in the mesh and the model geometry (ditches, ponds, spillways, culverts). Include aspects of the interior drainage that would affect the floodplain impacts. As needed, the level of detail in the without-project model will be increased so that the with-project and without-project models remain comparable.

    c. Stakeholder Coordination and Permitting: Meet twice (virtually) with Nueces County and Nueces County Drainage District II. Engineer will describe the project and present the draft modeling results during the two meetings, which will occur prior to completion of the 60% design. Informal feedback provided by Nueces County and Nueces County Drainage District II during and after those meetings will be incorporated into the model and/or 60% draft drainage report, as appropriate. The 60% draft drainage report will be submitted for formal comments. These comments will be addressed prior to submittal of the Final Drainage Report.

    d. Field Visit: Visit the site to take pictures and make field observations at key locations identified during the design and modeling tasks.

    e. Hydraulic Design Optimization (60%): Run modeling iterations to optimize key drainage features, including culverts, spillways, pipes, berms, etc. Coordinate with the civil and track design groups to provide and receive feedback on changes to the design required to meet criteria and avoid adverse impacts.

    f. CLOMR Preparation: Prepare documentation for a Conditional Letter of Map Revision application reflecting the 60% design. The CLOMR application and supporting documents will be submitted to Nueces County (the floodplain administrator) for review and approval. Address review comments and submit to FEMA.

    g. Deliverable: Draft and Final Drainage Report.

    h. Assumptions:

i. The current scope and fee do not include any coordination or modeling efforts associated with regional detention ponds that may be developed by Nueces County or other local stakeholders.

ii. Interior drainage design for commercial buildout will be provided by other teams using standard design methodologies and following PCCA and Nueces County drainage criteria. This analysis under this Service Order will assess the overall extreme-event behavior of the interior system but will not include those aspects of the interior drainage system that do not significantly affect the floodplain. This analysis will not include assessment of whether the interior drainage system for future buildout meets all interior criteria (e.g., keeping the 100-yr WSE/HGL below pavement elevation for a container storage yard, if that is one of the criteria).

4. Rail and Road Structures:

a. This task includes preparing 60% plans, pre-final calculations, quantities, preliminary specifications and design report necessary for the four structures on the project as well as four spillway and weir structures. The four structures include one railroad bridge, one railroad box culvert, one overpass grade separation at County Road 40, and one roadway box culvert.

b. Grade Separation of County Road 40:

i. This subtask includes the work for progressing to 60% design for the County Road 40 overpass over the new tracks and the parallel ditch. The structure is a two span I-girder bridge, with MSE wall approach ramps. The available geotechnical information will be reviewed, and the structure design team will work with the geotechnical engineer to discuss the subsurface conditions, soil and/or groundwater corrosivity, anticipated settlements, allowable settlements for the structures, and pre-final structure foundation loads.

ii. Standard TxDOT beams will be considered for cost efficiency and structure depth to keep the roadway profile low. The TxDOT standard bridge girders will be designed and verified using PGSuper. The minimum vertical clearance above the top of the rail is 23’ – 6” This minimum dimension is controlled by CPKC and BNSF’s requirements, where UPRR allows for 23’ – 4”. The bridge substructure will be designed using RCPier, LPile, and SPColumn. TxDOT standard details will be independently verified and signed by the design team.

iii. Quantities and estimated cost based on the 60% plans will be developed.

iv. Walls on the approach to the bridge are assumed to be MSE walls. No calculations will be made for walls. MSE wall plans will include plan and profile sheets and a typical section.

c. Grade Separation of Access Road

i. This subtask includes the work for progressing to 60% design for an access road overpass on the north side of the project over the new tracks. The structure will likely be an I-girder bridge, with MSE wall approach ramps. The available geotechnical information will be reviewed, and the structure design team will work with the geotechnical engineer to discuss the subsurface conditions, soil and/or groundwater corrosivity, anticipated settlements, allowable settlements for the structures, and pre-final structure foundation loads.

ii. Standard TxDOT beams will be considered for cost efficiency and structure depth to keep the roadway profile low. The TxDOT standard bridge girders will be designed and verified using PGSuper. The minimum vertical clearance above the top of the rail is 23' – 6" This minimum dimension is controlled by CPKC and BNSF's requirements, where UPRR allows for 23' – 4".

iii. The bridge substructure will be designed using RCPier, LPile, and SPColumn. TxDOT standard details will be independently verified and signed by the design team. Quantities and estimated cost based on the 60% plans will be developed.

iv. Walls on the approach to the bridge are assumed to be MSE walls. No calculations will be made for walls. MSE wall plans will include plan and profile sheets and a typical section.

v. It is planned that the geotechnical subconsultant will perform additional bridge and MSE wall borings for this grade separation access road.

d. FM 1694 Bridge Widening

i. This subtask includes the 60% design for the widening of the roadway bridge on FM1694 adjacent to SH-44. The final lane configuration will be determined by the intersection design. The existing Record Drawings as provided by TxDOT will be reviewed and it is assumed that the existing substructure will be sufficient to support the extended deck.

e. Rail Bridge over Ditch C

i. A bridge carrying multiple tracks will be constructed over Ditch C. The project team will progress the bridge plans to 60% design level. The bridge will be precast standard UPRR box girders with precast abutment and pier caps. Pile type and size will be selected during 60% design.

ii. Bridge plans will include precast detailing for precast components, and steel details. Plans will include typical abutment and pier sections.

iii. Pre-final design for the structure will be performed using Leap Concrete Bridge Software, Lpile, RCPier and SPColumn. Quantities and estimated cost based on the 60% plans will be developed.

f. Box Culvert Design

i. Two separate twin 10’ x 10’ box culverts will be required on the site at Ditch A. The box culverts will be assumed to be Cast-in-Place. TxDOT does not provide a standard precast double box culvert.

ii. The railroad box culvert will be located at Ditch A and will carry 8 railroad tracks and several access roads. It assumed that the boxes will require 30 degree flared wingwalls and have 0 skew. The culvert will be designed to accommodate Cooper E-80 loading.

iii. The roadway box culvert will carry Theta Ave across Ditch A. The culvert will be designed for HL-93 loading per TxDOT standard design criteria.

iv. Structural design will include determination of minimum wall thicknesses and reinforcement using Eriksson Culvert.

g. Spillway and Weir Structures

i. Two spillways and two weir structures will be required for the detention basins to store water volume. The spillways and weirs consist of a concrete lined segment along the berm boundary, with riprap toe protection. Plans will include plan and elevation views, as well as typical sections.

h. Assumptions/Exclusions

i. Assumes no bridge widening will be required at the intersection of FM 1694 & SH 44.

ii. Assumes no changes to the configuration of the structures from 30% design.

iii. Excludes load rating.

iv. Excludes separate submittals to UPRR or CPKC or other stakeholders.

5. Traffic:

a. The previously completed Traffic Impact Analysis (TIA) evaluated the traffic related impacts associated with the proposed construction and operations at the project site and developed roadway projects to mitigate traffic impacts surrounding the site and to accommodate trucks.

b. FM 1694 Speed Study

i. The purpose of this task is to identify the 85th percentile speeds on FM 1694 and to determine if the posted speed limit needs to be updated. The site is proposing driveways along FM 1694 which has an existing posted speed limit of 60 miles per hour. CJ Hensch will collect current spot speed data and travel times at two locations along FM 1694 during a typical weekday (Tuesday to Thursday) for one AM and one PM peak hour.

c. Traffic Signal Warrant Analysis (2 locations)

i. A detailed traffic signal warrant analysis will be performed for each of the nine TMUTCD warrants for the following intersections which were identified by the TIA due to the additional volumes and proximity to the existing railroad:

- SH 44 and FM 1694 – Additional site traffic as well as rerouted traffic due to the closure of Texas Yes Blvd and CR 44.

- Business 77 at CR 44 – Additional left turns to/from the site.

ii. The 12-hour turning movement count data was previously collected; therefore, no additional data collection is anticipated. Both intersections have a railroad crossing adjacent to the intersection. Even if a signal is warranted, it is not required to be installed. A draft and final technical memorandum will be developed for each intersection.

d. Traffic Impact Analysis (TIA) Updates and Permitting Support

i. Assuming TxDOT would require a new scenario to be performed for the approval of the Traffic Impact Analysis, this task includes one new Synchro model scenario to determine intersection capacity and Level of Service (LOS) for a single year during an AM and PM peak hour.

ii. This task also includes revisions to the conceptual layouts and development of traffic rerouting exhibits for the partial roadway closures to support the approval of the Traffic Impact Analysis and the permitting process.

e. Assumptions/Exclusions

i. Alternative intersection analysis and intersection crash diagrams would be additional scope.

ii. The traffic study is for a typical weekday, and a traffic analysis scenario for the weekend or an event at the fairgrounds would be an additional scope. Additional scenarios or updates impacting a majority of a scenario intersection results would be additional scope.

iii. Traffic signal designs would be additional scope.

6. Roadway Design:

a. External Roadway 60% Design (Off-Site) – Engineer's subconsultant will develop 60% design layouts of up to the following six mitigation measures for external roadway and intersection improvements using (Microstation or Open Roads – To be verified before final scope) software. Engineer's subconsultant will manage the overall plan set and develop traffic control plan, typical sections, roadway plan and profile sheets, drainage design, EPIC and SW3P TxDOT standard sheets, and TxDOT standards and specifications. Engineer's

subconsultant will collect survey and utility data within public right of way. Engineer's subconsultant will perform geotechnical investigations required for this design. Engineer's subconsultant will provide 60% cost estimates to be incorporated into the overall project cost estimate.

b. The following preliminary conceptual improvements would be designed, upon decisions between PCCA and public agencies.

- IH 69 NBFR at CR 44 – Right turn lane on the frontage road into CR 44 and improved turning radius.
- IH 69 NBFR at Alpha Rd – Design proposed driveway with right turn lane.
- FM 1694 at CR 48 – Increase turning Radii.
- FM 1694 at Theta Rd – New driveway and left or right turn lanes, as required.
- FM 1694 at Texas Yes Blvd – Driveway improvements and left or right turn lanes, as required.
- FM 1694 at SH 44 – Add SB Right turn lane.

c. Assumptions/Exclusions:

- 30% External Roadway Design Plans would be additional scope if required by TxDOT.

7. Electrical Design:

a. The electrical team will advance electrical design to a 60% design level. This effort will define the main electrical systems and establish the power and communication point of connection for the site. These will also provide sufficient design information to support detailed client review, interdisciplinary coordination, agency engagement, constructability evaluation, project scheduling, and an updated Opinion of Probable Construction Cost (OPCC).

b. The design will establish the intended configuration of the electrical system, utility conflict resolutions, construction phasing concepts, and major electrical details. The design will be developed to a level at which material conflicts and project risks can be identified, evaluated, and assigned for resolution before final design.

c. Engineer's subconsultant will lead the coordination with American Electric Power and South Texas Electrical Co-op. Coordination with utility companies will be prioritized to establish point of connection for power and communications. Locations of substations, light standard, manholes and pull boxes, and duct bank routing will be coordinate among disciplines to avoid major conflicts. Substation grounding will be provided. Area lighting levels

around turnouts will be analyzed and verified to comply with PCCA standard criteria. An independent review of Engineer's electrical design will be performed.

d. The 60% submittal will represent a design-development package and will not constitute final, sealed, bid-ready, or construction-ready contract documents.

8. Civil Design:

a. Engineer will advance the civil design to the 60% design level. This phase will define the principal civil systems and establish the controlling horizontal and vertical geometry for the facility, incorporating available survey data and technical studies, including subsurface utility engineering (SUE), geotechnical investigations, environmental constraints, hydrologic and hydraulic analyses, and inputs from rail, roadway, structural, electrical, communications, and pipeline disciplines. The design will also incorporate authorized changes to project geometry, design criteria, property limits, construction phasing, operational requirements, drainage configurations, utility strategies, and access concepts. The resulting design package will provide sufficient development to support detailed client review, interdisciplinary coordination, agency engagement, constructability assessments, project scheduling, and preparation of an updated Opinion of Probable Construction Cost (OPCC).

b. The 60% design will establish the intended configuration of the rail yard and associated civil infrastructure, including site grading, earthwork, internal roadways, onsite pavement, drainage channels, detention facilities, storm drainage systems, civil utilities, demolition limits, and utility conflict-resolution strategies. Engineer will further refine the overall site layout to define the relationships between rail facilities, roadway networks, drainage systems, utility corridors, security features, operational areas, and property boundaries while maintaining coordination with the latest authorized rail and facility plans. The design will utilize digital terrain models and coordinated civil design files to support interdisciplinary coordination, grading development, quantity calculations, clash detection, cross-section generation, and constructability evaluations.

c. Site grading and earthwork design will advance to establish finished grades, subgrade elevations, slope transitions, drainage patterns, tie-ins, and critical sections required to support track alignments, roadway infrastructure, structural pads, detention facilities, utility corridors, and site access. Preliminary earthwork evaluations will quantify expected clearing, excavation, embankment, borrow, stockpile, and disposal requirements while identifying risks associated with unsuitable materials, settlement, moisture-sensitive soils, haul routes, and construction staging. Drainage infrastructure, including Ditches A and C, internal channels, swales, detention ponds, culverts, storm drains, outfalls, and erosion-control measures, will be integrated into civil design using approved hydrologic and hydraulic criteria to ensure adequate conveyance, storage, freeboard, maintenance access, and long-term performance.

d. The design package will also advance demolition and site-preparation plans identifying facilities that must be removed, relocated, protected, abandoned, or modified to accommodate construction. Utility conflict management efforts will continue through development of a utility conflict matrix, incorporation of available SUE and test-hole information, and coordination with utility owners and project stakeholders to evaluate clearances and develop resolution strategies. Civil utility systems, including potable water and sanitary sewer infrastructure, will be advanced to define alignments, crossings, access requirements, protection measures, and anticipated easement needs. Coordination will also continue with pipeline, gas, communications, and fiber systems to ensure that civil design interfaces are properly identified and incorporated into the contract documents.

e. The team will further develop the design of internal roadways, access facilities, and pavement systems necessary to support terminal operations. This work will establish roadway alignments, profiles, intersections, turning movements, pavement sections, tie-ins, drainage features, and accommodations for operational, maintenance, emergency, and service vehicles. Preliminary signing, striping, and traffic-control concepts will be developed to support design review and cost estimating. In addition, conceptual erosion and sediment control measures will be prepared to identify disturbance limits, stabilization requirements, stormwater management features, and environmental compliance considerations.

f. The 60% submittal will represent a design-development package and will not constitute final, sealed, bid-ready, or construction-ready contract documents.

9. Opinion of Probable Construction Cost (OPCC):

a. As part of the 60% milestone, Engineer will prepare an updated Opinion of Probable Construction Cost (OPCC) that expands upon the previous 30% estimate and reflects the increased level of design definition. The estimate will be developed in accordance with AACE Class 4 estimating standards and will provide separate cost summaries for CPKC, CCA, and UPRR, further organized by Phase 1 and Phase 2 implementation. The estimate will build upon the established work breakdown structure (WBS) and incorporate all major project elements, including demolition, utility relocations, erosion control, earthwork, drainage, roadway and pavement systems, fencing and site improvements, utilities, electrical and communications systems, structures, rail infrastructure, mobilization, contingency, escalation, and applicable soft costs.

b. The cost estimate will be prepared using a Uniformat-based structure and will include supporting labor, material, and equipment assumptions. Design quantities will be developed by the respective engineering disciplines and extracted from the current design models to provide a consistent basis for cost development. Contingency and escalation allowances will be applied in accordance with AACE Class 4 estimating practices, including escalation to the anticipated midpoint of construction. The estimate will assume the project is not tax exempt and will be developed over an anticipated three-and-a-half-week

estimating period. Upon completion, the 60% OPCC package will be submitted to the client for review and comment and will serve as a key tool for budget validation, project planning, risk assessment, and advancement toward final design.

10. Programmatic Schedule:

    a. Engineer will develop a coordinated 60% project schedule that aligns with the design-development package and the 60% Opinion of Probable Construction Cost (OPCC). The schedule will be prepared in Primavera P6 and will include detailed activities and work scope corresponding to the proposed design, construction packages, and major project elements. The schedule will establish anticipated construction start and completion dates, key milestones, likely critical path activities, permitting requirements, and long-lead procurement items necessary to support overall project planning, stakeholder coordination, and constructability reviews.

    b. The schedule will be structured to reflect the anticipated implementation strategy, including an Early Works construction package for the relocation of existing pipelines ahead of Phase 1 site clearing and demolition activities. The overall program will be organized into two construction phases and will identify major activities and milestones for each of the three project entities—CPKC, UPRR, and PCCA. The schedule will illustrate the logical sequencing and interfaces between the entities while identifying dependencies that may affect project execution, permitting, utility coordination, railroad operations, and delivery of critical infrastructure.

    c. Engineer will prepare the schedule as a planning and coordination tool and, unless otherwise directed, it will not be resource-loaded or cost-loaded. A corresponding Basis of Schedule narrative will be developed to document key assumptions, constraints, phasing logic, sequencing considerations, anticipated durations, and project dependencies used in the schedule development process. The schedule is anticipated to require approximately three and one-half weeks to compile and will be submitted to the client for review and comment. The 60% schedule package will provide a framework for project planning, risk assessment, stakeholder coordination, and advancement toward final design and construction implementation.

11. Risk Register:

    a. Engineer will support PCCA as the project advances from 30% to 60% design by maintaining an up-to-date understanding of project cost and schedule risk and translating design development into realistic, risk-adjusted forecasts. As part of this effort, Engineer will participate in the phasing and value engineering (VE) workshop to identify new risks, opportunities, and scope changes, evaluate the impact of proposed VE options on project risk exposure, and provide comparisons of cost and schedule risk before and after implementation of potential changes.

b. The team will also conduct a one-time workshop to confirm risk ownership and mitigation actions from the existing 30% risk register, followed by periodic risk review meetings to monitor mitigation progress, update risk status, retire closed risks, and identify emerging risks. Throughout the period, risk status reports will be issued to support project decision-making.

c. At the 60% design milestone, Engineer will update the project risk register, refresh the quantitative cost and schedule risk model using the latest design estimate and schedule, and perform a Monte Carlo-based Quantitative Risk Assessment (QRA) to evaluate risk-adjusted outcomes across multiple confidence levels. The assessment will culminate in updated recommendations for contingency, schedule planning, and risk mitigation, providing PCCA with a refreshed and defensible view of project cost, schedule, and risk exposure as the project moves toward final design.

d. Assumptions:

- No substantive change to the 30% Risk Register and Quantitative Risk Assessment scope or structure is assumed other than the additions described above.

E. CADD Management BIM Delivery: The Project involves working with PCCA, UPRR, CPKC and BNSF all of which have different CADD standards and use a variety of software for their deliverables. e.g. the Class I's use Microstation, OpenRail, Open Roads, the PCCA uses ACAD Civil3D. Ensuring that the deliverables are in the correct format will be key to the successful delivery of the project.

F. In preparing the 60% Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by PCCA during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to PCCA's instructions.

G. Meet with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions.

II. Engineer shall conduct an internal quality control review of all 90% Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution due to lack of information, lack of clarity, or significant errors or conflicts will be returned to the Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

III. Prepare and assemble 90% Design and bidding-related documents. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing

that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 90% Design Submittal include:

A. Completed Design Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.

B. Completed Consultant Design Submittal Summary Form.

C. 90% OPCC in the format of the anticipated Bid Breakdown (PDF).

D. 90% Drawings for interim review (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

E. Basis of Design, Summary of Design Criteria, and/or Summary of Calculations (as applicable to the scope - any required Basis of Design, Summary of Design Criteria, and/or Summary of Design Calculations must be neatly organized into single PDF documents, sealed, and included with the 90% submittals if not previously sealed and submitted).

F. Table of Contents with proposed Technical Specifications in PCCA required format (single PDF with bookmarked Sections).

G. Reference documents such as Geotechnical Report, related historical record drawings, utility records, USACE Permit, etc. (if applicable and not previously submitted).

H. Risk Register.

IV. Engineer's services under the 90% Design Phase will be considered complete on the date when Engineer has delivered to PCCA the revised signed and sealed 100% PS&E Design Phase deliverables along with written confirmation that PCCA's comments and questions from the interim review have been addressed or resolved within the sealed Report.

A1.04 Bid Phase

Not included in this Amendment

A1.05 Construction Phase

Not included in this Amendment

PART 2 – SUPPORT SERVICES (AMENDMENT NO. 3)

A2.01 Support Services Required to be Listed in the Contract

A. Support Services included in this Contract include:

7. **Topographic Survey**: Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes.

h. Amendment No. 3 - Additional Topographic Survey - Colliers will perform any support services needed for Survey and SUE on an as needed basis commensurate on

the budget allocated. In this task provision has been made for 40 QLA test holes and five (5) limited survey mobilizations.

8. **Geotechnical Report**: Provide a sealed Geotechnical Report based on Engineer's recommended geotechnical investigations and geotechnical recommendations needed for design and/or construction. The Geotechnical Report shall:

    e. Amendment No. 3 - Additional Topographic Survey - Terracon will perform any geotechnical support services necessary to further design commensurate on the budget allocated. This task has an allocation of 10 borings of 30ft depth with the associated geotechnical properties testing.

9. **Environmental Support**: This task will be performed by Engineer's subconsultant. The environmental support services will include:

    a. Amendment No. 3 - Engineer's environmental team will support the design team and assist PCCA's environmental consultant with exhibits and documentation necessary to apply for environmental permits. While PCCA will directly manage environmental specialty consultants responsible for field studies and technical reports, Engineer will coordinate, review, and integrate environmental findings into engineering design. Engineer's responsibilities, commensurate with the allocated hours, include:

        i. Supporting environmental coordination among the Owner, design teams, environmental consultants.

        ii. Reviewing environmental reports prepared by others and incorporating applicable recommendations into project plans and specifications.

        iii. Maintaining design related environmental commitments, permit tracking, risk management, and QA/QC oversight.

        iv. Supporting permitting efforts with the U.S. Army Corps of Engineers (USACE) and Texas Commission on Environmental Quality (TCEQ) through engineering exhibits, permit documentation, impact calculations, and agency coordination.

        v. Supporting the design team to incorporate environmental requirements into design milestones (60% & 90%).

        vi. Assumptions/Exclusions:

            - PCCA retains specialty environmental consultants.

            - Engineer performs engineering integration and permitting support only.

            - NEPA documentation is excluded unless separately authorized.

            - Stakeholder technical information/reports/data collected within Right-of-Ways is provided by PCCA or responsible agencies. Environmental field investigation, discipline specific technical reports, Phase I/II investigations

and remediation, or agency fees, mitigations or property acquisition tasks are excluded from the scope.

13. **Pipeline Relocation Support**

    a. Assist the Port of Corpus Christi with Pipeline relocation agreements as needed.

    b. Act as Owners Engineer for Oversight during pipeline adjustments.

    c. Prepare input for 60% Design for removal of abandoned pipelines.

14. **Commercial Support**

    a. Through this task the Engineer commercial development team will support PCCA's economic development team in ways they feel fit to further commercial development of the property. The level of effort on this task will be commensurate with the allocated hours.

15. **Modeling, GIS, & Planning:**

    16. 60% Design - This task will focus on refinement of the access points to the terminal including comparison of at-grade vs overpass access options. We will also incorporate fresh commercial information into an overall operating plan to demonstrate that the operational capacity of the railyard will be adequate to meet projected demand, and to help guide the phasing of development to make efficient use of capital.

        i. Rail/Road grade Separation. Model = Vissim.Analyze at-grade vs grade separated operations and timing for capital spend.

        ii. Roadway/gate alignments. Model = Vissim. Explore multiple options for road access and potential gate placements, Analyze gate process and gate sizing, Impacts on overall development.

        iii. Rail Yard Network Capacity and connectivity. Model = RailOps. Used to confirm terminal capacity and suggest timing of track construction to match future rail vs current design and connectivity – in anticipation of demand. Movement of rail operations shown in detail: Identifies utilization of switch points and tracks Includes unload/load capacity of working tracks. Colors and graphics to show which RRs are involved movement.

        iv. Evaluate Cost/Benefit of a Rail Shuttle to Port. Model = RailOps. Compare overall operating costs for rail shuttle vs trucking. These will include concept planning of the route and required CapEx to upgrade rail infrastructure as well as operational cost for rail operations vs trucking from marine terminal to the inland rail facility.

        v. Overall layout info and phasing. Model = GIS. Organize buildout into phases. Show constraints on unique layers including pipelines, rail right of way, drainage area, roadways, electric utilities etc. Can be used to compare development

alternatives by linking project phases and costs to a development timeline. Can be used to quickly sort and display options such as quantity of pipeline impacted, quantity of fill required for site development, etc.

vi. Client can be allowed to manipulate a version hosted in Engineer cloud.

17. 90% Design - The majority of the planning issues will be covered at 60% design. The GIS organization and presentation of information will continue to evolve through 90% design. As terminal drawings and other input data are updated as the project progresses, the GIS modelling tools will be updated to stay current with the latest available project information.

18. **Grant Support**

    a. Engineer will provide grant support services on an as needed basis commensurate to the hours allocated.

19. **Strategic Communications:** Engineer will provide the following Strategic Communication support services during the 60% Design development:

    a. Coordination Meetings

    - Communications coordination meetings (1x-month)
    - Meeting agendas, action items, and follow-up documentation (1-month)

    b. SWOT Analysis

    - Facilitation of SWOT workshops (2)
    - Draft SWOT analysis plan
    - Comment resolution
    - Final SWOT analysis plan

    c. Messaging Pillars, FAQ & Talking Points Library

    - Draft messaging and communications materials
    - Comment resolution (2)
    - Final messaging and communications materials
    - One (1) update

    d. Evergreen Project Materials (Project Overview Leave-Behind and Presentation Deck)

    - Draft project materials

- Comment resolution (2)
- Final project materials
- Updates (2 per document)

e. Media Relations Support

- Draft response to media inquiry (3)
- Development of one (1) Op-ed/media and thought-leadership content

f. Local and Regional Elected Official and Stakeholder Briefings

- Custom talking points/questions for feedback (15)
- In-person attendance support (10) +2 rounds travel
- Virtual attendance support (5)
- Key takeaway style notes (15)

g. Assumptions:

- Assumes 6 months for 60% Design Submittal

3. *(For Reference Only)* Service Order Summary

DESCRIPTION OF SERVICES	Original Service Order Breakdown	Amendment No. 1 Breakdown	Amendment No. 2 Breakdown	Amendment No. 3 Breakdown (current)	Amended Total Service Order Breakdown
BASIC SERVICES:					
Concept Development	$280,300.00	$ 0.00	$ 0.00	$ 0.00	$ 280,300.00
Preliminary Design Phase	$ 0.00	$ 0.00	$2,828,034.00	$ 0.00	$ 2,828,034.00
Final Design Phase	$ 0.00	$ 0.00	$ 0.00	$10,098,607.00	$10,098,607.00
Bid Phase	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Phase	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Subtotal, Basic Services	**$280,300.00**	**$ 0.00**	**$2,828,034.00**	**$10,098,607.00**	**$13,206,941.00**
SUPPORT SERVICES:					
Demand Analysis and Modeling	$189,604.00	$ 0.00	$ 0.00	$ 0.00	$ 189,604.00
Railroad Coordination	$193,796.00	$ 0.00	$ 0.00	$ 0.00	$ 193,796.00
Funding Strategy	$ 25,550.00	$ 0.00	$ 0.00	$ 0.00	$ 25,550.00
Community Engagement & Permit Support	$ 83,681.00	$ 0.00	$ 0.00	$ 0.00	$ 83,681.00
Commercial Client Interphase & Analysis	$ 0.00	$100,000.00	$ 0.00	$ 0.00	$ 100,000.00
Topographic Survey & SUE	$ 0.00	$ 0.00	$ 958,501.00	$ 117,180.00	$ 0.00
Geotechnical Engineering	$ 0.00	$ 0.00	$ 256,645.00	$ 78,330.00	$ 0.00
Environmental Support	$ 0.00	$ 0.00	$ 94,668.00	$ 129,276.00	$ 0.00
Pipeline Study	$ 0.00	$ 0.00	$ 155,920.00	$ 0.00	$ 155,920.00
Local Jurisdictional Coordination	$ 0.00	$ 0.00	$ 241,234.00	$ 0.00	$ 241,234.00
Traffic Impact Analysis (TIA)	$ 0.00	$ 0.00	$ 208,178.00	$ 0.00	$ 208,178.00
Pipeline Relocation Support	$ 0.00	$ 0.00	$ 0.00	$ 349,490.00	$ 349,490.00
Commercial Support	$ 0.00	$ 0.00	$ 0.00	$ 261,840.00	$ 261,840.00
Modelling, GIS & Planning	$ 0.00	$ 0.00	$ 0.00	$ 326,856.00	$ 326,856.00
Grant Support	$ 0.00	$ 0.00	$ 0.00	$ 71,760.00	$ 71,760.00
Strategic Communications	$ 0.00	$ 0.00	$ 0.00	$ 197,005.00	$ 197,005.00
Subtotal, Support Services	**$492,631.00**	**$100,000.00**	**$1,915,146.00**	**$ 1,531,737.00**	**$ 4,039,514.00**
SUMMARY OF FEES:					
Basic Services Fee	$280,300.00	$ 0.00	$2,828,034.00	$10,098,607.00	$13,206,941.00
Support Services Fee	$492,631.00	$100,000.00	$1,915,146.00	$ 1,531,737.00	$ 4,039,514.00
TOTAL NOT TO EXCEED AMOUNT	**$772,931.00**	**$100,000.00**	**$4,743,180.00**	**$11,630,344.00**	**$17,246,455.00**

The foregoing Service Order Summary is for reference only and does not alter the terms of the Service Order.

PCCA and Engineer hereby agree to modify the above-referenced Service Order as set forth in this Amendment. All provisions of the Agreement and Service Order not modified by this or previous Amendments remain in effect. ***The effective date of this Amendment is August 19, 2026.***

PORT OF CORPUS CHRISTI AUTHORITY "PCCA":		**AECOM TECHNICAL SERVICES, INC. "ENGINEER":**	
By:		**By:**	Craig Holland Craig Holland (Aug 10, 2026 14:11:43 PDT)
Title:	**Chief Executive Officer**	**Title:**	Vice President
Date:		**Date:**	08/10/2026

This section is for PCCA use only.

$11,630,344						
AS	BA	SM	PD	PR	SC	VE

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Natasha Fudge, P.E.
Director of Engineering Services
Natasha@pocca.com
(361) 885-6686

ANTICIPATED STAFF PRESENTER: Thomas Sandoval, P.E.
Senior Project Engineer

Award a construction contract to Mako Contracting, LLC in the amount of $1,386,588 on a lump sum basis for the Security Command Center Site Improvements Project.

SUMMARY: Staff is seeking the Port Commission award a construction contract to Mako Contracting, LLC in the amount of $1,386,588 on a lump sum basis, the lowest and best bid received on August 6, 2026, for the Security Command Center Site Improvements Project.

BACKGROUND: In August 2024, Phase 1 of construction was completed for the interior remodeling of the Power Street building for use as the PCCA's new Security Command and Control Center. Phase 2 of the improvements was the replacement of the HVAC system to replace end of life existing equipment, attain energy efficiencies, meet current industry standards, and to provide balanced conditioned air to modified building spaces. This final phase of the overall project intent is to secure the exterior building site and make improvements to the exterior facilities/amenities. On October 21, 2025, the Port Commission approved a Service Order with LJA Engineering, Inc. in the amount of $211,525 for engineering services associated with designing this project. The objective behind the exterior site improvements is to optimize ingress and egress, improve parking capacity and pavement conditions, provide suitable security fencing system and access points, enhance security and area lighting/cameras, and address landscaping. The Port Police Department moved into the building in June 2026 and this construction will be phased to ensure minimal impact to PD operations.

The construction contract documents were structured with a Base Bid and Additive Bid Item 1, as follows:

- **Base Bid -** The work generally consists of the demolition of existing wood and cable fencing, degraded timber bollards, and deteriorated concrete flatwork; removal of approximately 3,500 square yards of existing asphalt pavement section

to a depth of 8 inches and replacing pavement area with 3,200 square yards of 8 inch thick reinforced concrete; re-routing of 290 linear feet of underground drainage infrastructure; multiple new light/camera poles and associated deep foundations; substantial electrical work and equipment to support new lighting, cameras, and access control: 685 linear feet of galvanized metal perimeter fencing with one 18-foot wide, one 24-foot wide, and three 5-foot pedestrian gates; 3,700 square feet of new landscaping consisting of ornamental planting beds and low maintenance planting with supporting irrigation system; 1,750 square feet of bioswale drainage features; and a $100,000 allowance for timely mitigation of unforeseen project interface elements during construction. The allowance is not guaranteed and can only be used with written approval from the PCCA. Note that cameras and related security infrastructure are to be installed by others on newly installed poles.

- **Additive Bid Item 1 -** Restore and seal the exterior masonry of the building to prevent moisture infiltration.

Bids were evaluated using an Evaluated Bid included in the bid documents. The Evaluated Bid consists of a combination of the Base Bid and a theoretical quantity of the Additive Bid Item to give the PCCA the ability to rate the submitted bids on an equitable basis and to provide the best value to the PCCA. Staff recommends the award of the Evaluated Bid amount with the knowledge that the Additive Bid Item may not be required in its full cost and capacity.

On August 6, 2026, we received five responsive bids to our Notice of Solicitation, of which Mako Contracting, LLC submitted the lowest and best Evaluated Bid in the amount of $1,386,588, which included $1,143,118 for the Base Bid and $243,470 for Additive Bid Item 1.

Mako Contracting, LLC has successfully completed PCCA projects in the past, including: Joe Fulton International Trade Corridor Intersection Improvements Project and the Bulk Dock 2 Roadway Extension.

The construction contract duration is 120 calendar days.

ALTERNATIVES: Deferring the award to a later date will result in the loss of current validated market pricing and could lead to increased project costs if rebid at a later date. In addition, the risk of further deterioration of existing assets, such as increased pavement cracks, moisture infiltration due to building envelope deficiencies, and security vulnerabilities will remain unaddressed.

CONFORMITY TO PORT PROCUREMENT POLICY: Mako Contracting, LLC was selected in conformance with the Texas Water Code and PCCA's Procurement Policy using the Request for Competitive Sealed Bids procurement method. A total of 63 companies downloaded the solicitation, and five contractors submitted a bid.

STRATEGIC ALIGNMENT: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2029 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

FINANCIAL IMPACT: This project is included in this year's approved capital PCCA Annual Budget with an allocation of $500,000 in 2026 with additional funding in following years.

STAFF RECOMMENDATION: Staff recommends the Port Commission award a construction contract to Mako Contracting, LLC in the amount of $1,386,588 on a lump sum basis, the lowest and best bid received on August 6, 2026, for the Security Command Center Site Improvements Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
Executive Staff	Kent Britton
	Kyle Hogan
Legal	Standard Construction Contract

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Solicitation Results

August 18, 2026

Award a construction contract to Mako Contracting, LLC in the amount of $1,386,588 on a lump sum basis for the Security Command Center Site Improvements Project.

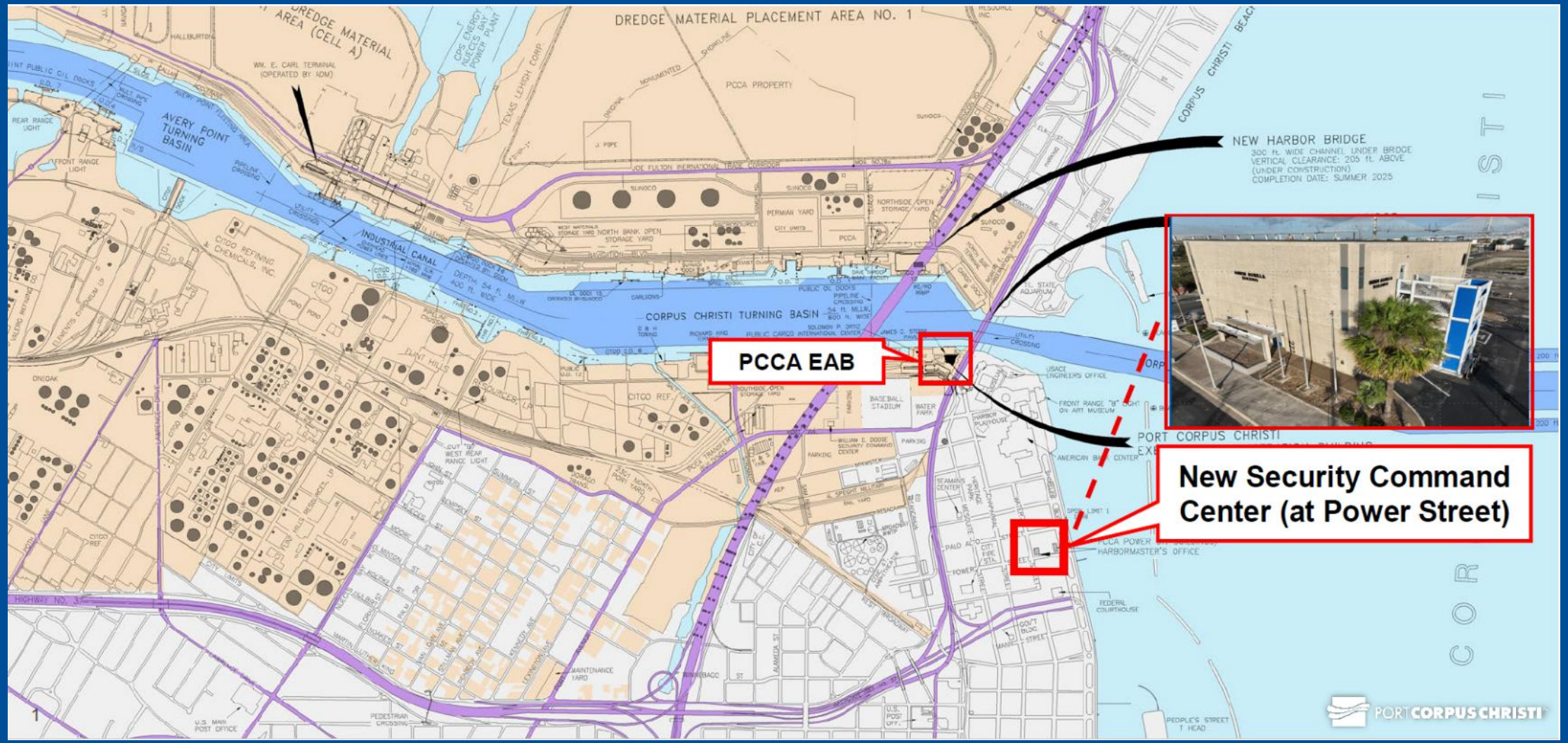
Port Commission Meeting

Thomas Sandoval, P.E. | Senior Project Engineer

Presented by PORT CORPUS CHRISTI®

Security Command Center Site Improvements

Project Location

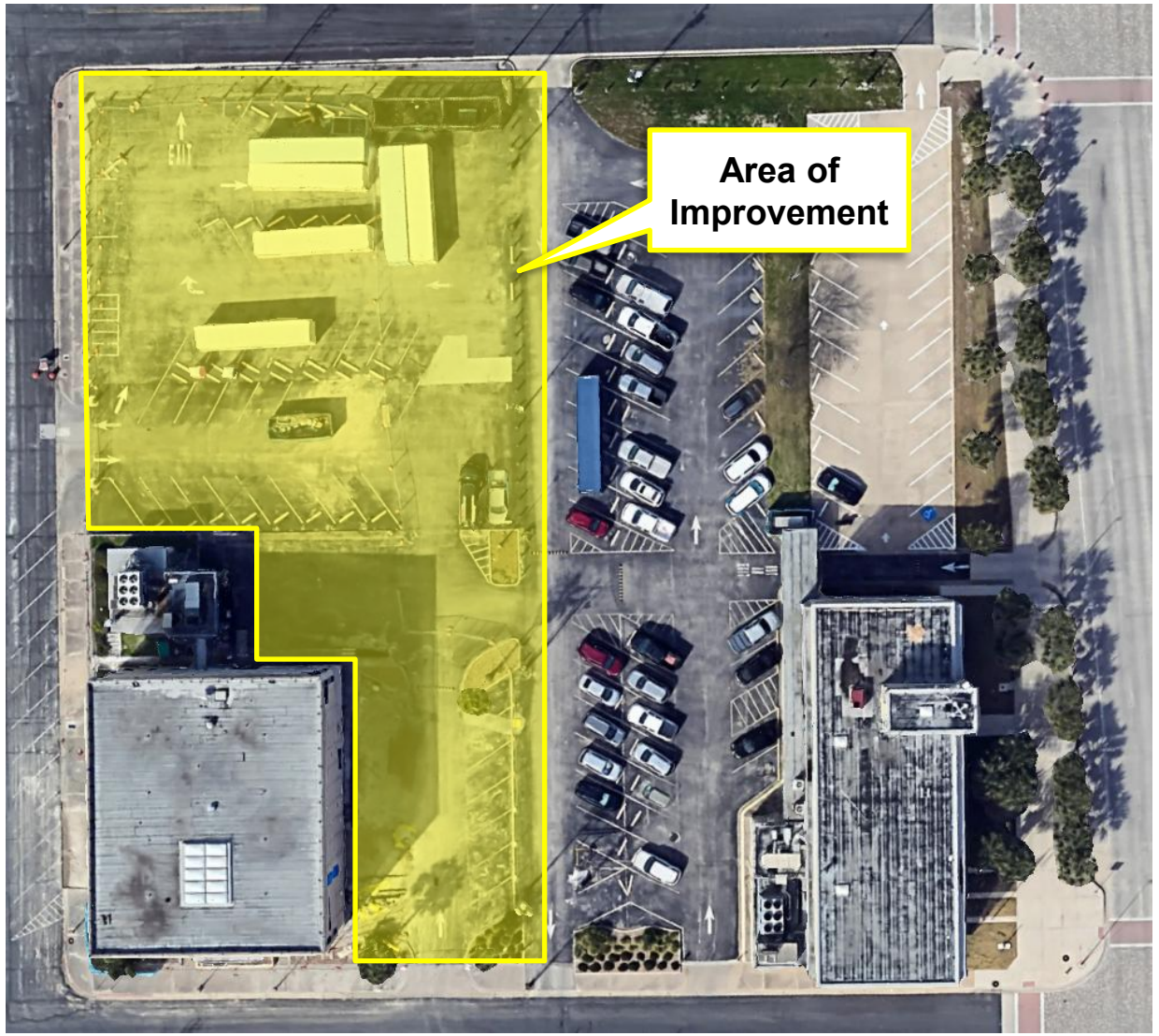


Security Command Center Site Improvements

Project Overview

Background:

- In August 2024, Phase 1 was completed for the remodeling of the interior
- Phase 2 was the replacement of the HVAC system to replace end of life existing equipment
- Final Phase is to secure the exterior building site and make improvements to exterior facilities and amenities.



Project Scope of Work (This Phase):

- Site Work: Pavement and Drainage Improvements
- ADA compliance and improvements, to include improved parking capacity
- Installation of security fencing and access gates
- Electrical and lighting enhancements
- Landscaping improvements
- Restoration and Sealing the building's envelope

Security Command Center Site Improvements

Solicitation Results

Company Name	Bid Bond or Check	Base Bid[A]	Additive Bid Item 1[B]	Total Evaluated Bid[C]	Addendum	
					No.1	No.2
Mako Contracting, LLC	5% Bid Bond	$1,143,118.06	$243,469.60	$1,386,587.66	X	X
White Star Services, LLC	5% Bid Bond	$1,444,078.75	$175,000.00	$1,619,078.75	X	X
JE Construction Services, LLC	5% Bid Bond	$1,426,521.00	$500,000.00	$1,926,521.00	X	X
SpawGlass Contractors, Inc.	5% Bid Bond	$1,497,432.28	$446,420.00	$1,943,852.28	X	X
Beecroft Construction	5% Bid Bond	$1,496,331.00	$498,079.00	$1,994,411.00	X	X

*Project to be complete within one hundred twenty (120) calendar days of Notice to Proceed date.

Base Bid: The work generally consists of site demolition, pavement repairs and reconstruction, drainage improvements, ADA upgrades, electrical and lighting enhancements, installation of security fencing and access gates, and landscaping improvements. The work is intended to improve site functionality, safety, drainage, and overall security. This is a lump sum Base Bid item. An allowance for unforeseen project interface elements is included in the Bid Breakdown Sheet. Bidders shall include the full allowance amount in their Base Bid. The allowance is not guaranteed and may only be used with prior written approval from the PCCA.

Additive Bid Item 1: Restore and seal the exterior of the building to prevent water intrusion. Per the drawing sheets included titled "Security Command Center Site Improvements Mortar Gap Repairs and Exterior Sealants" This is a lump sum bid item.

Evaluated Bid: Base Bid (Total Lump Sum for Base Bid)+Additive Bid Item 1/Lump Sum

Staff recommends the award of a construction contract to Mako Contracting, LLC in the amount of $1,386,588.

Thank you

PORT CORPUS CHRISTI®

Solicitation Results For
Security Command Center Site Improvement
Project No. 20-032N
Bid Opening: Thursday, August 6, 2026 @ 3:00 PM

Company Name	Bid Bond or Check	Base Bid[A]	Additive Bid Item 1[B]	Total Evaluated Bid[C]	Addendum		Recommended Award: Base Bid + Additive Bid Item 1
					No.1	No.2	
Mako Contracting, LLC	**5% Bid Bond**	**$1,143,118.06**	**$243,469.60**	**$1,386,587.66**	**X**	**X**	**$1,386,588.00**
White Star Services, LLC	5% Bid Bond	$1,444,078.75	$175,000.00	$1,619,078.75	X	X	$1,619,079.00
JE Construction Services, LLC	5% Bid Bond	$1,426,521.00	$500,000.00	$1,926,521.00	X	X	$1,926,521.00
SpawGlass Contractors, Inc.	5% Bid Bond	$1,497,432.28	$446,420.00	$1,943,852.28	X	X	$1,943,853.00
Beecroft Construction	5% Bid Bond	$1,496,331.00	$498,079.00	$1,994,411.00	X	X	$1,994,411.00

*Project to be complete within one hundred twenty (120) calendar days of Notice to Proceed date.

Base Bid: The work generally consists of site demolition, pavement repairs and reconstruction, drainage improvements, ADA upgrades, electrical and lighting enhancements, installation of security fencing and access gates, and landscaping improvements. The work is intended to improve site functionality, safety, drainage, and overall security. This is a lump sum Base Bid item. An allowance for unforeseen project interface elements is included in the Bid Breakdown Sheet. Bidders shall include the full allowance amount in their Base Bid. The allowance is not guaranteed and may only be used with prior written approval from
Additive Bid Item 1: Restore and seal the exterior of the building to prevent water intrusion. Per the drawing sheets included titled "Security Command Center Site Improvements Mortar Gap Repairs and Exterior Sealants" This is a lump sum bid item.

Evaluated Bid: Base Bid (Total Lump Sum for Base Bid)+Additive Bid Item 1/Lump Sum

Evaluated Bid: To rate the bids on an equitable basis and provide the most value to the PCCA, the bids are evaluated using the following formula:

Base Bid Amount
+ Additive Bid Item 1
Total Amount - Evaluated Bid

Read By: Melinda Licon
Tabulated By: Marissa Gonzalez
Checked & Prepared By: Claudia Gonzales
Date: 08/07/2026

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Natasha Fudge, P.E.
Director of Engineering Services
Natasha@pocca.com
(361) 885-6686

ANTICIPATED STAFF PRESENTER: Thomas Sandoval, P.E.
Senior Project Engineer

Approve an increase in contingency and Change Order with Alfred Palma, LLC in the amount of $1,124,948 for the Bulk Materials Terminal Shiploader and Conveyance Repairs Project per a negotiated lump sum for items not in the original scope of the construction contract.

SUMMARY: Staff is seeking Port Commission approval of an increase in contingency and Change Order with Alfred Palma, LLC in the amount of $1,124,948 for the Bulk Materials Terminal Shiploader and Conveyance Repairs Project per a negotiated lump sum for items not in the original scope of the construction contract.

BACKGROUND: In September 2025, the Port Commission awarded a Construction Contract to Alfred Palma, LLC in the amount of $12,815,425 for the Bulk Materials Terminal Conveyance and Shiploader Repairs Project. This investment will extend the shiploader's operational life by an estimated 10 years. This rehabilitation effort addresses equipment reliability concerns, identified during recent interim repairs, moving beyond temporary fixes to a solution that enhances overall terminal performance and supports sustained customer service. The scope of work for the project generally includes repairs to conveyor belts, their supporting structures, and the shiploader, as well as testing, repairs and replacements, and recommendations of repairs and replacements of electrical work at the conveyor belts, shiploader, transformers, and transfer towers.

A planned outage was scheduled from May 8 to June 22, providing a 45-day shutdown of Bulk Dock 2 to complete the shipload rehabilitation project. Due to the age of the equipment (1984), limited historical documentation and record drawings, and the inability to fully expose to inspect critical components while the shiploader remained operational during design, staff anticipated that unforeseen conditions would likely be encountered during construction. During the outage, the project team completed a comprehensive rehabilitation of the shiploader, including replacement of major mechanical and electrical systems, as well as significant structural and conveyor improvements. Key elements of the rehabilitation consisted of the following:

- Structural Repairs: Replacements and reinforcement of deficient steel sections, complete surface preparation, and application of a full protective coating system to prevent further corrosion.
- Mechanical Upgrades: Installation of new gearboxes designed for higher efficiency and reduced maintenance requirements; replacement of drive lines with upgraded components to improve reliability and load handling capacity; precision laser alignment of gear boxes and drive lines to ensure optimal performance, minimizing vibration and extending the equipment service life.
- Electrical Upgrades: Replacement of major electrical equipment, components, conduits, and wiring to ensure reliability, safety and compliance with current industry standards. Conversion of all motors, which are DC, to AC motors.
- Conveyor System Rehabilitation: Major repairs to conveyor belts 7 and transfer station 4. Removal of Conveyor belt 5 and replaced with a new system to restore the material handling capacity and improve throughput efficiency.

During the critical 45-day dock outage, the team encountered several unforeseen mechanical and electrical conditions that required immediate attention to maintain the project schedule and ensure safe, reliable operation of the shiploader. Electrical challenges included the implementation of additional grounding requirements, modification to the new electrical room (connex), and installation of new conduit systems through reconstructed cable tray routes. Concurrently, mechanical investigations revealed alignment issues that required the fabrication of custom shafts to achieve precise gearbox and driveline alignment. These modifications were critical to preventing excessive vibration and premature equipment wear that could significantly impact system reliability and service life. Despite these challenges, the team worked continuously to identify solutions and complete rehabilitation within the outage window.

For comparison, a previous mechanical failure of the shiploader required approximately 60 days to repair. During this outage, the team successfully replaced major structural, mechanical, and electrical systems, as well as two conveyors, while maintaining the Port's commitments to its customers and minimizing disruptions to ongoing operations.

Operator feedback following commissioning has been overwhelmingly positive, particularly regarding the improved performance, reliability, and enhanced operational capabilities, including the implementation of a wireless remote-control system (belly pack) that provides greater flexibility and visibility during loading operations.

To address the unforeseen conditions encountered during construction and complete the additional troubleshooting, fabrication, alignment, and electrical modifications required for successful commissioning, staff negotiated the final change order in the amount of $1,124,948.

ALTERNATIVES: Without the additional troubleshooting, fabrication, and electrical work, the shiploader would not have been capable of safe and reliable operations. Since

returning the shiploader to service, BMT has successfully loaded seven (7) vessels. During the initial operation period, contractors remained on-site and on standby to address startup and commissioning issues as they arose, ensuring the shiploader operated at peak performance and that customer service commitments were maintained. PCCA staff felt this was the only viable (or at least preferred) alternative.

CONFORMITY TO PORT PROCUREMENT POLICY: Alfred Palma, LLC was selected in conformance with the Texas Water Code and PCCA's Procurement Policy using the Request for Competitive Sealed Proposals, a customary formal procurement method. A total of 71 companies downloaded the solicitation, and one contractor submitted a proposal.

STRATEGIC ALIGNMENT: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2029 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

FINANCIAL IMPACT: This project is included in this year's approved capital PCCA Annual Budget with an allocation of $10,114,425 in 2026 to complete this work. With this change order plus all previously approved change orders, the total not-to-exceed amount for this construction contract will be approximately $14,873,935.

STAFF RECOMMENDATION: Staff recommends the Port Commission approve a Change Order with Alfred Palma, LLC in the amount not to exceed $1,124,948 and an increase in contingency for the Bulk Materials Terminal Shiploader and Conveyance Repairs Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
Executive Staff	Kent Britton
	Kyle Hogan
Legal	Standard Change Order

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Change Order

August 18, 2026

Bulk Materials Terminal Conveyance and Shiploader Repairs

Port Commission Meeting



Thomas Sandoval, P.E. | Senior Project Engineer

Presented by PORT CORPUS CHRISTI®

Bulk Materials Terminal Conveyance and Shiploader Repairs

Project Overview

Project Purpose

- Extend the life of the shiploader 10 years and perform rehabilitation and replacements to associated conveyance systems
- Restore the productivity rate to 1500 tph

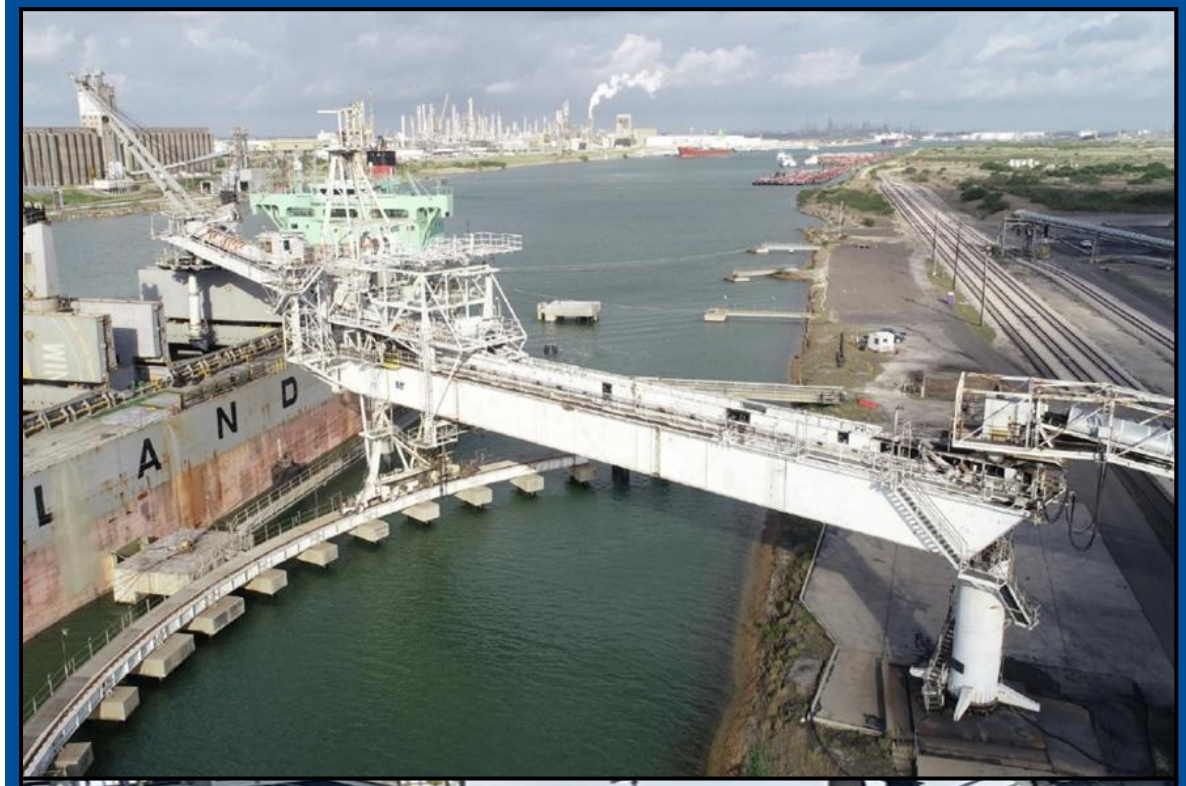
Overall Project Elements

Shiploader Rehab: ***(in close-out)***

- Major electrical upgrades
- Major mechanical upgrades
- Remove/replace operator room with remote operations
- Re-coat the entire shiploader
- Installation of new transformer
- Festoon system replacement

Conveyor System: ***(complete)***

- Conveyor Belt 7 Rehabilitation
- New Conveyor Belt 5
- Major Repairs to Transfer Station 4







Bulk Materials Terminal Conveyance and Shiploader Repairs

Summary

FINANCIAL

• Original Contract Amount	$12,815,425.00
• Previous Change Orders Total	$ 933,562.67
• This Change Order	$ 1,124,947.56
	$14,873,935.23

ACTION

- Approve Change Order and increase in contingency with Alfred Palma, LLC in the amount of $1,124,947 for the BMT Conveyance and Shiploader Repair per a negotiated lump sum for tubular support structural and electrical inspection, mechanical, and electrical unforeseen work.

SCHEDULE

- No additional days added to schedule. Notice of final acceptance to follow

Thank you

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CHANGE ORDER

Change Order No 10
August 18, 2026

PROJECT: BMT Conveyance and Shiploader Repairs
PROJECT NUMBER: 23-032D
CONTRACTOR: Alfred Palma, LLC

****

This contract is modified to include the changes listed below, and the contract amount and/or contract time will be changed to reflect these modifications:

See attached description of modifications and breakdown of charges on Page 2.

Change in contract amount	$ 1,124,947.56
Change in contract time	0 Days

****

Awarded Contract Amount:	$ 12,815,425.00
Total Amount of Previous Change Orders:	$ 933,562.67
Amount of this Change Order:	$ 1,124,947.56
Revised Contract Amount:	$ 14,873,935.23

Notice to Proceed Date:	September 29, 2025
Original Contract Time:	200 days
Previous Changes in Contract Time:	0 days
Calendar Days for this Change Order:	0 days
Revised Contract Time:	0 days
Substantial Completion Date:	7/6/2026

****

The change in contract amount incorporates all costs for this Change Order including but not limited to the following—direct and indirect costs, overhead, profit, insurance, bonds, labor, materials, equipment, supervision, and delays. This Change Order is accepted and executed by the Port of Corpus Christi Authority and Contractor as signed by their duly authorized representatives below.

Port of Corpus Christi Authority

By: _____
Thomas Sandoval, P.E.
Sr. Project Engineer

By: _____
Jacob Morales, P.E.
Chief of Design & Construction

Date: _____

Contractor

By: _____

Name *(Printed)*: _____

Title: _____

Date: _____

****

Codes for PCCA use only:

BA	EO	VE	SC	OR	MD	SCH
				1,124,947.56		

DRAFT

PORT CORPUS CHRISTI®

CHANGE ORDER

Change Order No. 10
August 18, 2026

PROJECT: BMT Conveyance and Shiploader Repairs
PROJECT NUMBER: 23-032D
CONTRACTOR: Alfred Palma, LLC

****

1. Increase in contract amount for Contractor to perform a structure inspection of Shiploader's tubular support column which was performed on June 9 to 17, 2026.

Change in contract amount	$	77,421.05
Change in contract time		0 Days

2. Increase in contract amount for Contractor to perform the electrical inspection of the Shiploader's tubular support column which was performed on May 26, 2026.

Change in contract amount	$	62,290.39
Change in contract time		0 Days

3. Increase in contract amount to perform surface prep, power wash, and coating the heavy corroded areas of the tubular support column on June 22, 2026

Change in contract amount	$	27.957.34
Change in contract time		0 Days

4. Increase in contract amount to perform the unforeseen work associated alignment issues to associated with the new shafts, gearboxes, and drivelines

Change in contract amount	$	271,169.09
Change in contract time		0 Days

5. Increase in contract amount to perform the onsite fabrication of new power train shafts that connect the new gearboxes and drivelines

Change in contract amount	$	406,753.63
Change in contract time		0 Days

6. Increase in contract amount to perform unforeseen electrical work such as additional grounding requirements, modifications to the new electrical room, and new conduit systems

Change in contract amount	$	279,356.06
Change in contract time		0 Days

TOTAL CHANGE IN CONTRACT AMOUNT	**$**	**1,124,947.56**
TOTAL CHANGE IN CONTRACT TIME		**0 Days**

****

Codes for PCCA use only:

BA	EO	VE	SC	OR	MD	SCH

DRAFT

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Natasha Fudge, P.E.
Director of Engineering Services
Natasha@pocca.com
(361) 885-6686

ANTICIPATED STAFF PRESENTER: Fernando Quintanilla
Project Engineer

Approve Amendment No. 3 to Service Order No. 2 under Master Services Agreement No. 22-06 with Halff Associates, Inc. in an amount not to exceed $104,000, using standard hourly rates with a ceiling price, for geotechnical engineering services associated with the Southside Storm Water Improvements Project.

SUMMARY: Staff is seeking Port Commission approval of Amendment No. 3 to Service Order No. 2 under Master Services Agreement No. 22-06 with Halff Associates, Inc. in an amount not to exceed $104,000, using standard hourly rates with a ceiling price, for geotechnical engineering services associated with the Southside Storm Water Improvements Project.

BACKGROUND: From 2020 to 2022, the PCCA developed a Storm Water Master Plan for the Inner Harbor and Rincon areas and identified areas recommended for infrastructure improvements to improve management of stormwater quantity and stormwater quality within the port. The project area is located south of the Corpus Christi Ship Channel and its associated drainage basin, which extends generally from the Ortiz Center to the Salt Flats outfall channel (east to west) and from the Inner Harbor to Port Avenue (north to south). It encompasses approximately 60 acres and includes Cargo Docks 8, 14, 15, an adjacent laydown yard, and adjacent areas.

As a continuation of that study and plan, the PCCA negotiated Service Order No. 2 in the amount of $146,223 with Halff Associates, Inc. (Halff), approved by Port Commission on October 15, 2024, to provide preliminary engineering services to make recommendations for improvements to help mitigate potential flood risk. The service order included professional topographic surveying, site assessment, development of preliminary design options, and recommendations for incorporating green infrastructure best management practices such as biofiltration, bioretention, and/or vegetated swales and vegetated filter strips to the extent these BMPs are feasible and practical for the chosen locations. The subsequent amendment approved by Port Commission on October 25, 2025 included the

detailed design and preparation of construction drawings and technical specifications for drainage capacity improvements to mitigate flood risk as well as green infrastructure enhancements to improve water quality in two areas in the vicinity of PCCA's Cargo Docks 8, 14, and 15.

During the design of proposed stormwater improvements, the consultant determined that additional geotechnical investigations are necessary because the upgraded stormwater pipes traverse beneath the Salt Flats Levee System at two locations. The Salt Flats Levee System is an engineered earthen structural feature that functions as a permanent stormwater barrier, and in order to evaluate subsurface conditions and ensure the proposed improvements do not compromise the structural integrity or stability of the existing levee system, additional analysis is required. Therefore, the additional geotechnical investigation will include completing two soil borings at separate locations along the levee system, slope stability and seepage analysis, determining suitable fill material, and development of a sealed report.

Additionally, this amendment includes: engineering services for the final design of removing and replacing portions of the existing earthen Salt Flats Levee in two locations to upgrade pipe sizes, full closure outfall structures in accordance with US Army Corps of Engineers and City of Corpus Christi's design requirements, associated construction drawings, technical specifications, opinion of probable construction cost, and other deliverables.

This amendment is for additional engineering services, which staff has negotiated in an amount not to exceed $104,000 in the attached amendment.

ALTERNATIVES: Failure to perform the required geotechnical investigation would increase the risk of designing improvements based on incomplete subsurface information, which could compromise the structural integrity and long-term stability of the existing Salt Flats Levee System. In addition, unforeseen soil conditions encountered during construction could result in design modifications, construction delays, increased costs, and potential claims.

CONFORMITY TO PORT PROCUREMENT POLICY: Halff Associates, Inc. was selected in conformance with PCCA's Procurement Policy using the Informal Selection Process for procurement of professional design services. The selection was made on the basis of demonstrated competence and qualifications to perform the required services for a fair and reasonable price.

STRATEGIC ALIGNMENT: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2029 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

FINANCIAL IMPACT: This project is included in this year's approved capital PCCA Annual Budget with an allocation of $1,000,000 in 2026 with additional funding in following

years. With this amendment plus one previous amendment approved by Port Commission in October 2025, the total not-to-exceed amount for this contract will be $479,723.

STAFF RECOMMENDATION: Staff recommends the Port Commission approve Amendment No. 3 to Service Order No. 2 under Master Services Agreement No. 22-06 with Halff Associates, Inc. in an amount not to exceed $104,000, using standard hourly rates with a ceiling price, for geotechnical engineering services associated with the Southside Storm Water Improvements Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
Executive Staff	Kent Britton
	Kyle Hogan
Legal	Standard Service Order Amendment

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Service Order No. 2 Amendment No. 3

Southside Storm Water Improvements

Amendment with Halff Associates, Inc. for Geotechnical Services







Legend:

Area identified for this project

Borehole location

MASTER SERVICES AGREEMENT NO. 22-06
HALFF ASSOCIATES, INC.

SERVICE ORDER NO. 2 - AMENDMENT NO. 3

1. Background Data

ORIGINAL SERVICE ORDER
Commencement Date of Original Service Order: October 15, 2024
PCCA Project Manager (PM): Fernando Quintanilla
Project Name: Southside Storm Water Improvements
Project No. 24-028A

2. Description of Modifications

a. **Section 4. Service Order Schedule** will be modified as follows:

Action	Allotted Cal. Days	Due on or Before
PCCA Commencement Date – Amendment No. 3	-	8/19/2026
• ENGINEER – Unsealed Design Documents to PCCA PM	-	**10/26/2026**
PCCA Team Review	10	11/5/2026
• ENGINEER – Final Sealed Documents Submittal	**7**	**11/12/2026**
This Service Order will expire April 30, 2028.		

b. **Section 5. Method of Compensation** will be modified as follows:

The PCCA shall pay engineer the following additional compensation:

Description of Services	NTE Amount
BASIC SERVICES:	
Preliminary Design Phase – *not included in this amendment*	$ -
Final Design Phase	$ 49,500.00
Bid Phase – *not included in this amendment*	$ -
Construction Phase – *not included in this amendment*	$ -
Subtotal, Basic Services	**$ 49,500.00**
SUPPORT SERVICES:	
Topographic Survey	$ -
Geotechnical Levee Analysis	$ 54,500.00
Subtotal, Support Services	**$ 54,500.00**
SUMMARY OF FEES:	
Basic Services Fee	**$ 49,500.00**
Support Services Fee	**$ 54,500.00**
Allowance for additional services (per PCCA's authorization only)	**$ -**
TOTAL NOT TO EXCEED (NTE) FEE AMOUNT	**$ 104,000.00**

c. **Section 6. Subconsultants / Consultants retained or that will be retained as of the Commencement Date of the Service Order** will be modified as follows:

- Terracon – Geotechnical Levee Analysis

d. The Scope of Services currently authorized to be performed by the Engineer in accordance with the Service Order and previous amendments, if any, is modified by adding the following to **Exhibit A – Engineer's Services:**

PART 1 – BASIC SERVICES

A1.01 Preliminary Design Phase

Not included in this amendment.

A1.02 Final Design Phase

A. Engineer shall:

16. Amendment No. 3 - Final Design Phase includes the design element of removing and replacing portions of the existing Salt Flats Levee in two (2) locations to upgrade pipe sizes and full closure outfall structures in accordance with City of Corpus Christi and USACE design requirements. This design shall include:

    a. Construction drawings, notes, and details; technical specifications and product cut sheets; quantities; OPCC; and associated bidding and construction phase services.

    b. Deliverables for the Unsealed Prefinal and Sealed Final Submittals.

A1.03 Bidding Phase

Not included in this amendment.

A1.04 Construction Phase

Not included in this amendment.

PART 2 – SUPPORT SERVICES

A2.01 Support Services Required to be Listed in the Contract

A. Support Services for this Contract include:

2. Amendment No. 3 - Geotechnical levee analysis: Provide necessary geotechnical

levee analysis for Engineer's design purposes.

a. The Geotechnical Levee Analysis is limited to two (2) locations along the Salt Flats Levee from East Port Avenue to the Corpus Christi Inner Harbor.

b. Analysis is to be submitted as a sealed report in PDF format. Report is to include, but not be limited to, slope stability and seepage analysis, recommendations for levee design and fill material, testing requirements, and technical specification review.

3. *(For Reference Only)* Service Order Summary

DESCRIPTION OF SERVICES	Original Service Order Breakdown	Amendment No. 1 Breakdown	Amendment No. 2 Breakdown	Amendment No. 3 Breakdown (current)	Amended Total Service Order Breakdown
BASIC SERVICES:					
Preliminary Design Phase	$146,223.00	$ 0.00	$ 0.00	$ 0.00	$146,223.00
Final Design Phase	$ 0.00	$ 0.00	$176,000.00	$ 49,500.00	$225,500.00
Bid Phase	$ 0.00	$ 0.00	$ 10,500.00	$ 0.00	$ 10,500.00
Construction Phase	$ 0.00	$ 0.00	$ 19,500.00	$ 0.00	$ 19,500.00
Subtotal, Basic Services	**$146,223.00**	**$ 0.00**	**$206,000.00**	**$ 49,500.00**	**$401,723.00**
SUPPORT SERVICES:					
Topographic Survey	$ 0.00	$ 0.00	$ 23,500.00	$ 0.00	$ 23,500.00
Geotechnical Levee Analysis	$ 0.00	$ 0.00	$ 0.00	$ 54,500.00	$ 54,500.00
Subtotal, Support Services	**$ 0.00**	**$ 0.00**	**$ 23,500.00**	**$ 54,500.00**	**$ 78,000.00**
SUMMARY OF FEES:					
Basic Services Fee	$146,223.00	$ 0.00	$206,000.00	$ 49,500.00	$401,723.00
Support Services Fee	$ 0.00	$ 0.00	$ 23,500.00	$ 54,500.00	$ 78,000.00
Allowance for Addt'l Services (*PCCA auth. only*)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL NOT TO EXCEED AMOUNT	**$146,223.00**	**$ 0.00**	**$229,500.00**	**$104,000.00**	**$479,723.00**

The foregoing Service Order Summary is for reference only and does not alter the terms of the Service Order.

PCCA and Engineer hereby agree to modify the above-referenced Service Order as set forth in this Amendment. All provisions of the Agreement and Service Order not modified by this or previous Amendments remain in effect. ***The effective date of this Amendment is August 19, 2026.***

PORT OF CORPUS CHRISTI AUTHORITY "PCCA":		**HALFF ASSOCIATES, INC. "ENGINEER":**	
By:		**By:**	
Title:	**Chief Executive Officer**	**Title:**	**Vice President**
Date:		**Date:**	08/10/2026

This section is for PCCA use only.

$104,000						
AS	BA	SM	PD	PR	SC	VE

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Tony MacDonald
Director of Operations
tmacdonald@pocca.com
361-885-6156

ANTICIPATED STAFF PRESENTER: Kaden Bailey
Project Manager

Reject bids for the Stroman Security Station Canopy Project.

SUMMARY:

Staff requests the Port Commission reject bids received on July 8, 2026, for the Stroman Security Station Canopy Project.

BACKGROUND:

The scope of work for this project included the construction of a new canopy structure for the inspection area including lighting, signage, electrical upgrades, and infrastructure for security cameras.

Due to the proposed future development for the south side of the ship channel including Cargo Docks 8, 14, and 15, the southside storage yard and potentially additional areas, any improvements constructed as part of the Stroman Security Station Canopy Project may conflict with future development and may need to be removed. As a result, staff feels the construction of the new canopy structure should not move forward at this time.

ALTERNATIVES:

Award a construction contract to CCC Group Inc. in the amount of $1,689,859 for the Stroman Security Station Canopy Project.

CONFORMITY TO PORT PROCUREMENT POLICY:

This process conforms to the PCCA's procurement policy and the Texas Water Code.

FINANCIAL IMPACT:

The project was included in the 2026 budget.

STAFF RECOMMENDATION:

Staff recommends the Port Commission reject the bids received on July 8, 2026 for the Stroman Security Station Canopy Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Operations
Reviewed & Approved	Tony MacDonald
Legal	Dane Bruun
Executive Staff	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:

Solicitation results

Solicitation Results For
Stroman Security Station Canopy (Rebid)
Project No. 24-308A
Bid Opening: Wednesday, July 8, 2026 @ 3:00 PM

Company Name	Bid Bond/ Cashier's Check	Base Bid	Addendum	
			No 1	No 2
CCC Group, Inc.	5% Bid Bond	$1,689,859.00	X	X
JE Construction Services LLC	5% Bid Bond	$1,995,000.00	X	X

*Project to be complete within one hundred twenty (120) calendar days of Notice to Proceed date.

BASE BID: The work generally includes the construction of a new security canopy over the existing guard station, utility relocations, and electrical upgrades. Work consists of new cameras, lighting, and routing of communication lines. This is a lump sum bid.

Read By: Melinda Licon
Tabulated By: Nicholas Hastings
Checked & Prepared By: Melinda Licon
Date: July 8, 2026

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Daniel J. Koesema, P.E.
Director of Channel Infrastructure
dan@pocca.com
361-885-6138

ANTICIPATED STAFF PRESENTER: Daniel J. Koesema, P.E.
Director of Channel Infrastructure

Approve an amendment to Service Order No. 2 under Master Services Agreement No. 24-07 with HDR Engineering, Inc. in an amount not to exceed $60,724, to be paid on a time and materials basis, to expand the scope of work to include subsurface utility engineering in support of the Tule Lake DMPA Levee Raise Project.

SUMMARY:

Staff is seeking Port Commission approval of an amendment to Service Order No. 2 under Master Services Agreement No. 24-07 with HDR Engineering, Inc. (HDR) in an amount not to exceed $60,724, to be paid on a time and materials basis, to expand the scope of work to include subsurface utility engineering services in support of the Tule Lake Dredge Material Placement Area (DMPA) Levee Raise Project. These services are required to identify, locate, and characterize existing underground utilities along the proposed dredge pipe conduit alignment between the Corpus Christi Ship Channel and Tule Lake DMPA to support project design, avoid utility conflicts, and reduce construction risk.

BACKGROUND:

In 2024, staff negotiated Service Order No. 2 with HDR to provide engineering design services and contract document preparation for improvements at multiple DMPAs, including Tule Lake DMPA. The Tule Lake DMPA scope included design of levee improvements and design of a new dredge pipe conduit between the Corpus Christi Ship Channel and Tule Lake DMPA. The proposed conduit will serve as an operational and safety improvement by providing a dedicated route for dredge pipe access to the placement area.

Currently, dredging contractors utilizing Tule Lake DMPA route temporary dredge pipe through an existing culvert located behind Citgo Dock 3. The existing configuration of the site, including the approach angles between dock structures and the culvert, combined with saturated ground conditions on the upland side, creates logistical and safety challenges for dredging contractors.

A new dredge pipe conduit would provide a more direct and efficient route for dredge pipe access to Tule Lake DMPA. Design of the conduit is approximately 90 percent complete; however, the proposed alignment crosses five existing pipelines for which the exact location and depth of cover have not been verified.

Staff has negotiated the attached amendment with HDR to perform subsurface utility engineering (SUE) services along the proposed conduit alignment. The SUE investigation will utilize minimally invasive excavation methods to expose and verify the horizontal and vertical location of the five pipeline crossings and identify potential utility conflicts. The scope of work also includes earthwork and matting necessary to facilitate site access in saturated soil conditions. Information obtained through the SUE investigation will support final design of the conduit, reduce construction risk, and improve project cost and schedule certainty.

ALTERNATIVES:

Approve the amendment to Service Order No. 2 with HDR to perform subsurface utility engineering (SUE) services for the Tule Lake DMPA dredge pipe conduit. These services will verify the location and depth of existing pipeline crossings, support final design, and reduce construction risk.

Alternatively, the Port Commission could decline to approve the amendment and PCCA could eliminate the proposed dredge pipe conduit from the Tule Lake DMPA Levee Raise Project. However, doing so would eliminate the operational, constructability, and safety benefits associated with the proposed conduit.

CONFORMITY TO PORT PROCUREMENT POLICY:

HDR was selected in conformance with PCCA's Procurement Policy using the RFQ procurement method. A total of 60 firms downloaded the solicitation and 6 companies submitted statements of qualifications in response to the RFQ. All statements of qualifications were evaluated utilizing the criteria defined in the solicitation.

STRATEGIC ALIGNMENT:

This project conforms to the PCCA's Strategic Plan 2029 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

FINANCIAL IMPACT:

The FY26 Capital Budget includes $50,000 to complete engineering design services associated with the Tule Lake DMPA Levee Raise Project. This amendment, in the amount of $60,724, expands the scope of work to include subsurface utility engineering services for the project. Approval of this amendment will bring projected FY26 expenditures for the project to $77,882, exceeding the approved budget by $27,882. The budget overage will be offset by favorable variances in other FY26 Capital Budget projects.

The requested services are necessary to verify the location and depth of existing pipeline crossings along the proposed dredge pipe conduit alignment and support completion of the final design. This information is required to advance the project and reduce construction risk associated with utility conflicts.

STAFF RECOMMENDATION:

Staff recommends Port Commission approval of an amendment to Service Order No. 2 under Master Services Agreement No. 24-07 with HDR Engineering, Inc. in an amount not to exceed $60,724, to be paid on a time and materials basis, to expand the scope of work to include subsurface utility engineering services in support of the Tule Lake DMPA Levee Raise Project.

DEPARTMENTAL CLEARANCES:

Originating Department	**Channel Infrastructure**
Reviewed & Approved	Daniel J. Koesema
Legal	Dane Bruun
Executive Staff	Kent Britton
	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:

HDR Engineering, Inc. Amendment No. 3 to Service Order No. 2
Exhibit

MASTER SERVICES AGREEMENT NO. 24-07
HDR ENGINEERING, INC.

AMENDMENT NO. 3 TO SERVICE ORDER NO. 2

1. Background Data

Commencement Date of Original Service Order: July 16, 2024
Commencement Date of this Amendment: August 18, 2026
PCCA: Kyle Brown
Engineer: Andrew Maxa
Project Name: Tule Lake DMPA Levee Raise
Project Number: 24-425A

2. Description of Modifications

a. **Section 2. Services of Engineer (Scope of Services)**: The Scope of Services currently authorized to be performed by Engineer in accordance with the Service Order and previous amendments, if any, is modified by adding the following to **Section 2. Services of Engineer (Scope of Services) – Exhibit A** :

A1.6 Subsurface Utility Engineering and Survey

1. SUE Services – Perform a Subsurface Utility Engineering (SUE) Survey to identify existing utilities along the proposed dredge pipe conduit alignment between the Corpus Christi Ship Channel and Tule Lake DMPA. SUE services will be conducted in accordance with the practices and procedures described in the American Society of Civil Engineers (ASCE) Publication CI/ASCE 38-22 Standard Guideline for Investigating and Documenting Existing Utilities.

2. Perform SUE Quality Level D Services (Utility Information Research).
    a. Conduct utility records research of the project limits. Review information from one or more of the following sources:
        i. One Call Notification Center
        ii. Internet-Based Databases
        iii. Aerial Imagery
        iv. Utility Owners' Record Drawings, Previous Construction Plans, Database Information Maps
        v. County Clerk's Office
        vi. Department of Transportation
        vii. Oral Histories
    b. Provide all copies of all information gathered from utility owners to the PCCA.

3. Perform SUE Quality Level C Services (On-Site Visual Inspection and Inclusive of Quality Level D Services)
    a. Identify utility surface features, identify position through topographic survey, and correlate the applicable utility records to the identified features, and resolve any discrepancies.

4. Perform Quality Level B Services (Geophysical Equipment Location and Inclusive of Quality of Level C Services)
    a. Utilize appropriate suite of geophysical equipment to designate and mark underground utilities of the project limits which are then tied down by survey.
        i. Mark underground utilities at 50-foot intervals and changes in direction.
        ii. Designate plastic water lines, force mains, and other non-metallic utility lines through the use of ground penetrating radar (GPR) or an acoustic locator. When these methods are not effective, depict facilities at Quality Level D or Quality Level C depending on the available information.
        iii. Designate other non-metallic utility lines by temporarily introducing metallic material such as fish tape, rodder, or a sonde, and then tracing them.
    b. Hydro-probe two (2) industrial pipelines within Tule Lake DMPA.

5. Perform Quality Level A Services (Test Holes and Inclusive of Quality Level B Services).
    a. Utilize minimally invasive air- and/or water-assisted vacuum excavation equipment (or other nondestructive means) as well as hand digging to expose the utilities at specific points and tie down by survey. Perform 12 test holes on:
        i. 11 Gas Pipelines and 1 Fiber Optic Line between Tule Lake DMPA and the Corpus Christi Ship Channel.
    b. Collect three-dimensional (x,y,z) information on the utilities at est hole locations. Gather attribute information such as utility type, material, and carrier pipe wall thickness.
    Restore test hole location to pre-excavation condition as is reasonably practicable.

6. Topographic Survey. Perform all surveying that is required for designated and exposed utilities, including visible utility appurtenances within the project limits. Tie surveyed data into project-stablished project controls.

7. Deliverables. Prepare and submit the following deliverables:
    a. SUE CAD File. Provide topographic survey file depicting the type and location of surveyed utilizes in accordance with ASCE 38-22.
    b. SUE Plan Set and Test Hole Data Sheets. Provide plan set and data sheets signed and sealed by an Engineer Licensed to Practice in the State of Texas depicting, as applicable, the data collected in the Quality Level D, C, B, and A SUE Services.
        i. Plan Set will be engineering drawings in plan view with aerial imagery background.
        ii. Test hole data sheets will identify utility size, material, direction, and type of surface marker used to identify the test hole location.

b. **Section 4. Service Order Schedule:** The schedule for rendering services under this Service Order is modified as follows:

Party	**Action**	**Estimated Schedule (Calendar Days unless otherwise noted)**
PCCA	Issue Notice to Proceed	On or About August 18, 2026
Engineer	Complete Field Work and Provide Draft Deliverables	Within 12 Weeks of NTP
PCCA	Provide Comments on Draft Deliverables	Within 3 Weeks of Receipt of Draft Deliverables
Engineer	Provide Final, Signed and Sealed Deliverables	Within 2 Weeks of PCCA Comments.

c. **Section 5. Method of Compensation:** For the additional services or the modifications to services set forth above, PCCA shall pay Engineer the following additional or modified compensation:

The Ceiling Price for this Amendment is $60,724 using the Standard Hourly Rates. Reimbursable expenses are included in the Ceiling Price.

Description of Additional Compensation	Amount
SUMMARY OF FEES	
Tule Lake DMPA SUE Investigation (A1.6.1 through A1.6.5 and A1.6.7) Engineer will provide additional services to conduct a Quality Level A Investigation of specified utilities at Tule Lake DMPA.	$ 53,899
Tule Lake DMPA – Topographic Survey (A1.6.6) Engineer will conduct a topographic survey.	$ 6,825
Total	$ 60,724

3. *(For Reference Only)* Service Order Summary

Original Service Order amount:	$ 2,062,775
Net change for **prior** amendments:	$ 0
This amendment amount:	$ 60,724
Adjusted Service Order amount:	$ 2,123,499

The foregoing Service Order Summary is for reference only and does not alter the terms of the Service Order.

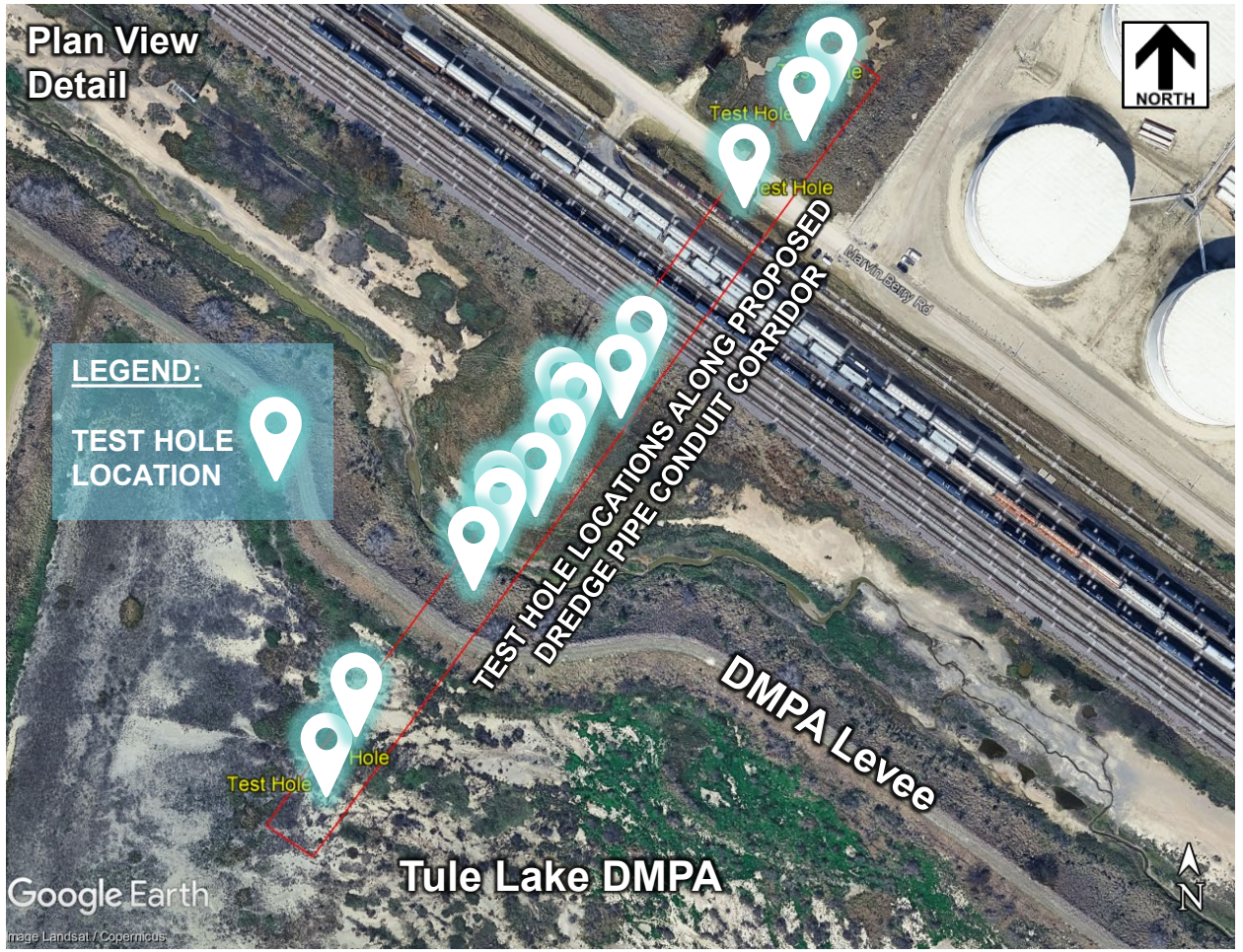
PCCA and Engineer hereby agree to modify the above-referenced Service Order as set forth in this Amendment. All provisions of the Agreement and Service Order not modified by this or previous Amendments remain in effect. The effective date of this Amendment is August 18, 2026.

PORT OF CORPUS CHRISTI AUTHORITY "PCCA":	**HDR ENGINEERING, INC. "ENGINEER":**
By: _____	By: Karan Khosla, PE
Title: _____	Title: Vice President | Area Manager
Date: _____	Date: 08-10-2026

Tule Lake DMPA Levee Raise

Dredge Pipe Conduit: Subsurface Utility Engineering





PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Sam Esquivel
Director Business Development
Sam@pocca.com
(361) 885-6140

ANTICIPATED STAFF PRESENTER: Sam Esquivel

Approve the Fourth Amendment of Lease Agreement with GCCM Holdings, LLC, to provide a 13-month rent credit and modify the location of the rail easement entering Tract 3 of the GCCM lease leased premises, located in the North Bank Open Storage Yard in Nueces County, Texas.

SUMMARY:

Staff request Port Commission approval of the Fourth Amendment of Lease Agreement with GCCM Holdings, LLC, to provide a 13-month rent credit and modify the location of the rail easement entering Tract 3 of the GCCM lease leased premises, located in the North Bank Open Storage Yard, as depicted in the attached memo exhibit.

BACKGROUND:

PCCA and GCCM entered into a lease agreement with rail easements effective August 1, 2017, as amended by the First Amendment effective August 8, 2018, the Second Amendment effective June 16, 2020, and the Third Amendment effective April 16, 2024. The Third Amendment added a 2.535-acre expansion area (Lease Tract 3) to the leased premises, an additional 2.3-acre temporary laydown area, an additional rail access easement, relocation of a portion of PCCA Track No. 800, and the relocation of the driveway into the PCCA's North Bank Storage Yard. The fourth amendment deletes and replaces Exhibit A-4 from the Third Amendment with a revised Exhibit A-4 to reflect the reconfigured non-exclusive tract three rail access easement. The amendment also adds a rent credit provision to Section 4.02 of the lease, granting GCCM a monthly rent credit of $38,016.67 for thirteen months, beginning on the first day of the month immediately following the Fourth Amendment Date to offset rail realignment cost. The rail realignment is expected to cost GCCM an estimated sum of $988,433.

ALTERNATIVES:

None

CONFORMITY TO PORT PROCUREMENT POLICY:

PCCA Procurement Policy does not apply to this agenda item.

STRATEGIC ALIGNMENT:

This Agreement is consistent with the PCCA Strategic Plan 2029: Strategic Goal #3 – Provide facilities and services to meet customer needs.

FINANCIAL IMPACT:

The Fourth Amendment provides GCCM Holdings, LLC., a monthly rent credit of $38,016.67 for thirteen months, for a total rent credit of $494,216.71, applied to monthly installments of Annual Base Rent.

STAFF RECOMMENDATION:

Staff recommends Port Commission approval of the Fourth Amendment of Lease with GCCM Holdings, LLC., to provide a 13-month rent credit and modify the location of the rail easement entering Tract 3 of the GCCM lease leased premises.

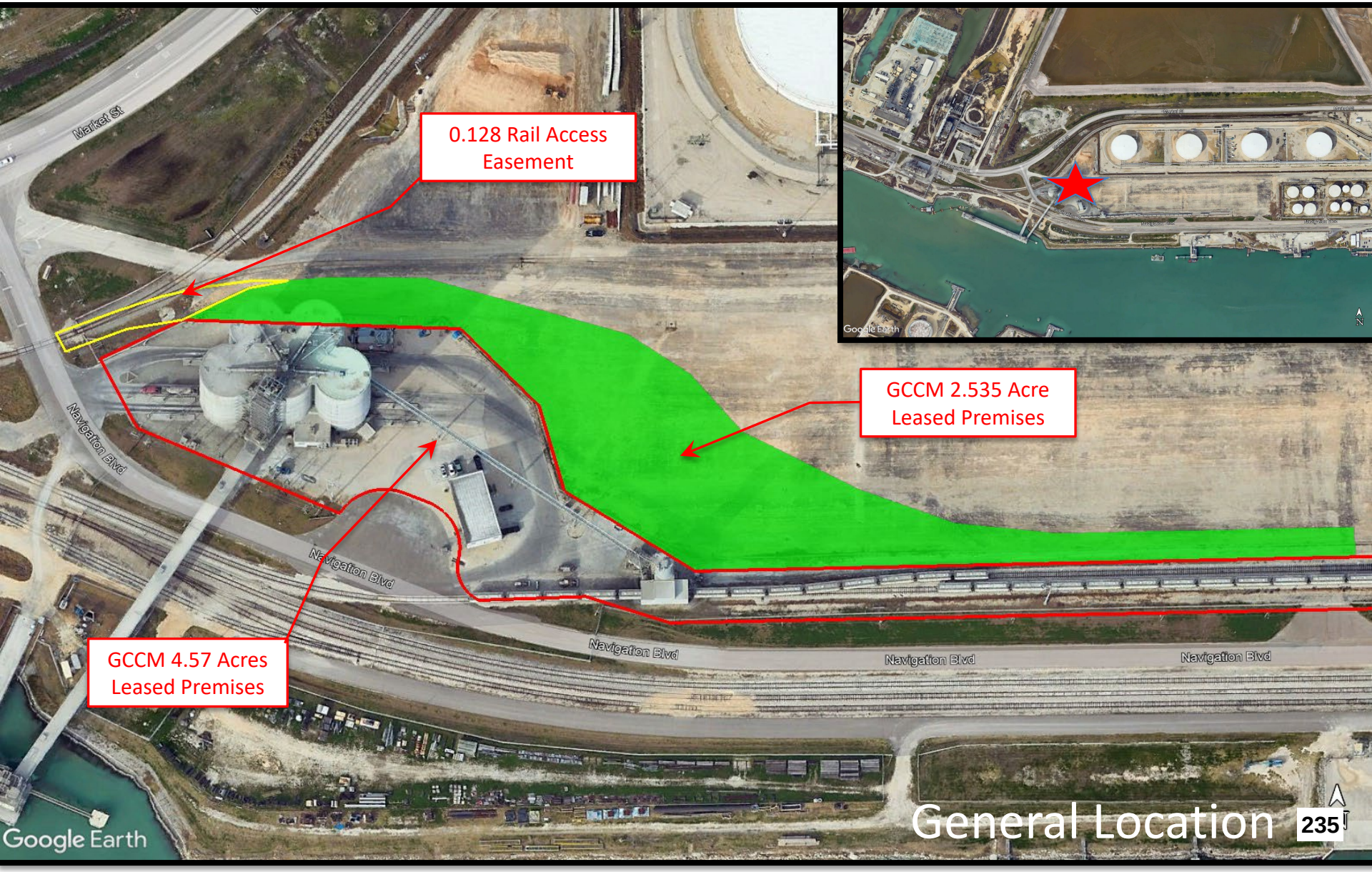
DEPARTMENTAL CLEARANCES:

Originating Department	Business Development and Real Estate Erin Hall
Reviewed & Approved	Sam Esquivel
Legal	Bruce S. Hawn
Executive Staff	Yudi Takizawa

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Fourth Amendment of Lease

Approve the Fourth Amendment of Lease Agreement with GCCM Holdings, LLC, to provide a 13-month rent credit and modify the location of the rail easement entering Tract 3 of the GCCM lease leased premises, located in the North Bank Open Storage Yard in Nueces County, Texas.



FOURTH AMENDMENT OF LEASE

This Fourth Amendment of Lease ("***Fourth Amendment***") is made effective as of the 18th day of August, 2026 ("***Fourth Amendment Date***") by and between the **Port of Corpus Christi Authority of Nueces County, Texas** ("***Authority***"), a political subdivision of the State of Texas, and **GCCM Holdings, LLC** ("***Lessee***"), a Texas limited liability company. The Authority and Lessee are sometimes referred to herein individually as a "***Party***," and collectively as the "***Parties.***" This Amendment includes all Exhibits hereto.

Recitals

WHEREAS, by a Lease Agreement With Easements dated to be effective as of August 1, 2017 ("***Original Lease***"), Authority leased to Lessee the surface of the following real property situated in the Inner Harbor of the Port of Corpus Christi: (1) a 4.57-acre tract of unimproved upland and submerged land on the north side of the Industrial Canal, which is designated as Tract One on the map attached to the Original Lease as Exhibit B, and (2) a 4.3-acre tract of improved upland approximately 500 feet north of Tract One, which is designated as Tract Two on the map attached to the Original Lease as Exhibit B; and

WHEREAS, Authority and Lessee entered into that certain First Amendment of Lease effective as of August 8, 2018 (the "***First Amendment***"), which amended the Original Lease in certain respects; and

WHEREAS, Authority and Lessee entered into that certain Second Amendment of Lease effective as of June 16, 2020 (the "***Second Amendment***"), which amended the Original Lease, as modified by the First Amendment, to allow temporary layberth subleasing of the Cargo Dock; and

WHEREAS, Authority and Lessee entered into that certain Third Amendment of Lease effective as of April 16, 2024 (the "***Third Amendment***"), which amended the Original Lease, as modified by the First and Second Amendments, to add or provide for: (1) a third tract of land to the Leased Premises, (2) additional laydown space, (3) an additional rail access easement, (4) the relocation of a portion of Authority's Track No. 800, and (5) the relocation of the driveway into Authority's North Bank Storage Yard; and

WHEREAS, the Original Lease, as amended by the First, Second, and Third Amendments, is referred to in this Fourth Amendment as the "***Lease***" or "***Lease Agreement***," and capitalized terms in this Fourth Amendment shall have the meanings given to those terms under the provisions of the Lease, except as provided herein;

WHEREAS, Authority and Lessee have reconfigured the Non-Exclusive Tract Three Rail Access Easement and have agreed to delete and replace **Exhibit A-4** attached to the Third Amendment with **Exhibit A-4** attached to this Fourth Amendment.

WHEREAS, Authority and Lessee have negotiated a rent credit for the next thirteen months of the Initial Term to be effective as of the first day of the month immediately following the Fourth Amendment Date.

NOW THEREFORE, for and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Exhibit A-4 attached to the Third Amendment is hereby deleted in its entirety and replaced with the revised version of **Exhibit A-4** attached hereto.

2. Section 4.02 of the Lease Agreement is hereby amended to add subsection (d) set forth below to the terms of the Lease Agreement:

> (d) Commencing on the first day of the month immediately following the Fourth Amendment Date (the "***Rent Credit Commencement Date***") Lessee shall be entitled to a monthly rent credit, in the amount of Thirty-Eight Thousand Sixteen and 67/100 Dollars ($38,016.67) per month (the "***Rent Credit***") to be applied to the monthly installments of Annual Base Rent set forth in subsection 4.02 (c) above. Lessee shall only be entitled to the Rent Credit for a total of thirteen (13) months.

2. Section 1.01 of the Lease is hereby amended to add to, the definitions set forth in the Lease with the definitions below, from and after the Fourth Amendment Date:

"***Rent Credit***" has the meaning set forth in Section 4.02 (d).

"***Rent Credit Commencement Date***" has the meaning set forth in Subsection 4.02 (d).

3. This Fourth Amendment shall be binding on the successors and assigns of the Parties.

4. Except as specifically amended hereby, all terms and conditions of the Lease shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Fourth Amendment and the terms and conditions of the Lease, the terms and conditions of this Fourth Amendment shall control.

5. This Fourth Amendment may be executed in multiple counterparts, each of which will be considered to be an original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures to this Fourth Amendment by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures shall be deemed to be the same as original signatures.

Signature Page Immediately Follows

IN WITNESS WHEREOF, each Party has caused this Fourth Amendment to be executed by its duly authorized officer as of the date specified below such officer's signature, to be effective, however, for all purposes as of the Fourth Amendment Date.

Port of Corpus Christi Authority of Nueces County, Texas

By: _____
Kent A. Britton
Chief Executive Officer

Date: August ____, 2026

GCCM Holdings, LLC

By: Earl Ingram
Earl Ingram (Aug 7, 2026 20:18:30 CDT)
Earl Ingram, Ph.D, PE
Chairman
Date: August 7, 2026.

Exhibit A-4
Tract Three Rail Access Easement

Colliers
Engineering & Design
2020 N Business Hwy 35
Aransas Pass, TX 78336
FRM# 10194550
877-627-3772

EXHIBIT "A"
PAGE 1 OF 1
0.128 ACRE RAIL EASEMENT
NUECES COUNTY, TEXAS

Being a 0.128 acre (5,575.44 square feet) rail easement situated in the Port of Corpus Christi, Texas, out of the submerged land patented to Nueces County Navigation District No. 1 and referred to records by the Texas General Land Office (GLO) as Patent 84, Survey 939, Volume 47A, Abstract 2677 and Refugio Scrip 1922, which patent is recorded in Volume 192, Page 579 of the deed records or Nueces County, Texas, and is more particularly described by metes and bounds as follows:

Beginning at a 5/8" iron rod set (Y = 17,187,271.43, X = 1,335,021.96) in a southern line of this lease herein described:

Thence: S 62°42'10" W, a distance of 57.95 feet to a point;

Thence: S 79°31'47" W, a distance of 62.40 feet to a point;

Thence: S 68°17'23" W, a distance of 73.99 feet to a point;

Thence: N 26°40'25" W, a distance of 24.09 feet to a point;

Thence: N 68°17'26" E, a distance of 76.07 feet to a point;

Thence: N 70°18'21" E, a distance of 50.00 feet to a point;

Thence: N 76°20'16" E, a distance of 50.00 feet to a point;

Thence: N 81°41'50" E, a distance of 50.00 feet to a point;

Thence: N 88°51'22" E, a distance of 44.10 feet to a point;

Thence: S 78°15'07" W, a distance of 45.36 feet to a point;

Thence: S 62°42'26" W, a distance of 25.97 feet to the **Point of Beginning** of this rail easement and containing within these metes and bounds 0.128 acres of land, more or less.

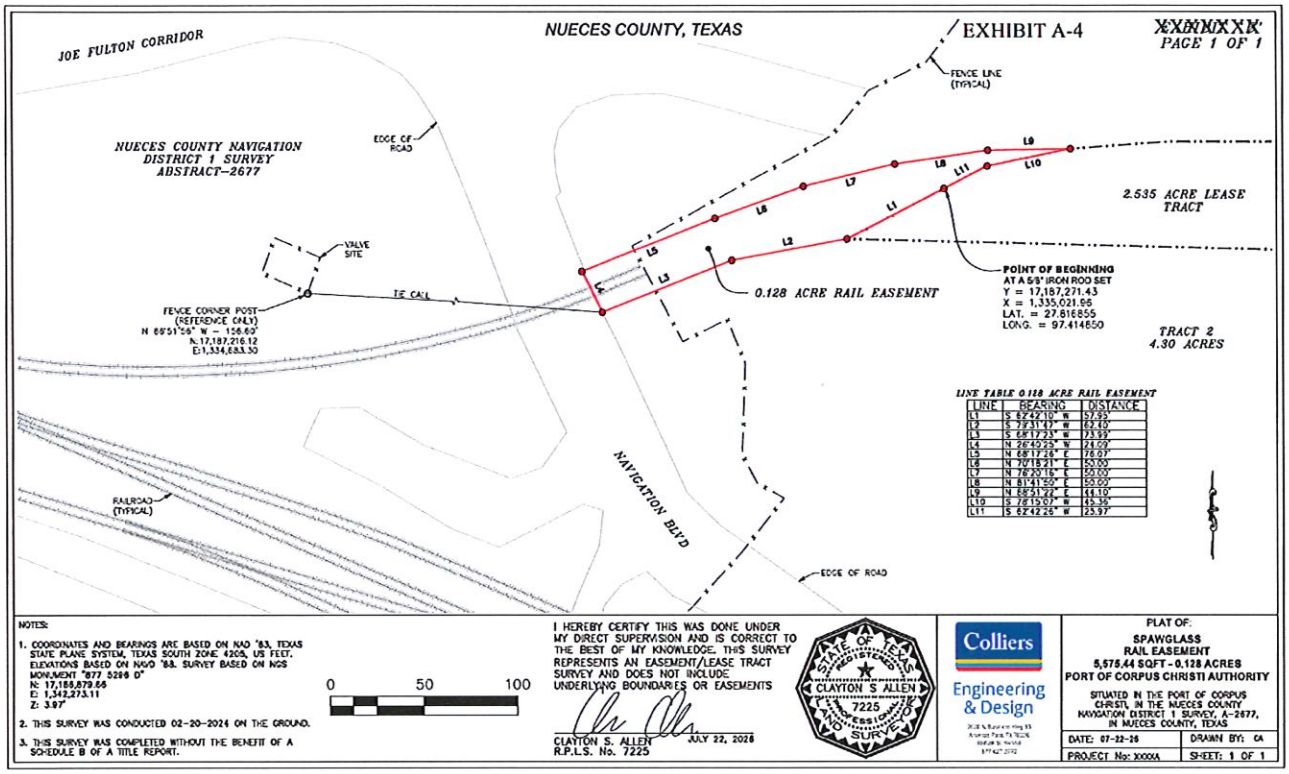
Note: All bearings, distances and coordinates are based on NAD '83 Texas State Plane System, Texas South Zone. This survey was conducted on the ground February 20, 2024. This field note description is accompanied by an exhibit of this survey labeled "Exhibit B".

07-22-2026

I HEREBY CERTIFY THIS WAS DONE UNDER MY DIRECT SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE. THIS SURVEY REPRESENTS AN EASEMENT/LEASE TRACT SURVEY AND DOES NOT INCLUDE UNDERLYING BOUNDARIES OR EASEMENTS

CLAYTON S. ALLEN JULY 22, 2026
R.P.L.S. No. 7225




NUECES COUNTY, TEXAS
EXHIBIT A-4
PAGE 1 OF 1
JOE FULTON CORRIDOR
NUECES COUNTY NAVIGATION DISTRICT 1 SURVEY ABSTRACT-2677
EDGE OF ROAD
FENCE LINE (TYPICAL)
VALVE SITE
TE CALL
FENCE CORNER POST (REFERENCE ONLY)
N 69°51'56" W - 156.69'
N: 17,187,216.12
E: 1,334,683.30
0.128 ACRE RAIL EASEMENT
2.535 ACRE LEASE TRACT
POINT OF BEGINNING
AT A 5/8" IRON ROD SET
Y = 17,187,271.43
X = 1,335,021.96
LAT. = 27.816855
LONG. = 97.414650
TRACT 2
4.30 ACRES
NAVIGATION BLVD
RAILROAD (TYPICAL)
EDGE OF ROAD
LINE TABLE 0.128 ACRE RAIL EASEMENT
LINE | BEARING | DISTANCE
L1 | S 62°42'10" W | 57.99'
L2 | S 79°31'47" W | 162.10'
L3 | S 68°17'23" W | 73.99'
L4 | N 26°45'25" W | 24.09'
L5 | N 68°17'26" E | 78.07'
L6 | N 70°18'21" E | 50.00'
L7 | N 78°20'16" E | 50.00'
L8 | N 81°41'59" E | 50.00'
L9 | N 88°51'22" E | 44.10'
L10 | S 76°15'07" W | 45.36'
L11 | S 62°42'26" W | 23.97'
NOTES:
1. COORDINATES AND BEARINGS ARE BASED ON NAD '83, TEXAS STATE PLANE SYSTEM, TEXAS SOUTH ZONE 4205, US FEET. ELEVATIONS BASED ON NAVD '88. SURVEY BASED ON NGS MONUMENT "877 5298 D" N: 17,188,879.66 E: 1,342,273.11 Z: 3.97
2. THIS SURVEY WAS CONDUCTED 02-20-2024 ON THE GROUND.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A SCHEDULE B OF A TITLE REPORT.
0 50 100
I HEREBY CERTIFY THIS WAS DONE UNDER MY DIRECT SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE. THIS SURVEY REPRESENTS AN EASEMENT/LEASE TRACT SURVEY AND DOES NOT INCLUDE UNDERLYING BOUNDARIES OR EASEMENTS
CLAYTON S. ALLEN JULY 22, 2026
R.P.L.S. No. 7225
STATE OF TEXAS REGISTERED CLAYTON S ALLEN 7225 LICENSED SURVEYOR
Colliers Engineering & Design
PLAT OF:
SPAWGLASS
RAIL EASEMENT
5,575.44 SQFT - 0.128 ACRES
PORT OF CORPUS CHRISTI AUTHORITY
SITUATED IN THE PORT OF CORPUS CHRISTI, IN THE NUECES COUNTY NAVIGATION DISTRICT 1 SURVEY, A-2677, IN NUECES COUNTY, TEXAS
DATE: 07-22-26
DRAWN BY: CA
PROJECT No: XXXXA
SHEET: 1 OF 1

CORPUS-#366797-v6-Fourth_Amendment_to_GCCM_Lease

Final Audit Report 2026-08-08

Created:	2026-08-05
By:	Erin Hall (erin@pocca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAruuFpP_Ixu434siqcv1ae47_umLowBdZ

"CORPUS-#366797-v6-Fourth_Amendment_to_GCCM_Lease" History

Document created by Erin Hall (erin@pocca.com)
2026-08-05 - 6:59:04 PM GMT- IP address: 64.183.208.115

Document emailed to earl@irmtx.com for signature
2026-08-05 - 7:12:53 PM GMT

Email viewed by earl@irmtx.com
2026-08-05 - 7:13:03 PM GMT- IP address: 18.207.199.227

Signer earl@irmtx.com entered name at signing as Earl Ingram
2026-08-08 - 1:18:28 AM GMT- IP address: 71.41.128.54

Document e-signed by Earl Ingram (earl@irmtx.com)
Signature Date: 2026-08-08 - 1:18:30 AM GMT - Time Source: server- IP address: 71.41.128.54 - Signature Appearance Selected: TYPE

Agreement completed.
2026-08-08 - 1:18:30 AM GMT

Adobe Acrobat Sign

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Sam Esquivel
Business Development Director
Sam@pocca.com
361 885-6140

ANTICIPATED STAFF PRESENTER: **Sam Esquivel**

Approve the Agreement to Extend Franchise and Lease Agreement with Enbridge Ingleside Oil Terminal, LLC, extending the Franchise Agreement for 106.06 Acres and Lease Agreement for 19.65 Acres through August 31, 2027, San Patricio County, Texas.

SUMMARY:

Staff request Port Commission approval of the Agreement to Extend Franchise and Lease Agreement with Enbridge Ingleside Oil Terminal, LLC (Enbridge), extending the Franchise Agreement for 106.06 acres and Lease Agreement for 19.65 acres through August 31, 2027. The agreement areas are depicted in the attached memo exhibit. Staff and Enbridge are requesting a one-year extension to the agreements for additional time to finalize negotiations of new agreements.

BACKGROUND:

On August 20, 1996, the Port Commission approved a Lease Agreement and a Franchise Agreement with Koch Pipeline Company, L.P. (Koch) for 19.65-acres of submerged land located at the intersection of the Corpus Christi Ship Channel and La Quinta Channel. Subsequently, Koch was renamed and restructured and Flint Hills Resources Corpus Christi, LLC (FHR) became the successor in title.

On October 15, 2019, the Port Commission approved an assignment from FHR to Flint Hills Resources Ingleside in preparation for a future sale of the asset. On August 27, 2024, the Port Commission approved the assignment from Flint Hills Resources Ingleside to Enbridge.

PCCA and Enbridge have been engaged in ongoing negotiations to renew both the

Franchise and Lease agreement. Enbridge continues to plan its future development of the area along with future dock modifications. Due to these ongoing plans and discussions, Staff and Enbridge are requesting a one-year extension for both agreements for additional time to complete the negotiations.

ALTERNATIVES:

Do not approve the Agreement to Extend Franchise and Lease Agreement with Enbridge and they will not have rights to access the ship channel. Enbridge's inability to access the channel will result in lost revenue to both parties.

CONFORMITY TO PORT PROCUREMENT POLICY:

The Procurement Policy does not apply to this agenda item.

STRATEGIC ALIGNMENT:

This Agreement to Extend Franchise and Lease Agreement is consistent with the PCCA Strategic Plan 2029: Strategic Goal #3 – Provide facilities and services to meet customer needs.

FINANCIAL IMPACT:

There is no change in financial impact with this Extension unless the agreements are not extended.

STAFF RECOMMENDATION:

Staff recommend approval of the Agreement to Extend the Franchise and Lease through August 31, 2027.

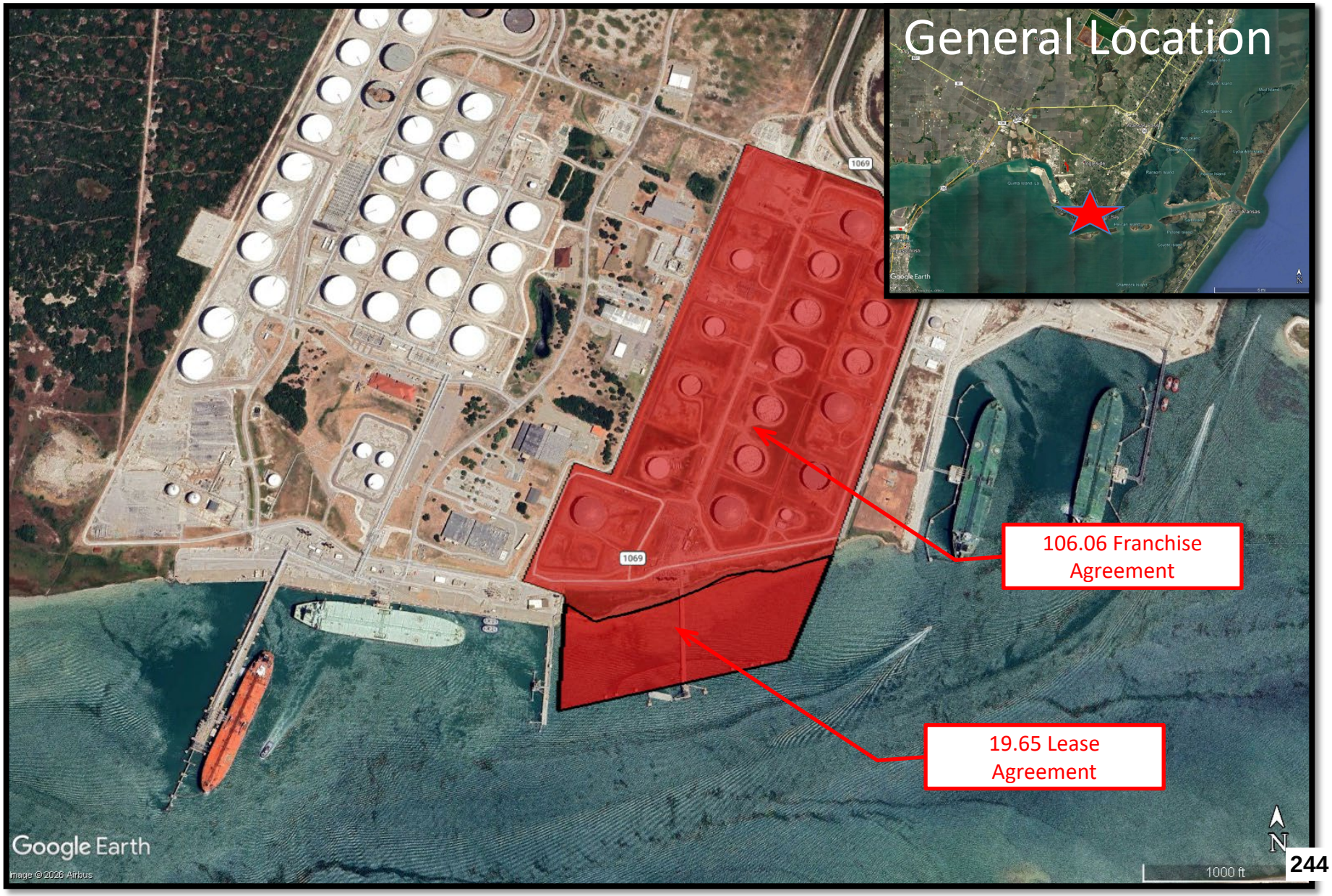
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel
Legal	Jimmy Welder
Executive Staff	Yudi Takizawa

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Agreement to Extend Franchise and Lease Agreement

Approve the Agreement to Extend Franchise and Lease Agreement with Enbridge Ingleside Oil Terminal, LLC., extending the Franchise Agreement for 106.06 Acres and Lease Agreement for 19.65 Acres through August 31, 2027, San Patricio County, Texas.



AGREENENT TO EXTEND
FRANCHISE AND LEASE AGREEMENT

This Agreement to Extend Franchise and Lease Agreement ("**Extension Agreement**") is made and entered into effective as of the 18th day of August, 2026 ("**Execution Date**"), between the **Port of Corpus Christi Authority of Nueces County, Texas** ("**PCCA**"), a navigation district operating under Article XVI, Section 59 of the Texas Constitution, whose principal office is at 400 Charles Zahn, Jr. Drive, Corpus Christi, Texas 78401, and **Enbridge Ingleside Oil Terminal, LLC**, a Delaware limited liability company ("**Enbridge**"), whose principal office is at Energy Center Five, 915 N. Eldridge Parkway, Suite 1100, Houston, Texas 77079. The PCCA and EIOT are sometimes collectively referred to herein as the "**Parties**."

RECITALS

A. By a Special Warranty Deed ("**Deed**") dated August 20, 1996, a copy of which is attached hereto as Attachment One, PCCA, as grantor, conveyed to **Koch Pipeline Company, L.P. ("KPC")**, as grantee, a 106.06-acre tract of land in San Patricio County, Texas (the "**Upland Tract**"), which is more particularly described in Exhibit A to the Deed.

B. In the Deed, PCCA reserved unto itself, its successors and assigns, (a) the right of reversion of the ownership of the dock and pier located on the Upland Tract and on the Submerged Tract described in Recital F, below, upon the earlier to occur of the termination of (i) the Submerged Land Lease described in Recital F, (ii) the Memorandum of Lease filed of record for this Lease, or (iii) the Franchise described in Recital E, below, together with rights of reasonable ingress to said dock and pier across the Upland Tract upon such reversion.

C. In the Deed, PCCA also reserved unto itself, its successors and assigns, all riparian and littoral rights that would be otherwise appurtenant to the Upland Tract.

D. The conveyance of the Upland Tract was made upon the express condition running with the Upland Tract that (i) the owner of the Upland Tract must obtain and maintain a franchise or permit from PCCA prior to using, operating, digging, excavating or otherwise constructing or allowing to be used, operated, dug, excavated or constructed on or adjacent to the Upland Tract any slip, cut, channel or waterway on any kind from or into the La Quinta Channel or the Corpus Christi Ship Channel or other waters within Nueces County, and (ii) the owner of the Upland Tract must pay PCCA the rental amounts specified in the Deed.

E. Consistent with the foregoing condition running with the land, on August 20, 1996, PCCA granted KPC a franchise (the "**Franchise**") giving KPC the right to access the Corpus Christi Ship Channel and other waters of Nueces County, Texas, for all purposes necessary, proper or convenient in connection with the use and operation of its dock and dock facilities adjoining the north bulkhead line of the Corpus Christi Ship Channel and related rights.

F. In addition, on August 20, 1996, PCCA leased to KPC 19.65 acres of submerged land in Nueces County, Texas, adjacent to the Upland Tract (the "**Submerged Tract**"). This lease is referred to herein as the "**Submerged Tract Lease.**" The Submerged Tract is bounded on the north

by the Upland Tract and on the south by the north bulkhead line of the Corpus Christi Ship Channel. A Memorandum of the Submerged Tract Lease is filed of record in Nueces County, Texas as Document No. 1996032503.

G. The Submerged Tract Lease and the Franchise have both been assigned to Enbridge in connection with its acquisition of the Upland Tract.

H. The Submerged Tract Lease and the Franchise are each currently scheduled to expire by their terms on August 20, 2026.

I. The Parties desire to extend the term of each of the Submerged Tract Lease and the Franchise through August 31, 2027, on the terms set forth in this Agreement, to allow the Parties additional time to negotiate and enter into replacement agreements.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions

For purposes of this Extension Agreement:

"Existing Agreements" means, collectively, the Submerged Tract Lease and the Franchise.

"Extension Period" means the period beginning on August 21, 2026 and ending on August 31, 2027, unless earlier terminated in accordance with the applicable Existing Agreement.

"New Lease" means any new lease, replacement lease, extension lease, renewal lease, or similar agreement entered into by the Parties for the continued leasing, use, or occupancy of all or a portion of the submerged land subject to the Submerged Tract Lease.

"Land Rent" means the monthly or annual rental charge in the New Lease for the portion of the Submerged Land Tract that is included in the leased premises under the New Lease, together with any of PCCA's improvements thereon. The Land Rent is separate from the Wharfage Rental payable under the Submerged Tract Lease.

"**True-Up Period**" means, with respect to the New Lease, the period beginning on August 20, 2026, and ending on the day before the effective date of the New Lease.

2. Extension of Term

2.1 Submerged Tract Lease

The term of the Submerged Tract Lease is extended, and the expiration date of the Submerged Tract Lease is amended from August 20, 2026 to August 31, 2027.

2.2 Franchise

The term of the Franchise is extended, and the expiration date of the Franchise is amended from August 20, 2026 to August 31, 2027. During this extension period the Franchise shall be deemed to be a franchise and a permit, with the terms of the permit being identical to those of the franhise.

2.3 No Other Changes to Term

Except as expressly set forth in this Agreement, all references in the Existing Agreements to the term, expiration date, or termination date will be deemed revised as necessary to give effect to the extensions provided in this Section 2.

3. Existing Agreements Remain in Effect

Except as expressly modified by this Agreement, all terms, covenants, conditions, rights, obligations, and provisions of each Existing Agreement remain unchanged and in full force and effect during the Extension Period. This Agreement amends the Existing Agreements only to the extent expressly stated, and in all other respects the Existing Agreements are ratified and confirmed.

4. One-Time Rent True-Up Payment Upon Execution of New Lease

If, at any time after August 20, 2026 and on or before September 1, 2027, the Parties enter into the New Lease, then Enbridge (as lessee) shall pay PCCA (as lessor) a one-time additional payment (the **"True-Up Payment"**) in an amount equal to the Land Rent that would have been paid under the New Lease for the True-Up Period had the New Lease become effective August 21, 2026. The True-Up Payment will be due and payable in immediately available funds on the date the New Lease is fully executed by all Parties, unless the New Lease expressly provides that the True-Up Payment will be paid at closing or another stated date, in which case the New Lease will control solely as to timing of payment. If no Land Rent is payable under the New Lease, no True-Up Payment will be due.

5. Priority

If there is any conflict between this Agreement and either Existing Agreement, this Agreement will control solely with respect to the subject matter of this Agreement.

6. Representations

Each Party represents and warrants to the other Party that:

(a) it has full power and authority to enter into and perform this Agreement;

(b) this Agreement has been duly authorized, executed, and delivered by such Party; and

(c) this Agreement constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights generally and general principles of equity.

7. Notices

All notices, requests, demands and other communications which are required or may be given under this Lease shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., DHL, UPS or Federal Express); (iii) upon receipt, if sent by certified or registered mail, return receipt requested; or (iv) when verified by automated receipt or electronic logs if sent by email. In each case notice shall be sent as indicated below:

If to PCCA:

Port of Corpus Christi Authority
of Nueces County, Texas
Attn: Mr. Kent A. Britton, CEO
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
Email: kbritton@pcca.com

If to Enbridge:

Enbridge Ingleside Oil Terminal, LLC
Attention: Luis Perez
Energy Center Five,
915 N. Eldridge Parkway, Suite 1100
Houston, Texas 77079
Email: luis.perez@enbridge.com
With copy to email: legalnotices@enbridge.com

8. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one instrument. Signatures delivered by electronic mail, PDF, or other electronic means will be deemed effective as originals to the fullest extent permitted by applicable law.

9. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles, except to the extent superseded by applicable federal law.

10. Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous oral and written negotiations, understandings, and agreements relating to that subject matter.

11. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect to the fullest extent permitted by law, and the invalid, illegal, or unenforceable provision will be deemed modified to the minimum extent necessary to make it valid and enforceable while preserving the Parties' original intent as closely as possible.

12. Binding Effect

This Agreement will bind and benefit the Parties and their respective permitted successors and assigns.

[Signature Page Follows this Page]

[Signature Page for Agreement to Extend Franchise and Lease Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Kent A. Britton,
Chief Executive Officer

ENBRIDGE INGLESIDE OIL TERMINAL, LLC
A Delaware limited liability company

By: _____
Name: Luis Perez Vera
Title: Vice President USGC Terminal Operations

ATTACHMENT ONE
Special Warranty Deed

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Sam Esquivel
Business Development Director
Sam@pocca.com
(361) 885-6140

ANTICIPATED STAFF PRESENTER: Sam Esquivel

Approve a Grazing Lease Agreement with Keith Skoruppa, for a 16.50-acre tract of land located east of Robstown through August 31, 2029, Nueces County Texas.

SUMMARY:

Staff requests Port Commission approval of a Grazing Lease Agreement with Keith Skoruppa (Skoruppa) for 16.50 acres of land located east of Robstown in Nueces County, Texas. The Lease permits livestock grazing and hay baling through August 31, 2029.

BACKGROUND:

On June 26, 2026, PCCA acquired 16.50 acres of land in Nueces County east of Robstown. Keith Skoruppa conducted hay and grazing operations on the tract with the previous property owner. The proposed grazing lease agreement will allow Skoruppa to continue using the property for livestock grazing and hay baling through August 31, 2029, subject to the terms and conditions of the Lease. The Lease benefits both parties by supporting ongoing agricultural use of the property while reducing PCCA land management and maintenance obligations. Either party may terminate the Lease on thirty (30) days' written notice, and PCCA may partially terminate acreage if needed, with rent reduced by $25.00 per acre for each acre removed.

ALTERNATIVES:

Do not approve the Grazing Lease Agreement and Skoruppa would have to vacate the property and PCCA would be responsible for maintaining the tract.

CONFORMITY TO PORT PROCUREMENT POLICY:

PCCA Procurement Policy does not apply to this agenda item.

STRATEGIC ALIGNMENT:

This Grazing Lease Agreement is consistent with the PCCA Strategic Plan 2029: Strategic Goal #3 – Provide facilities and services to meet customer needs.

FINANCIAL IMPACT:

The Lease provides annual rent of $412.50, calculated at $25.00 per acre for 16.50 acres, payable in advance. PCCA will also realize savings in land management and maintenance costs.

STAFF RECOMMENDATION:

Staff recommends the Port Commission approve the Grazing Lease Agreement with Keith Skoruppa for 16.50 acres located east of Robstown through August 31, 2029, Nueces County, Texas.

DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate Erin Hall
Reviewed & Approved	Sam Esquivel
Legal	Bruce Hawn
Executive Staff	Yudi Takizawa

LIST OF SUPPORTING DOCUMENTS:

Grazing Lease Agreement

GRAZING LEASE

THIS GRAZING LEASE ("Lease") is made and entered into this 18th day of August, 2026, but is effective as of September 1, 2026 ("Effective Date"), and is by and between the **Port of Corpus Christi Authority of Nueces County, Texas**, as Lessor ("Authority"), and **Keith Skoruppa**, as Lessee ("Lessee").

ARTICLE 1

DEMISE, DESCRIPTION & TERM

1.01 **Lease**. Authority hereby leases to Lessee, and Lessee hereby leases from Authority, 16.50 acres of land, more or less, located in Nueces County, Texas and being more particularly described in **Exhibit A**, attached hereto ("Leased Premises").

1.02 **Term.** The term of this Lease shall be for a period commencing on the Effective Date and ending on August 31, 2029 (the "Lease Term"). During the Lease Term, the Lease may be terminated by either party giving the other party written notice; and said termination shall become effective thirty (30) days after receipt of such notice. The Authority, in its discretion, may also elect to partially terminate the lease by giving Lessee thirty (30) days prior written notice of such termination; and said partial termination will be effective thirty (30) days after Lessee's receipt of said notice. In the event the Lease is partially terminated by Authority, the rent will be reduced $25.00 per acre for each acre removed from the terms of this Lease Agreement.

ARTICLE 2

USE AND RENT

2.01 **Permitted Uses.** The purpose of this Lease is for livestock grazing and the baling of hay. Lessee shall not use the Leased Premises in any manner which will change the nature or character of the soil or surface. However, both parties may agree upon habitat improvement operations, such as brush control, etc. Lessee shall have the right to do prescribed burns in accordance with good land management practices, provided all such burns are done in accordance with TECQ regulations and any other applicable law or regulation.

2.02 **Rent.** Lessee shall pay Authority annual rent for the Leased Premises in the amount of $412.50 per year, payable in advance, with the first payment of $412.50 due upon execution of this Lease Agreement. All payments of annual rent and any other payments required to be made by Lessee to Authority hereunder shall be mailed to the Port of Corpus Christi Authority, P.O. Box 208679, Dallas, TX 75320-8679. In the event of any holding over by Lessee beyond the Lease Term of this Lease Agreement without the written consent of Authority, Lessee is deemed to be occupying the Leased Premises as a tenant at sufferance. During any holdover period, Lessee will pay $100.00 in monthly rent, and Lessee will be subject to all other terms of this Lease Agreement insofar as the same are applicable to a tenant at sufferance.

2.03 **Authority's Directives.** During the term of this Lease, Authority shall have the option, upon thirty (30) days advance notice to Lessee, to require Lessee to remove, or reduce, the number of animal units on the Leased Premises, or on specified portions or pastures of the Leased Premises, based upon rainfall, range conditions, accepted grazing capacity, and/or range management practices implemented in the general area of the Leased Premises.

2.04 **Late Payments.** If Lessee defaults in the payment of rent required under this Lease, such rental payment shall bear interest at the rate of ten (10%) percent per annum from the day it is due until actually paid. In like manner, all other obligations, benefits, and moneys which may become due to Authority from Lessee under the terms of this Lease, or which are paid by Authority because of Lessee's default hereunder, shall bear interest at the rate of ten (10%) percent per annum from the due date until paid, or in the case of sums paid by Authority, because of Lessee's default hereunder, from the date such payments are made by Authority until the date Authority is reimbursed by Lessee therefor.

ARTICLE 3

TAXES AND ASSESSMENTS

3.01 **Tenant.** During the term hereof, Lessee shall cause all taxes, general and special assessments, and other charges levied on or imposed on any of his personal property situated in, on, or about the Leased Premises to be levied on or assessed separately from the Leased Premises and Lessee agrees to pay and discharge the same before they become delinquent.

ARTICLE 4

INSURANCE AND RELEASES

4.01 Without limiting the indemnity obligations or liabilities of Lessee, or its insurers, provided herein, Lessee agrees to procure and maintain at its sole expense during the Term of the Lease the policies of insurance described in **Exhibit B** attached hereto and in at least the minimum amounts specified in **Exhibit B**. If Lessee neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Authority may procure such insurance at Lessee's expense, and Authority is entitled to reimbursement from Lessee for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date Lessee receives Authority's notice of payment until reimbursement.

Lessee waives every claim which arises or may arise in its favor against Authority during the term of this lease or any renewal or extension thereof for any and all claims against it, or for loss of, or damage to, any of its property located within or upon, or constituting a part of, the Leased Premises, covered by applicable insurance policies, to the extent that such claim, loss or damage is covered or recoverable under said insurance policies. Said waiver shall be in addition to, and

not in limitation or derogation of, any other waiver or release contained in this lease agreement with respect to any loss of or damage to property of the parties hereto. Lessee agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of this lease agreement written notice of the terms of the waiver set forth in this Article, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Lessee 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.

ARTICLE 5

UTILITIES

Lessee shall, during the Lease Term, pay all charges for telephone, gas, electricity and any other utilities, used by Lessee, in or on the Leased Premises before they shall become delinquent and shall hold Authority harmless from any liability therefor.

ARTICLE 6

WASTE AND NUISANCE

Lessee shall not commit, or suffer to be committed, any waste on the Leased Premises, nor shall Lessee maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose. Permitted controlled burns allowed by the Texas Commission on Environmental Quality shall not be considered a nuisance for the purposes of this Article.

ARTICLE 7

INDEMNITY

A. <u>Indemnification by Lessee</u>: Lessee shall defend, indemnify and hold harmless the Authority, its Port Commissioners, directors, managers, employees and agents (the "*Authority Parties*") from and against, and Lessee shall be responsible for, any and all Claims which may be brought or instituted or asserted against the Authority Parties based on or arising out of or relating to any of the following events (each being referred to herein as an "*Indemnified Event*"): (i) the failure on the part of the Lessee or any of its sublessees or their respective owners, officers, managers, employees, agents, invitees, guests, contractors, subcontractors or licensees ("*Lessee Parties*") to comply with the provisions of Applicable Laws applicable to the Leased Premises or Lessee's facilities on the Leased Premises (the "*Lessee Facilities*"), or (ii) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property occurring on the Leased Premises or the Lessee Facilities, in each case arising out of (1) the use or occupancy of the Leased Premises by Lessee or any Lessee Party, or (2)

the condition, use, malfunction, defect, or explosion of any of the Lessee Facilities, or (3) the construction, alteration, repair or maintenance of the Lessee Facilities.

Notwithstanding anything to the contrary contained in this Section A of Article 7, it is expressly provided and agreed by and between the Parties that Lessee shall not be obligated to indemnify and hold harmless the Authority Parties from and against their own negligence.

Notwithstanding anything to the contrary contained in this Section A of Article 7, Lessee shall be relieved of its obligation of indemnity (but not its obligation to defend) with respect to any Claim to the extent, but only to the extent, of (1) the amount actually recovered from one or more insurance carriers and either paid to the Authority Parties or paid for benefit of the Authority Parties in reduction of such Claim, or (2) the percentage of responsibility attributed to the Authority Parties with respect to causing or contributing to cause the Indemnified Event for which the Claim was made.

Lessee's indemnity obligations under this Article 7 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Lessee to any employee of Lessee under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of the Lessee under this Article 7 shall survive the expiration or any earlier termination of the term of this Lease.

B. **Notice of Claims**: The Authority shall give the Lessee prompt and timely notice of any Claims made or instituted against it or any other Authority Party, of which it has knowledge, relating to any matter which in any way may result in indemnification pursuant to Section 6.01(a). Subject to the prior rights, if any, of insurers, the Lessee shall be entitled to control the defense and any compromise of any such Claims to the extent of any actual or potential claim for indemnification made or reserved by the Authority, but the Lessee shall give the Authority the opportunity to participate in the defense and any compromise of any such Claim to the extent of the Authority's interest therein.

ARTICLE 8

INSPECTION BY AUTHORITY

Authority retains the right to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to any structure which may be located on the Leased Premises. Nothing contained in this Article shall obligate Authority to maintain or make repairs to any improvements contrary to any other provision contained herein.

ARTICLE 9

ASSIGNMENT AND SUBLEASE

Lessee may not assign this Lease Agreement in whole or in part or any interest therein nor sublet the Leased Premises or any part thereof nor grant any license, concession or other right of occupancy of any portion of the Leased Premises without the prior written consent of Authority, which consent may be withheld in Authority's sole and absolute discretion.

ARTICLE 10

CONDITION OF LEASED PREMISES

10.01 **As Is.** Lessee accepts the Leased Premises in an ***"as-is"*** condition. Authority makes no warranty as to the condition or fitness of the Leased Premises. AUTHORITY LEASES THE LEASED PREMISES TO LESSEE "**AS IS**" AND WITH ALL FAULTS AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY CONTAINED IN THIS LEASE. AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OF THE LEASED PREMISES. Lessee has been given the opportunity, prior to this Lease, to have the Leased Premises inspected by persons of Lessee's choosing, and Lessee hereby expressly assumes the risks attributable to the possible existence of latent defects. By acceptance hereof Lessee waives any and all such warranties, and acknowledges that in no event shall Authority be liable for any consequential damages. Without limiting the generality of the foregoing, the Lease of the Leased Premises is without any warranty relating to: (a) the condition of the Leased Premises or any element thereof, including, without limitation, warranties related to suitability for habitability, merchantability or fitness for a particular purpose; (b) the nature or quality of construction, structural design and engineering of the Leased Premises; (c) the quality of the labor and materials included in the Leased Premises; and (d) the soil conditions, drainage, utilities or other conditions existing at the Leased Premises with respect to any particular purpose, grazing potential or otherwise. Lessee expressly waives, to the extent allowed by law, any claims under federal, state or other law that Lessee might otherwise have against Authority, its partners, its directors, its officers and its employees relating to the condition of the Leased Premises. Lessee further hereby acknowledges that Lessee is relying solely upon Lessee's own physical inspection of the Leased Premises and not any statements, oral or written, which may have been made by Authority or any of Authority's partners, directors, officers, agents, employees or contractors, in consummating the Lease of the Leased Premises. **Lessee waives and releases the Authority Parties and their successors and assigns from any liability to Lessee and Lessee's successors and assigns, for the condition of the Leased Premises, known or unknown, present and future, including liabilities, if any, due to the existence, now or hereafter, of any Hazardous Materials on the Leased Premises and due to the existence, now or hereafter, of a violation, if any, of any Laws and Regulations.**

Lessee agrees to accept possession of the Leased Premises in the condition same are in on the date of commencement of the term of this Lease. Lessee has inspected and examined the Leased Premises and accepts it in its present condition and without any representation on the part of the Authority as to the present or future condition of such property.

10.02 **Maintenance.** Subject to the restrictions and conditions hereinafter contained, Lessee shall have the non-exclusive use of all roads, windmills, fences, corrals, tanks, and barns located on the Leased Premises. Lessee agrees, at Lessee's expense, to maintain the Leased Premises and appurtenances thereto, used by Lessee, including windmills, fences, and other improvements on the Leased Premises, and additionally, to keep existing roads in good repair unless such damage to said roads is a direct result of Authority's agreement with a third-party user. Lessee agrees to not allow the Leased Premises to become overgrown with brush. At the termination of this lease, Lessee will deliver the premises back to Authority in good condition and repair, except damage or injury thereto due to acts of God and the elements, or damages as a result of agreements between Authority and third parties. Lessee shall not be responsible for the replacement and/or repair of any damage to said improvements caused by fire, windstorm, other acts of God, any damage covered by Authority's insurance, and any damages caused by Authority, Authority's agents and employees, or by third parties entering upon the Leased Premises with the permission of Authority.

In the event the Leased Premises or any improvements thereon shall become in need of repairs required to be made by Lessee hereunder, Authority shall give notice thereof to Lessee, and if Lessee shall fail or neglect to commence to make such repairs within sixty (60) days following receipt of such written notice, or, shall fail or neglect to prosecute the completion of such repairs with reasonable diligence, Authority may make such repairs as may be necessary, and any amount so expended by Authority for such repairs shall be immediately reimbursed by Lessee.

10.03 **Operations of Others.**

(a) This Lease is subject and subordinate to any and all oil, gas or mineral leases, mining leases (or a combination thereof) and all rights appurtenant thereto, easements, rights-of-way, restrictions and restrictive covenants, now outstanding, heretofore granted, or to be granted in the future.

(b) Authority expressly EXCEPTS from this Lease and RESERVES unto itself, and its successors and assigns, the right to grant, geophysical permits, access agreements, pipeline easements and other easements and agreements, covering the Leased Premises (each such permit, easement or agreement being collectively and individually referred to as a "Third Party Agreement"); and the rights of Lessee under this Lease shall be subject to and subordinate thereto.

(c) Authority is not be liable to Lessee to pay for any damages done to the Leased Premises, including but not limited to loss of grass or hay, or to any of Lessee's livestock, or other property situated thereon as a result of any operations conducted under or in connection with any oil, gas and/or mineral lease or leases, mining lease, or any contracts or agreements pertaining thereto, or any geophysical permits, access agreements, easements or other agreements covering the Leased Premises or any part thereof, but nothing herein contained shall be

construed to exempt any person, firm or corporation conducting such operations from liability to Lessee for actual damages suffered by Lessee as a result of the negligence or wrongful acts of such person, firm or corporation conducting such operations, including, but not limited to, the right on the part of Lessee to recover for damages to grass, hay and livestock. In the event any sums are received by Lessee at any time for actual damages to tenant-made improvements and tenant-planted grasses arising from the use of any portion of the Leased Premises during the term of this Lease by an oil, gas or mineral lessee, or easement holder, such amounts shall be used by Lessee to restore the Leased Premises to its previous conditions to the extent practicable. Authority is not obligated to share with Lessee payments made for permanent or long-term damage to the Leased Premises or sums received from the granting of geophysical agreements, access agreements, easements, and other agreements affecting the Leased Premises now or in the future. If any portion of the Leased Premises is permanently removed by such activities from use by Lessee, the Rent shall be equitably adjusted. Also, temporary or periodic use or interference by such third parties shall not entitle Lessee to an equitable rent adjustment. **Lessee waives and releases the Authority Parties and their successors and assigns from any liability to Lessee and Lessee's successors and assigns, for damages to the Leased Premises, or Lessee's Property (i) caused by, arising under, or in any way related to the operations of third parties on the Leased Premises, pursuant to the terms of an existing agreement, or (ii) caused by, arising under, or in any way related to the operations of third parties under a Third Party Agreement hereinafter entered into by Authority.**

ARTICLE 11

DEFAULT

11.01 **Events of Default.** Authority may terminate this Lease and the term demised upon the happening of any one or more of the following events:

(a) The making by Lessee of an assignment for the benefit of Lessee's creditors;

(b) The levying on or against the property of Lessee, located on the Leased Premises, by a writ of execution or attachment which is not released or discharged within thirty (30) days thereafter;

(c) Lessee's adjudication as bankrupt or insolvent, or for the appointment of a receiver of the property of Lessee, and proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein is not discharged, within thirty (30) days after the institution of said proceedings;

(d) The doing or permitting to be done by Lessee of any act which creates a mechanic's lien or claim therefor against the land or improvements of which the Leased Premises are a part, which is not released or otherwise provided for by indemnification satisfactory to Authority within thirty (30) days thereafter; or

(e) The failure of Lessee to pay rent, or other charge or money obligation herein required to be paid by Lessee, when due, or to perform any other of the covenants or terms under this Lease, within twenty (20) days after written notice provided, however, if the breach of such term, condition or covenant is of such a nature that it can be cured, and in the further event Lessee initiates curative action within such twenty (20) day time period, then Authority shall not invoke the provisions of this Subsection so long as Lessee is diligently pursuing such cure.

11.02 **Remedies.** Subject to the provisions contained elsewhere in this Lease if any default by either party continues uncorrected for thirty (30) days after receipt of written notice from the other party stating with particularity the nature and extent of such default, the party giving such notice may terminate this Lease by written notice of such termination delivered to the other party in accordance with the terms hereof, and such termination shall be without prejudice to any other available legal remedy.

ARTICLE 12

GRAZING AND REDELIVERY OF LEASED PREMISES BY LESSEE

12.01 **Good Ranching Practice.** Lessee agrees that the use of the Leased Premises will be in accordance with good ranching practices as employed in the general area where the Leased Premises is located. Lessee's intentions are to maintain a habitat favorable to wildlife on the Leased Premises.

12.02 **Hazardous Materials.** Lessee shall not cause or permit any Hazardous Materials to be used, stored, generated, or disposed of on, in or about the Leased Premises, without obtaining Authority's prior written consent, which consent is not to be unreasonably withheld.

If any Hazardous Materials are used, stored, generated, or disposed of on, in, or about the Leased Premises, by Lessee, its agents, employees, representatives or contractors, or if the Leased Premises become contaminated in any manner as a* result *of any breach of the foregoing covenant or any act or omission of Lessee or any of its agents, employees or contractors, Lessee shall indemnify, defend and hold harmless Authority from any and all claims, demands, actions, damages, fines, liens, judgments, penalties, costs (including attorneys', consultants', and experts' fees), liabilities, losses (including without limitation, any decrease in value of the Leased Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of Leased Premises), and expenses arising during or after the term of this Lease and arising as a result of such contamination.

This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits any person within its control to cause the presence of any

Hazardous Materials on, in, or about the Leased Premises that results in contamination, Lessee, at its sole expense, shall promptly take any and all necessary actions to return the Leased Premises to the same condition that existed prior to the presence of any such Hazardous Materials on, in, or about the Leased Premises. Lessee shall first obtain Authority's approval for any such remedial action.

Notwithstanding the foregoing, this indemnification shall only apply to contamination by Hazardous Materials resulting from Lessee's use and operation of the Leased Premises.

As used herein, the term "Hazardous Materials" means all hazardous or toxic substances, wastes, materials or chemicals, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos and asbestos-containing materials, pollutants, contaminants and all other materials and substances, including but not limited to radioactive materials regulated pursuant to any Environmental Laws or that could result in liability under any Environmental Laws. "Environmental Laws" means all applicable foreign, federal, state and local statutes, rules, regulations, ordinances, orders, decrees and common law relating in any manner to pollution or protection of the environment, to the extent and in the form that such exist at the date hereof. The provisions under this Section shall survive the expiration or earlier termination of this Lease.

12.03 **No Liens by Tenant.** Lessee shall have no power to subject the Leased Premises to mechanic's or materialmen's liens of any kind. The existence of any such lien, which lien is not discharged by Lessee or bonded off within 30 days, shall be a material breach of this Lease. Lessee agrees to *indemnify* and hold Authority and the Leased Premises harmless as regards any such lien on account of Lessee's activities on the Leased Premises.

All contracts for work on the Leased Premises performed on behalf of Lessee or Authority must contain a waiver of lien by such party's contractor against the other party's interest in the Leased Premises. All persons performing work, labor or supplying materials at the Leased Premises on behalf of Lessee or Authority shall look solely to such party and not to the other party for any legal fees and court costs.

Lessee and Authority shall have the right, but not the obligation to discharge or transfer to bond any lien filed against the Leased Premises by the other party's contractor that has not been discharged or transferred to bond within 30 days from the filing thereof and any reasonable cost or expense, including reasonable attorney's fees, incurred by Lessee or Authority as a result thereof shall immediately be due and payable and if not paid by Authority or Lessee within 15 days shall constitute a default under this Lease.

ARTICLE 13

MISCELLANEOUS

13.01 **Notice.** All notices provided to be given under this agreement shall be delivered in person or be given by certified mail or registered mail, addressed to the proper party, at

the following address:

AUTHORITY:

Attn: Chief Executive Officer
P.O. Box 1541
Corpus Christi, Texas 78403

LESSEE:

Keith Skoruppa
3680 CR 61
Robstown, Texas 78380
skoruppafarms@gmail.com
361.816.5940

or such other place or places as Authority or Lessee may designate, from time to time, in writing.

13.02 **Binding Effect.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and assigns where permitted by this agreement.

13.03 **Texas Law.** This agreement shall be construed under and in accordance with the laws of the State of Texas. Venue of any action arising out of this Lease Agreement will be in Nueces County, Texas.

13.04 **Partial Invalidity.** In case any one or more of the provisions contained in this agreement shall for any reason be held to 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.

13.05 **Entire Agreement.** This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13.06 **Written Amendments.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

13.07 **Contractual Relationship:** Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Authority or Lessee.

13.08 **Cumulative Rights.** The rights and remedies provided by this Lease Agreement are

cumulative, and the use of any one right or remedy by either party shall not preclude or waive his or its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

13.09 **Separate Waivers.** No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any breach of the same or any other term, condition, or covenant contained herein.

13.10 **Attorney's Fees.** In the event Authority or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

13.11 **Public Disclosure:** Authority is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, chapters 551 and 552), and as such Authority is required to disclose to the public (upon request) this Lease Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Lessee agrees that the disclosure of this Lease Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by Authority as required by the Texas Open Meetings Act, Texas Public Information Act or any other law will not expose Authority (or any party acting by, through or under Authority) to any claim, liability or action by Lessee.

13.12 **Headings.** The subject headings included herein are for convenience only and shall not be construed in interpreting this agreement.

13.13 **Gender.** As used in this agreement, whenever the context so indicates, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others.

13.14 **Timeliness.** Time is of the essence of this agreement.

13.15 **Mediation**. Authority and Lessee 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 Lease Agreement before a mediator to be agreed upon by Authority and Lessee. Authority and Lessee 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. Authority and Lessee will each pay one-half of the costs of mediation to the mediator.

The provisions of this Section survive expiration or termination of the Lease.

13.16 **Force Majeure.** In the event either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of *force majeure*, which includes strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "*force majeure*"), such party shall be excused for the period of time equivalent to the delay caused by such *force majeure*.

13.17 **Interpretation.** The parties hereby agree that in the event that a judicial interpretation of any of the terms or provisions of this Lease is required, that it is their desire that the court shall not construe the language against either party hereto on the basis, or for the reason, that one party or the other was responsible for the drafting of this Lease.

IN WITNESS WHEREOF, the undersigned Authority and Lessee hereby execute this Lease Agreement as of the day and year of the parties' respective acknowledgement, but effective as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Kent A. Britton
Chief Executive Officer

Lessee Signature Page Immediately Follows

LESSEE:

By: _____
Keith Skoruppa

EXHIBIT A
(Legal Description)

STATE OF TEXAS
COUNTY OF NUECES

16.50-Acre Tract

Field notes of a 16.50-Acre tract of land, being the same 16.50-acre tract of land described as Tract III in Affidavit of Facts Concerning the Identity of heirs for the Estate of Heralio Eduardo Requenez a/k/a Heralio E. Requenez, Deceased, recorded in Document No. 2021036418 of the Official Records of Nueces County, Texas;

Said 16.50-Acre tract of land is part of Lot 8 of the Map "D" of the George H. Paul Subdivison of the Driscoll Ranch, as shown on plat recorded in Book A, Page 34 of the Map Records of Nueces County, Texas;

Said 16.50-Acre tract is comprised of a portion of the Gregorio Farias Grant, Abstract 592, and is situated 2 miles east of the city of Robstown, and is described by metes and bounds as follows:

Beginning at a cotton spindle found on the centerline of County Road 40 (Texas Yes Boulevard) and at the northwest corner of a 10.014-acre tract of land described in Warranty Deed recorded in Document No. 1998020965 of the Official Records of Nueces County, Texas; for the northeast corner of said 16.50-acre tract and the northeast corner of this tract;

THENCE South 00° 32' 04" East (South 00° 33' 14" East - record), along the west line of said 10.014-Acre tract, the east line of said 16.50-Acre tract, and the east line of this tract, at 50.67 feet pass a 3/4-inch iron pipe found for a line marker, in all a distance of 973.78 feet (973.74 feet - record) to a 3/4-inch iron pipe found on the north line of a 25.00-acre tract of land described as Tract 1 in Special Warranty Deed recorded in Document No. 2026001318 of the Official Records of Nueces County, Texas; for the southeast corner of this tract;

THENCE South 88° 35' 30" West (South 88° 34' 03" West - record), along the north line of said 25.00-Acre tract, the south line of said 16.50-Acre tract, and the south line of this tract, a distance of 745.78 feet (745.70 feet - record) to a 5/8-inch rebar with surveyor's cap found at the northwest corner of said 25.00-Acre tract and on the east line of a 24.58-Acre tract of land described as Tract 2 in Special Warranty Deed recorded in Document No. 2025024807 of the Official Records of Nueces County, Texas, for the southwest corner of said 16.50-acre tract and the southwest corner of this tract;

THENCE North 00° 32' 23" West (North 00° 33' 14" West - record), along the east line of said 24.58-Acre tract, the west line of said 16.50-Acre tract, and the west line of this tract, at 904.75 feet pass a 5/8-inch rebar with surveyor's cap found on the south right-of-way line of said County Road 40 (Texas Yes Boulevard) for a line marker, at 953.44 feet pass a cotton spindle found, in all a distance of 954.18 feet (954.20 feet - record) to a point on the centerline of said County Road 40 (Texas Yes Boulevard), for the northwest corner of said 16.50-Acre tract and the northwest corner of this tract;

THENCE North 87° 05' 14" East (North 87° 04' 04" East - record), along the centerline of said County Road 40 (Texas Yes Boulevard), the north line of said 16.50-Acre tract, and the north line of this tract, a distance 746.43 feet (746.25 feet - record) to the point of beginning, containing 16.50-Acres of land, more or less, of which 0.86 acre of land is within County Road 40 (Texas Yes Boulevard) right-of-way, subject to all easements of record.

NOTES

1. Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone. Adjusted to AllTerra Central RTK Network Corrections.
2. As shown upon FEMA FIRM Map No. 48131C0850C, Effective Date: February 4, 2011 - the property described on this plat is in Zone X and Zone A Contact your local Floodplain Administrator for Flood Zone Determination and Base Flood Elevation.

I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that the above plat represents an actual survey made on the ground, under my supervision, and that there are no apparent visible easements or intrusions of buildings on adjoining property, and that all buildings are wholly located on this property, except as shown above, this the 28th day of April 2026.

STATE OF TEXAS
REGISTERED
JESSE FUENTES
5988
PROFESSIONAL
LAND SURVEYOR

BOUNDARY SURVEY OF
A 16.50 ACRE TRACT OF LAND
OUT OF LOT 8
MAP "D" OF THE
GEORGE H. PAUL SUBDIVISION
OF THE DRISCOLL RANCH
NUECES COUNTY, TEXAS

Job Number:	2604006	Scale:	1" = 60'
Field Date:	4/28/2026	Checked by:	JF
Field Tech(s):	JF, CH, KH	Office Tech(s):	CH
Drawing Date:	05/28/2026	Revision:	

EXHIBIT B

LESSEE'S INSURANCE REQUIREMENTS

Without limiting the indemnity obligations or liabilities of Lessee or its insurers provided in this Lease Agreement, before commencing any material activities on the Leased Premises under this Lease Agreement, Lessee shall procure and maintain at its sole expense during the Term of the Lease, and during any time period following expiration or termination of the Lease in which Lessee is required to perform additional work on the Leased Premises, the following policies of insurance (sometimes collectively referred to as the "***Policies***") and in at least the minimum amounts specified below:

(1) *Farm & Ranch Liability Insurance.* Farm & Ranch Liability insurance coverage, which shall cover or be endorsed to cover bodily injury, personal injury, property damage, operations hazard, owner's protective coverage, contractual liability, products and completed operations liability, with a per occurrence limit of $1,000,000 and aggregate limits of at least $2,000,000 and endorsed to name the Authority Parties as additional insureds on a primary, non-contributory basis.

(2) *Automobile Liability Insurance.* When any motor vehicles (owned, non- owned or hired by Lessee) are used in connection with work being performed on the Leased Premises, the Lessee shall provide Automobile Liability Insurance with limits of not less than $500,000 per occurrence for bodily injury and property damage; and endorsed to name the Authority Parties as additional insureds on a primary, non-contributory basis.

Lessee shall deliver to Authority, prior to the commencement of any material activity by Lessee on the Leased Premises, as proof of the insurance required of Lessee, a certificate or certificates of insurance (and any endorsements required to provide evidence of the insurance coverages required under this Lease) describing the Policies, which certificates must be in their form and content, reasonably acceptable to the Authority.

In the event that a claim is filed against a Party and governed by the terms of this Lease, the other Party shall, upon receipt of a written request, deliver to the first Party true and correct copies of the Policies required hereunder which may be responsive to the claim. In addition, to the extent that during the Term there shall occur any material changes in any of the Policies required hereunder, Lessee shall notify the Authority of such changes.

From time to time during the Term to the extent that the Authority provides written notice to Lessee evidencing reasonable belief (in reasonable detail) that the amounts of coverage required by this Lease Agreement to be maintained have become insufficient to adequately protect the interests of the Authority, then upon such notice the Parties will commence a dialog in good faith to discuss a possible adjustment to the coverage amounts herein provided, to adequately restore the protection afforded to the interests of the Authority.

Lessee shall deliver to the Authority certificates of renewal prior to the expiration date of each of the Policies required to be maintained by the Lessee. The company writing each of the Policies must possess a Financial Strength Rating of no less than "A-" and a Financial Size Category rating of at least "VI" by A.M. Best Company (or any successor rating agency or entity reasonably selected by Authority if A.M. Best Company discontinues publishing ratings of insurance companies or if the rating system is changed). If Lessee has a captive insurance company, Lessee shall deliver to Authority a copy of the most recent audited financial statements of Lessee's captive insurance company, which are presented on a consolidated basis with Lessee, before commencing any material activities on the Leased Premises, under this Lease Agreement. Lessee represents and warrants to the Authority that the financial statements of Lessee's captive insurance company are audited annually by a certified public accountant. Lessee shall submit a copy of the audited financial statements of Lessee's captive insurance company to the Authority annually within one hundred eighty (180) days after the close of the captive insurance company's fiscal year.

Notwithstanding the foregoing, Lessee may elect, with Authority's review and consent, to comply with the insurance obligations using self-insurance programs maintained by it or its corporate parent. If Lessee exercises the option to self-insure, then (i) Lessee shall provide written notice of its intent to self-insure accompanied with details of its self-insurance program; (ii) such self-insurance program must be permitted by applicable law; (iii) the insuring company must maintain a net worth (as shown by its most recent financial statements audited in accordance with generally accepted accounting principles) of not less than One Hundred Million Dollars ($100,000,000); and (iv) the insuring company must maintain an "Investment Grade" financial rating by Moody's or Standard and Poor's or an equivalent rating service; and as to any of the insurance requirements which Lessee elects to self-insure, Lessee will self-insure Authority in the same manner as an additional insured using self-insurance programs maintained by Lessee or Lessee's corporate parent. If Lessee elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding $500,000, Authority and Lessee shall maintain all rights and obligations between themselves as if Lessee maintained the insurance with a commercial insurer including any additional insured status, primary liability, waivers of rights of recovery, other insurance clauses, and any other extensions of coverage required herein. Lessee or its corporate parent, whichever maintains the self-insurance program, shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including reasonable attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Lessee had maintained the insurance pursuant to this Lease Agreement. Authority shall not be responsible for payment of any deductible or self-insured retention or uninsured amount.

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Sam Esquivel
Business Development Director
Sam@pocca.com
361 885-6140

ANTICIPATED STAFF PRESENTER: **Sam Esquivel**

Approve the Fourth Amendment of Lease with United Minerals and Properties, Inc., granting a driveway easement from Rincon Road to the leased premises and to add payment and performance bond requirements applicable to construction, alteration, or repair work on the leased premises, Nueces County, Texas.

SUMMARY:

Staff request Port Commission approval of the Fourth Amendment of Lease with United Minerals and Properties, Inc. granting a driveway easement from Rincon Road to the leased premises and to add payment and performance bond requirements applicable to construction, alteration, or repair work on the leased premises, as depicted in the attached memo exhibit. UMP will be responsible, at its sole cost and expense, for construction and maintenance of the driveway easement in accordance with plans approved by the PCCA.

BACKGROUND:

The Port of Corpus Christi Authority (PCCA) entered into Lease #1 with Tor Minerals International, Inc. on April 14, 1987, for two tracts totaling approximately 10 acres, and Lease #2 on January 12, 1988, for 2.86 acres. The leases were amended in 2000, 2003, and 2005 and were later assigned to UMP effective June 1, 2022. The fourth amendment grants an easement from Rincon Road to the UMP leased premises and adds payment and performance bond requirements applicable to construction, alteration, or repair work on the leased premises. UMP plans to construct approximately 43,125 SF of covered storage for product storage.

ALTERNATIVES:

Do not approve the Fourth Amendment of Leases, and United Minerals and Properties, Inc. will not be able to construct the driveway to Rincon Rd., to access the new facility.

CONFORMITY TO PORT PROCUREMENT POLICY:

The Procurement Policy does not apply to this agenda item.

STRATEGIC ALIGNMENT:

The Fourth Amendment of Leases is consistent with the PCCA Strategic Plan 2029: Strategic Goal #3 – Provide facilities and services to meet customer needs by supporting safe and direct access to leased premises.

FINANCIAL IMPACT:

United Minerals and Properties, Inc. will pay a one-time administrative fee of $2,500.00 for the grant of driveway easement. UMP will be responsible, at its sole cost and expense, for construction and maintenance of the driveway easement in accordance with plans approved by the PCCA.

STAFF RECOMMENDATION:

Staff recommend approval of the Fourth Amendment of Leases with United Minerals and Properties, Inc.

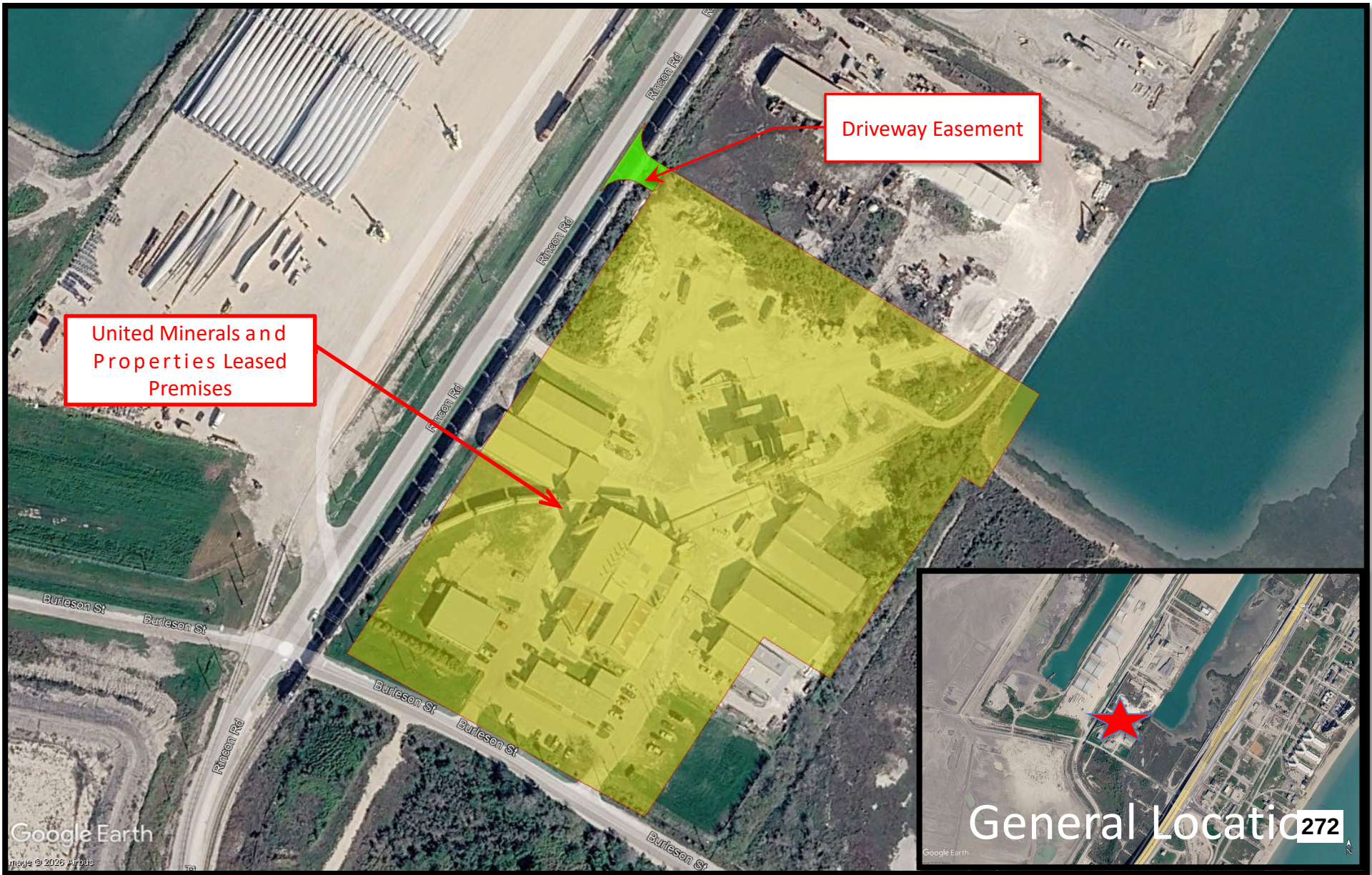
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate Erin Hall
Reviewed & Approved	Sam Esquivel
Legal	Bruce S. Hawn
Executive Staff	Yudi Takizawa

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Fourth Amendment of Lease

Approve the Fourth Amendment of Lease with United Minerals and Properties, Inc., granting a driveway easement from Rincon Road to the leased premises and to add payment and performance bond requirements applicable to construction, alteration, or repair work on the leased premises, Nueces County, Texas.



FOURTH AMENDMENT OF LEASES

This Fourth Amendment of Leases (the "Fourth Amendment") is entered into and made effective as of August 18, 2026 (the "Fourth Amendment Date") between the **Port of Corpus Christi Authority of Nueces County, Texas** ("Authority"), as Landlord, and **United Minerals and Properties, Inc.,** a Georgia Corporation ("Lessee"). Lessee being the successor in interest to TOR Minerals International, Inc. (f/k/a Hitox Corporation of America), a Delaware Corporation ("Tor Minerals"). Authority and Lessee may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, by Lease Agreement dated April 14, 1987 ("Lease #1") Authority leased two tracts of land totaling 10 acres in size to Tor Minerals (f/k/a Hitox Corporation of America). Lease #1 was amended by instruments dated July 11, 2000 (the "First Amendment of Leases"), May 13, 2003 (the "Second Amendment of Leases"), and November 15, 2005 (the "Third Amendment of Leases"). Lease #1, as amended, currently covers two tracts of land comprising 10.31 acres of land, which land is more particularly described and depicted in Exhibit "A" to the Third Amendment of Leases as the "Tor Mineral Tract 'A', 5.41 Acre Lease" and the "Tor Mineral Tract 'B' 4.90 Acre Lease".

WHEREAS, by Lease Agreement dated January 12, 1988 ("Lease #2") Authority leased 2.86 acres of land (the Lease #2 Premises") to Tor Minerals. Lease #2 was amended by the First Amendment of Leases, the Second Amendment of Leases, and the Third Amendment of Leases. The Lease #2 Premises are more particularly described and depicted in Exhibit "A" to the Third Amendment of Leases and is referred to therein as the "Tor Mineral Tract 'C' 2.86 Acre Lease". Lease #1 and Lease #2 each as amended by the First, Second and Third Amendments of Leases shall hereinafter be collectively referred to as the "Tor Leases".

WHEREAS, Tor Leases were subsequently assigned to Lessee pursuant to the Assignment and Assumption Agreement dated effective as of June 1, 2022 between Tor Minerals and Lessee and recorded under Instrument No.: 2022029200 in the Official Public Records of Nueces County, Texas (the "Assignment"). True and correct copies of the Tor Leases are attached to the Consent to Assignment of Leases, which is attached to, and was recorded along with, the Assignment.

WHEREAS, Authority and Lessee desire to amend Lease #1 to add an easement allowing Lessee to construct a driveway entrance between Rincon Road and Tract B of the Lease #1 leased premises for the purpose of allowing direct ingress and egress between Tract B, as that tract is described in the Third Amendment of Leases ("Tract B"), and Rincon Road.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged by both Parties and in further consideration of the mutual covenants and obligations contained herein, the Parties hereby agree as follows:

1. DRIVEWAY EASEMENT. The existing paragraph set forth in Section III of Lease #1, as previously amended, is hereby numbered as paragraph 1 of said Section. The paragraph set forth below is hereby added and incorporated into Section III of Lease #1:

2. (a) Lessee is hereby granted a variable-width driveway easement ranging from eighty feet (80') where the easement meets the eastern edge of Rincon Road to thirty feet (30') where the easement abuts the western boundary of Tract B. A depiction of the location of the driveway easement is attached hereto and incorporated herein as Exhibit "A" (the "**Driveway Easement**"). Lessee may not commence any construction activities within the boundaries of the Driveway Easement without having first submitted its driveway construction plans to Authority and received Authority's approval thereof.

(b) Lessee is currently in the process of finalizing a survey of the Driveway Easement. Upon completion of the survey, Lessee will prepare a metes and bounds description and plat of the Driveway Easement area and submit to Authority for approval. Once approved by Authority, the metes and bounds description and plat thereof will be attached hereto as Exhibit "B" and shall become the legal description of the Driveway Easement for all purposes. Lessee agrees not to record this Fourth Amendment until Exhibit B has been approved by Authority and attached hereto in accordance with the procedure outlined above. Once this Fourth Amendment is recorded, Lessee agrees to promptly provide Authority with a complete copy of the recorded Fourth Amendment.

(c) The Driveway Easement may be used solely for the purpose of pedestrian and vehicular ingress to and egress from Tract B and Rincon Road. The Driveway Easement may not unreasonably interfere with the use and operation of Authority's railroad track crossed by the Driveway Easement. Lessee shall be responsible, at its sole cost and expense, for the construction and maintenance of the Driveway Easement in accordance with the construction plans approved by Authority.

(d) The Driveway Easement will terminate upon the termination or expiration of Lease #1. Lessee shall have no right to remove any portion of the driveway constructed within the Driveway Easement upon its termination. The Driveway Easement is subject to any and all existing agreements affecting the use of the Driveway Easement area by others, whether of record or not. Lessee shall pay a one-time administrative fee in the amount of $2,500 for the grant of this Driveway Easement.

2. PAYMENT AND PERFORMANCE BONDS. As required by *Tex.Gov. Code Ann.* §2252.909, Lease #1, as previously amended, is hereby further amended to add the paragraphs set forth below into Section III of Lease #1:

3. Lessee, in any contract for the construction, alteration or repair of improvements to the leased premises (collectively "Work"), will include a provision requiring its contractor and a corporate surety, approved by the State of Texas, to:

a. execute a payment bond, meeting the requirements of §53.202 of the Texas Property Code; and in accordance with §53.203 of the Texas

Property Code, to file the payment bond together with a copy of the contract for the Work, or memorandum thereof, with the county clerk of the county in which the leased premises is located. If the leased premises is located in both Nueces and San Patricio Counties, then the payment bond and a copy of the contract for the Work, or memorandum thereof, shall be filed with the county clerks of both counties. If Lessee receives any lien notices or a lien is fixed on the leased premises pursuant to Chapter 53 of the Texas Property Code, Lessee shall promptly mail to the surety on the payment bond a copy of all notices received.

b. execute a separate performance bond in an amount equal to 100% of the contract price for the Work. The performance bond shall be for the protection of the Authority and Lessee and shall be conditioned on the faithful performance of the contractor's Work in accordance with the plans, specifications and provisions of the contract documents for the Work. Performance and payment bonds must be executed by a surety meeting the requirements of §2253.021(d) of the Texas Government Code, and must name Authority as a co-obligee.

c. Lessee in addition shall provide Authority with prior written "Notice of Commencement" of any Work, at least 90 days prior to the commencement of such Work. The Notice of Commencement must:

(1) identify the public property where the Work will be performed;
(2) describe the Work to be performed;
(3) state the total cost of the Work to be performed;
(4) include copies of the performance and payment bonds required above; and
(5) include a written acknowledgment signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

d. IT IS THE INTENT OF AUTHORITY THAT NOTHING CONTAINED IN THIS LEASE SHALL (1) BE CONSTRUED AS A WAIVER OF AUTHORITY'S LEGAL IMMUNITY AGAINST MECHANIC'S LIENS ON AUTHORITY PROPERTY AND/OR ITS CONSTITUTIONAL AND STATUTORY RIGHTS AGAINST MECHANICS LIENS ON AUTHORITY PROPERTY, INCLUDING THE LEASED PREMISES, OR (2) BE CONSTRUED AS CONSTITUTING THE EXPRESS OR IMPLIED CONSENT OR PERMISSION OF AUTHORITY FOR THE PERFORMANCE OF ANY LABOR OR SERVICES FOR, OR THE FURNISHING OF ANY MATERIALS TO, LESSEE THAT WOULD GIVE RISE TO ANY MECHANIC'S LIEN AGAINST AUTHORITY'S INTEREST IN THE LEASED PREMISES, OR ANY PROPERTY OF AUTHORITY OR IMPOSING ANY LIABILITY ON AUTHORITY FOR ANY LABOR

OR MATERIALS FURNISHED OR TO BE FURNISHED TO LESSEE UPON CREDIT.

3. Binding Effect. This Fourth Amendment shall be binding on the successors and assigns of the Parties.

4. Continuation of Leases. Except as specifically amended hereby, all terms and conditions of the Tor Leases shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Fourth Amendment and the terms and conditions of the Tor Leases, the terms and conditions of this Third Amendment shall control.

5. Counterparts. This Amendment may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures and acknowledgments to this Amendment by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures and acknowledgments shall be deemed to be the same as original signatures and acknowledgments.

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

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Kent A. Britton
Chief Executive Officer

Date: August 18, 2026

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the 18th day of August, 2026 by Kent A. Britton, Chief Executive Officer of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Authority.

_____
NOTARY PUBLIC, State of Texas

Lessee Signature Page Immediately Follows

UNITED MINERALS AND PROPERTIES, INC.

By: Jerry Bertram

Name: Jerry Bertram

Title: President

Date: 8/10, 2026

STATE OF Georgia §
§
COUNTY OF Gordon §

This instrument was acknowledged before me on the 10th day of August, 2026, by Jerry Bertram, as President of United Minerals and Properties, Inc., a Georgia corporation, on behalf of said corporation.

Sabrina Gandy
NOTARY PUBLIC, State of Georgia

SABRINA GANDY
My Commission Expires
NOTARY PUBLIC
May 28, 2029
GORDON COUNTY, GEORGIA


Exhibit A
United Minerals and Properties, Inc
.08 acre Driveway Easement
N
Kincaid Rd
Kincaid Rd
Kincaid Rd
UNITED
MINERALS AND
PROPERTIES,
INC
Microsoft, Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Exhibit "B"

Attach Metes and Bounds Description and
Plat of Driveway Easement Behind this Page

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Sam Esquivel
Business Development Director
Sam@pocca.com
361 885-6140

ANTICIPATED STAFF PRESENTER: Sam Esquivel

Approve a 20-year Lease Agreement with the Coastal Bend Bays and Estuaries Program Inc. for a 64 sq. ft area to install a data collection water monitoring platform, located in Nueces Bay, Nueces County, Texas.

SUMMARY:

Staff requests Port Commission approval of a 20-year Lease Agreement with Coastal Bend Bays and Estuaries Program Inc. (CBBEP) for an area approximately 64 sq. ft. to install a water monitoring platform, located in Nueces Bay, Nueces County, Texas, as depicted in the attached memo exhibit.

BACKGROUND:

The Coastal Bend Bays & Estuaries Program (CBBEP), in partnership with the Conrad Blucher Institute (CBI) at Texas A&M University–Corpus Christi (TAMU-CC), proposes to install a four-pile environmental monitoring platform in Nueces Bay. The platform will support the collection of real-time water level and meteorological data that is essential to understanding the impacts of freshwater inflows to the Nueces Bay Estuary.

The original Nueces Bay monitoring station (NOAA Station 8775244) was installed in 2012 and became part of NOAA's Physical Oceanographic Real-Time System (PORTS®) in 2022. The station provided continuous water level, weather, and environmental data until it was removed in Fall 2024 due to beneficial placement activities.

This new installation is to replace the 2012 station and continue to provide critical environmental information to TAMU-CC, CBBEP, CBI and PCCA.

ALTERNATIVES:

Do not approve the lease agreement and CBBEP would need to find an alternative site for their monitoring station. However, other alternate locations would not provide as accurate water and environmental data as this location.

CONFORMITY TO PORT PROCUREMENT POLICY:

The Procurement Policy does not apply to this agenda item.

STRATEGIC ALIGNMENT:

This Lease Agreement is consistent with the PCCA Strategic Plan 2029: Strategic Goal #3 – Provide facilities and services to meet customer needs and Strategic Goal #2 – Be a Good Business and Community Partner.

FINANCIAL IMPACT:

The Port Corpus Christi Authority is a community partner with TAMU-CC and CBBEP, so there is no fee for this lease.

STAFF RECOMMENDATION:

Staff recommend the Port Commission approve the Lease Agreement with the Coastal Bend Bays and Estuaries Program Inc. for a 64 sq. ft area to install a data collection water monitoring platform.

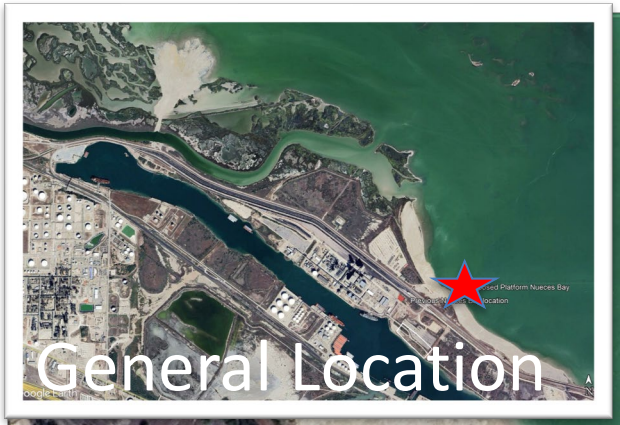
DEPARTMENTAL CLEARANCES:

Originating Department	Business Development and Real Estate Julio Dimas
Reviewed & Approved	Sam Esquivel
Legal	Bruce S. Hawn
Executive Staff	Yudi Takizawa

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Lease Agreement

Approve a 20-year Lease Agreement with the Coastal Bend Bays and Estuaries Program Inc. for a 64 sq. ft area to install a data collection water monitoring platform, located in Nueces Bay, Nueces County, Texas.



Proposed Platform Nueces Bay

Previous Nueces Bay location

SH 358

Joe Fulton Corridor

Google Earth

800 ft

282

LEASE AGREEMENT

This **LEASE AGREEMENT** ("***Lease***") is made effective as of August 18, 2026 ("***Effective Date***"), by and between **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS** (hereinafter called "***Authority***"), and **COASTAL BEND BAYS AND ESTUARIES PROGRAM, INC.,** a Texas nonprofit corporation (hereinafter called "***Lessee***").

RECITALS

WHEREAS, Lessee has requested permission to install an eight-foot by eight-foot (8'x 8') environmental monitoring platform (the "***Monitoring Platform***") on submerged lands owned by the Authority in Nueces Bay, Nueces County, Texas for the purpose of collecting real-time water level and meteorological data to study the impacts of freshwater inflows to the Nueces Bay Estuary system.

WHEREAS, Authority is amenable to Lessee's request.

NOW THEREFORE, the premises considered, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.01 Definitions

(a) As used in this Lease, each of the following terms shall have the meaning set forth or referred to in this Section:

"***Applicable Laws***" means all applicable limitations, restrictions, conditions, standards, prohibitions and requirements of any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Leased Premises, including but not limited to all applicable zoning ordinances and building codes, flood disaster laws and health laws and regulations.

"***Authority Parties***" means the Authority, its Port Commissioners, directors, managers, employees and agents.

"***Business Day***" means any day other than Saturday or Sunday or any other day on which banks in Texas are permitted or required to be closed.

"***Claims***" means all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys' and experts' fees and expenses), suits, settlements or judgments of any nature whatsoever (including claims for personal injury, bodily injury, real and personal property damage and economic loss).

"***Parties***" means Authority and Lessee.

"***Party***" or "***party***" means Authority or Lessee, as the case may be.

"***Rent***" means the base monthly rent described in Section 4.01.

"***Term***" means the period from the Effective Date until the date on which this Lease expires or is terminated in accordance with the provisions of this Lease

(b) Capitalized terms in this Lease which are not defined in Section 1.01 are defined in the text of this Lease.

Section 1.02 Terminology

The terms defined in Section 1.01 or in the text of this Lease shall apply throughout this Lease. All references in this Lease to "***Section***" or "***Article***" shall refer to a section or article of this Lease, unless otherwise expressly stated. All references to "***Exhibits***" shall mean the exhibits attached to this Lease. All such Exhibits and any other attachments to this Lease are incorporated in this Lease by this reference. All references to herein, hereof, hereto, hereunder or similar terms shall be deemed to refer to this Lease in its entirety. As used in this Lease, the term "***including***" shall mean "including but not limited to." The headings of Articles and Sections in and Exhibits to this Lease shall be for convenience only and shall not affect the interpretation hereof.

ARTICLE 2
LEASED PREMISES

2.01 Description of Leased Premises

Authority, in consideration of the rents to be paid and the terms, covenants, and conditions hereinafter set forth, hereby leases to Lessee and Lessee hereby leases from Authority, upon the terms and conditions of this Lease, the surface estate currently occupied by two existing billboards one located in Nueces County, Texas and the other in San Patricio County, Texas, which are more particularly described as follows:

> The surface estate of an area approximately eight feet (8') in length by eight feet (8') in width for the purpose of installing the Monitoring Platform in approximately five feet (5') of water at the approximate Nueces Bay coordinates of 27.832670, -97.484695 as depicted in the .kmz image attached hereto as **Exhibit "A"** (the "***Leased Premises***").

2.02 Permitted and Prohibited Uses

(a) The Leased Premises (each location) may be used for the maintenance and operation of an environmental monitoring station and associated devices to be placed on the Monitoring Platform for the purpose of collecting real-time water level and meteorological data to study the impacts of freshwater inflows to the Nueces Bay estuary ("***Permitted Uses***"). Lessee will not use the Leased Premises for any purpose other than the Permitted Uses without the express prior written consent of the Authority, which may be given or withheld by the Authority's Port Commission in its sole discretion.

(b) Lessee in its use the Leased Premises, may not dredge any portion of the Leased Premises or any area leading to the Leased Premises. All access to and from the Leased Premises shall be by boat capable of traversing the waters of Nueces Bay to and from the Leased Premises.

(c) Lessee may not use, occupy or permit the use or occupancy of the Leased Premises for any purposes or in any manner directly or indirectly: (i) violative of any law, regulation, ordinance of any governmental authority applicable to Lessee or Lessee's use of the Leased Premises; (ii) dangerous to life or property; (iii) constituting a public or private nuisance; (iv) which interferes with the operations of Authority or any of Authority's tenants.

(d) Lessee will cooperate with the Authority's Tenant Audit Program (the "***Program***"). The audit will consist of a scheduled review of Lessee's operations and activities, a review of Lessee's environmental management programs, and a tour of the Leased Premises. Authority staff involved in the Program intend to gain an understanding of Lessee's operations and activities and what measures the Lessee is utilizing to comply with local, state, and federal laws, rules and regulations, this Lease Agreement, and Authority's Tariffs, Rules, and Regulations. Through the Program, they will seek to achieve cooperative conservation between Authority and Lessee that are actions relating to the use, enhancement and enjoyment of natural resources and protection of the environment. The audit will be conducted at a minimum annually and more frequently if determined by Authority staff to be necessary. A letter from Authority staff setting forth staff's observations will be provided to the Lessee following the audit. If violation of applicable laws, rules, regulations, this Lease Agreement or the tariff have been observed, then Lessee will be notified of the same in the letter, and required to immediately take action to come into compliance, and to verify it has done so to Authority staff.

2.03 No Hazardous Use

Lessee's occupancy, operation and/or use of the Leased Premises shall not violate any applicable city, state or federal laws or regulations pertaining to the storage, disposal, use or release of environmentally hazardous substances ("***Hazardous Materials***") as defined by any applicable city, state or federal law or regulation, and must comply with Authority's Tariffs, Rules and Regulations.

2.04 Lessee's Access to Leased Premises

Lessee shall have full access to the Leased Premises at all times so long as such access does not interfere with Authority's operations.

2.05 Lessee's Inspection

Lessee has inspected the Leased Premises and accepts the Leased Premises As Is, Where Is, and in its present condition, as reasonably suited and fit for Lessee's intended uses of the Leased Premises. Lessee acknowledges that Authority has made no express warranties with regard to the Leased Premises and to the maximum extent permitted by applicable law,

Authority hereby disclaims, and Lessee waives the benefit of, any and all implied warranties, including implied warranties of habitability, or fitness or suitability for Lessee's purpose.

2.06 Authority's Inspection

Authority's agents, representatives, or employees may enter the Leased Premises for the purpose of inspection to determine whether Lessee is in compliance with the terms of this Lease, for purposes of maintaining, repairing, or altering the Leased Premises, or for the purpose of showing the Leased Premises to prospective lessees.

2.07. Maintenance of Leased Premises

(a) Lessee will, throughout the Term of this Lease, at its own expense and risk, maintain the Leased Premises in good order and condition, including but not limited to making all repairs and replacements necessary to keep the Leased Premises in that condition. All maintenance, repairs, and replacements required by this Section must be performed promptly when required.

(b) Authority shall have absolutely no obligation to make any repairs, replacements or improvements in and to the Leased Premises or to maintain the same.

2.08. Alteration of Leased Premises

Lessee shall not have the right to make any alterations, improvements and/or additions to the Leased Premises without first obtaining Authority's prior written approval. Prior to making any such alterations, improvements or additions, Lessee shall submit to Authority plans and specifications therefor for Authority's prior written approval. Lessee shall not make any alterations, improvements or additions to the improvements prior to receiving Authority's prior written approval.

2.09. Payment and Performance Bonds

As required by *Tex.Gov. Code Ann.* §2252.909, Lessee, in any contract for the construction, alteration or repair of improvements to the Leased Premises (collectively "Work"), will include a provision requiring its contractor and a corporate surety, approved by the state of Texas, to:

(1) execute a payment bond, meeting the requirements of §53.202 of the Texas Property Code; and in accordance with §53.203 of the Texas Property Code, to file the payment bond together with a copy of the contract for the Work, or memorandum thereof, with the county clerk of the county in which the Leased Premises is located. If the Leased Premises is located in both Nueces and San Patricio Counties, then the payment bond and a copy of the contract for the Work, or memorandum thereof, shall be filed with the county clerks of both counties. If Lessee receives any lien notices or a lien is fixed on the leased premises pursuant to Chapter 53 of the Texas Property Code, Lessee shall promptly mail to the surety on the payment bond a copy of all notices received.

(2) execute a separate performance bond in an amount equal to 100% of the contract price for the Work. The performance bond shall be for the protection of the Authority and Lessee and shall be conditioned on the faithful performance of the contractor's Work in accordance with the plans, specifications and provisions of the contract documents for the Work. Performance and payment bonds must be executed by a surety meeting the requirements of §2253.021(d) of the Texas Government Code, and must name Authority as a co-obligee.

Lessee in addition shall provide Authority with prior written "Notice of Commencement" of any Work, at least 90 days prior to the commencement of such Work. The Notice of Commencement must:

(1) identify the public property where the Work will be performed;

(2) describe the Work to be performed;

(3) state the total cost of the Work to be performed;

(4) include copies of the performance and payment bonds required above; and

(5) include a written acknowledgment signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

IT IS THE INTENT OF AUTHORITY THAT NOTHING CONTAINED IN THIS LEASE SHALL (1) BE CONSTRUED AS A WAIVER OF AUTHORITY'S LEGAL IMMUNITY AGAINST MECHANIC'S LIENS ON AUTHORITY PROPERTY AND/OR ITS CONSTITUTIONAL AND STATUTORY RIGHTS AGAINST MECHANICS LIENS ON AUTHORITY PROPERTY, INCLUDING THE LEASED PREMISES, OR (2) BE CONSTRUED AS CONSTITUTING THE EXPRESS OR IMPLIED CONSENT OR PERMISSION OF AUTHORITY FOR THE PERFORMANCE OF ANY LABOR OR SERVICES FOR, OR THE FURNISHING OF ANY MATERIALS TO, LESSEE THAT WOULD GIVE RISE TO ANY MECHANIC'S LIEN AGAINST AUTHORITY'S INTEREST IN THE LEASED PREMISES, OR ANY PROPERTY OF AUTHORITY OR IMPOSING ANY LIABILITY ON AUTHORITY FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO LESSEE UPON CREDIT.

ARTICLE 3
TERM

3.01 Term of Lease

The "***Term***" of this Lease commences on the Effective Date and ends at midnight on August 17, 2046, unless otherwise extended or terminated in accordance with the terms hereof.

3.02 Holding Over

If Lessee holds over beyond the Term without the written consent of Authority, Lessee is deemed to be occupying the Leased Premises as a tenant at sufferance.

3.03 Surrender of Leased Premises

(a) Upon the expiration or termination of this Lease, Lessee shall remove the Monitoring Platform and all equipment located thereon and peaceably and quietly surrender the Leased Premises to the Authority in as good condition as when delivered to Lessee, ordinary wear and tear excepted.

(b) Upon the expiration or termination of this Lease Agreement, the Authority may, without further notice, enter upon, reenter, possess, and repossess itself of the Leased Premises by force, summary proceedings, ejectment, or otherwise, and may dispossess and remove Lessee from the Leased Premises and may have, hold, and enjoy the Leased Premises free of any claim by Lessee with respect thereto. The Authority shall not be deemed to have accepted a surrender of the Leased Premises by Lessee, or to have extended the Term, other than by execution of a written agreement specifically so stating.

ARTICLE 4
RENT

4.01 Monthly Base Rent for the Leased Premises

Lessee shall pay rent for the entire Term of this Lease Agreement in the amount of Ten Dollars and no/100 Dollars ($10.00) in advance ("***Rent***").

4.02 Place of Payment

Payment of Rent and any other payments required to be made by Lessee to Authority hereunder shall be (i) made by electronic transfer to an account to be designated by Authority, (ii) delivered to the Authority's administrative offices at 400 Charles Zahn Jr. Drive, Corpus Christi, Texas, or such other physical address as Authority may designate from time to time, or (iii) mailed to Authority, Attention: Chief Executive Officer, P.O. Box 1541, Corpus Christi, Texas 78403, or at such other mailing address as Authority shall designate in writing.

4.03 Late Payment Penalties

If Lessee should fail to pay Authority any sum to be paid by Lessee to Authority hereunder within thirty (30) days after such payment is due, interest on the unpaid amount shall accrue at a rate of fifteen percent (15%) per annum or the maximum rate allowed by law, whichever is less, from the date payment was due until the date payment is made. Any such late charge shall be in addition to all other rights and remedies available to Authority hereunder or at law or in equity and

shall not be construed as liquidated damages or limiting Authority's other remedies in any manner. Failure to pay such interest within thirty (30) days after written demand shall be an event of default hereunder.

ARTICLE 5
INSURANCE AND WAIVER OF CLAIMS

5.01 Insurance

Without limiting the indemnity obligations or liabilities of Lessee, or its insurers, provided herein, Lessee agrees to procure and maintain at its sole expense during the Term of the Lease the policies of insurance described in **Exhibit B** attached hereto and in at least the minimum amounts specified in **Exhibit B**.

Section 5.02 Waiver of Claims

Lessee hereby waives every Claim which arises or may arise in its favor against Authority during the Term of this Lease for any loss of, or damage to, any of its property located within or upon, or constituting a part of, the Leased Premises, to the extent that such loss or damage is or would have been covered by any property insurance which Lessee is required to carry under this Lease (whether or not Lessee actually carries such insurance or self-insures for the loss or damage). Lessee agrees to immediately give to each insurance company which has issued to it policies of fire and extended coverage insurance 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.

ARTICLE 6
INDEMNITY AND WAIVER

6.01 Indemnification by Lessee

(a) Lessee shall defend, indemnify and hold harmless the Authority Parties from and against, and Lessee shall be responsible for, any and all Claims which may be brought or instituted or asserted against the Authority Parties based on or arising out of or relating to any of the following events (each being referred to herein as an "*Indemnified Event*"): (i) the failure on the part of the Lessee or any of its officers, managers, employees, agents, invitees, guests, contractors, subcontractors or licensees ("*Lessee Parties*") to comply with the provisions of Applicable Laws applicable to the Leased Premises, or (ii) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property occurring on the Leased Premises.

(b) Notwithstanding anything to the contrary contained in Section 6.01(a), it is expressly provided and agreed by and between the Parties that Lessee shall not be obligated to indemnify and hold harmless the Authority Parties from and against their own negligence.

(c) Notwithstanding anything to the contrary contained in Section 6.01(a), Lessee shall be relieved of its obligation of indemnity (but not its obligation to defend) with respect to any Claim to the extent, but only to the extent, of (1) the amount actually recovered from one or more insurance carriers and either paid to the Authority Parties or paid for benefit of the Authority Parties in reduction of such Claim, or (2) the percentage of responsibility attributed to the Authority Parties with respect to causing or contributing to cause the Indemnified Event for which the Claim was made.

(d) Lessee's indemnity obligations under this Section 6.01 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Lessee to any employee of Lessee under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

(e) The obligations of the Lessee under this Section 6.01 shall survive the expiration or any earlier termination of the term of this Lease.

6.02 Notice of Claims

The Authority shall give the Lessee prompt and timely notice of any Claims made or instituted against it or any other Authority Party, of which it has knowledge, relating to any matter which in any way may result in indemnification pursuant to Section 6.01(a). Subject to the prior rights, if any, of insurers, the Lessee shall be entitled to control the defense and any compromise of any such Claims to the extent of any actual or potential claim for indemnification made or reserved by the Authority, but the Lessee shall give the Authority the opportunity to participate in the defense and any compromise of any such Claim to the extent of the Authority's interest therein.

ARTICLE 7
DEFAULT

7.01 Event of Default

An "***Event of Default***" by the Lessee shall occur:

(1) if the Lessee fails to pay when due the Rent payable under this Lease, and any such default shall continue for ten (10) days after the receipt of written notice thereof by the Lessee; or

(2) if the Lessee fails in any material respect to keep, perform, or observe any material covenant, condition, agreement, or obligation under this Lease (other than the payment of Rent) that is to be kept, performed or observed by Lessee, and shall fail to cure, correct or remedy such failure within twenty (20) days after Lessee has received written notice specifying such failure, unless such failure cannot be cured using commercially reasonable efforts within such period of twenty (20) days, in which case such failure shall not be deemed to continue if the Lessee proceeds with due diligence to cure the failure and diligently completes the curing thereof; or

(3) if the Lessee abandons the Leased Premises during the Term of the Lease; or

(4) if the Lessee shall be adjudicated bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (hereinafter collectively called "***Bankruptcy Laws***"), or if the Lessee shall (i) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, or liquidator (or other similar official under Bankruptcy Laws) of the Lessee or of any substantial portion of the Lessee's property; (ii) admit in writing its inability to pay its debts generally as they become due; (iii) make a general assignment for the benefit of its creditors; (iv) file a petition commencing a voluntary case under or seeking to take advantage of any Bankruptcy Law; or (v) acquiesce in writing to, any petition commencing an involuntary case against the Lessee pursuant to any Bankruptcy Law; or

(5) if an order for relief against the Lessee shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against the Lessee shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against the Lessee or proposing the reorganization of the Lessee under the Federal Bankruptcy Code shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within ninety (90) days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (i) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the Lessee, (ii) the appointment of a receiver, custodian, trustee, or liquidator (or other similar official under Bankruptcy Laws) of the Lessee or of any substantial portion of the Lessee's property, or (iii) any similar relief as to the Lessee pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for ninety (90) days.

7.02 <u>Rights and Remedies of Authority</u>

(a) Upon the occurrence of any Event of Default, Authority may, subject to any judicial process and notice to the extent required by Title 4, Chapter 24 of the Texas Property Code, as may be amended, in addition to all other rights and remedies afforded Authority hereunder or by law or equity, take any one or more or a combination of the following actions:

(1) Terminate this Lease by giving Lessee written notice thereof, in which event, Lessee shall pay to Authority the sum of (i) all Rent accrued hereunder through the date of termination, (ii) all amounts due under Section 7.03, and (iii) an amount equal to (A) the total Rent that Lessee would have been required to pay for the remainder of the term of this Lease discounted to present value at a per annum rate equal to the "Prime Rate" as published on the date this Lease is terminated by The Wall Street Journal, Southwest Edition, in its listing of "Money Rates", minus (B) the then present fair rental value of the Leased Premises for such period, similarly discounted; or

(2) Terminate Lessee's right to possession of the Leased Premises without terminating this Lease by giving written notice thereof to Lessee, in which event Lessee shall pay to Authority (i) all Rent and other amounts accrued hereunder to the date of termination of possession, (ii) all amounts due from time to time under Section 7.03, and

(iii) on the applicable due dates all Rent and other sums required hereunder to be paid by Lessee during the remainder of the Term of this Lease, reduced by any net sums thereafter received by Authority through reletting the Leased Premises during such period. Authority shall use reasonable efforts to relet the Leased Premises on such terms and conditions as Authority in its sole discretion may determine (including a term different from the term of this Lease, rental concessions, and alterations to, and improvement of the Leased Premises); however, Authority shall not be obligated to relet the Leased Premises before leasing other portions of the Authority's real estate. Authority shall not be liable for, nor shall Lessee's obligations hereunder be diminished because of, Authority's failure to relet the Leased Premises or to collect rent due for such reletting. Lessee shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Re-entry by Authority in the Leased Premises shall not affect Lessee's obligations hereunder for the unexpired Term of the Lease; rather, Authority may, from time to time, bring action against Lessee to collect amounts due by Lessee, without the necessity of Authority's waiting until the expiration of the term of the Lease. Unless Authority delivers written notice to Lessee expressly stating that it has elected to terminate this Lease, all actions taken by Authority to exclude or dispossess Lessee of the Leased Premises shall be deemed to be taken under this Section 7.02(a)(2). If Authority elects to proceed under this Section 7.02(a)(2), it may at any time thereafter, upon written notice to Lessee, terminate this Lease and, in such event, neither Authority nor Lessee shall have any further rights, obligations or liabilities hereunder after the date of termination, except to the extent that any covenants of this Lease are expressly said to survive termination of this Lease.

(b) Notwithstanding anything to the contrary contained in this Section 7.02, Lessee shall not be deemed to have waived any requirements of Authority to mitigate damages upon an Event of Default as required by law.

7.03 Payments of Authority's Costs on Default

Upon the occurrence of any Event of Default, Lessee shall pay to Authority all costs incurred by Authority (including court costs and reasonable attorneys' fees and expenses) in (i) obtaining possession of the Leased Premises, (ii) removing and storing Lessee's property, (iii) reasonably repairing, restoring, altering, remodeling, or otherwise putting the Leased Premises into a reasonably marketable condition, (iv) if Lessee is dispossessed of the Leased Premises and this Lease is not terminated, reletting all or any part of the Leased Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), (v) performing Lessee's obligations which Lessee failed to perform, and (vi) enforcing, or advising the Authority of, its rights, remedies, and recourses arising out of the Event of Default.

ARTICLE 8
GENERAL PROVISIONS

8.01 No Waiver

The waiver of any breach of any term or condition of this Lease does not waive any other breach of that term or condition or of any other term or condition.

8.02 Notices

All notices, demands, or requests from Lessee to Authority shall be given to Authority, Attention: 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 Lessee shall be given to Lessee, Attention: Coastal Bend Bays and Estuaries Program 1305 Shoreline Blvd., Suite 210, Corpus Christi, Texas 78401, or at such other address as Lessee shall request in writing.

8.03 Binding Agreement

This Lease binds and inures to the benefit of the parties and their respective successors and assigns where assignment is permitted by this Lease.

8.04 Applicable Law

This Lease must be construed and its performance enforced under Texas law. Venue of any action arising out of this Lease will be in Nueces County, Texas.

8.05 Construction

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

8.06 Amendment

This Lease, including any exhibits, constitutes the parties' final and mutual agreement. There are no written or oral representations or understandings that are not fully expressed in this Lease. No change, waiver or discharge is valid unless in writing that is signed by the party against whom it is sought to be enforced.

8.07 Attorneys' Fees

In the event Authority or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and substantially prevails, then the defaulting party agrees to pay the other party's reasonable attorneys' fees so incurred by such other party.

8.08 Public Disclosure

Authority is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, chapters 551 and

552), and as such Authority may be required to disclose to the public (upon request) this Lease and certain other information and documents relating to the consummation of the transactions contemplated hereby.

8.09 *Force Majeure*

In the event either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of *force majeure*, which includes strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "***force majeure***"), such party shall be excused for the period of time equivalent to the delay caused by such *force majeure*. Notwithstanding the foregoing, any extension of time for *force majeure* shall be conditioned upon the party seeking an extension of time delivering written notice of such *force majeure* to the other party within 10 days of the event causing the *force majeure*, and the maximum period of time which a party may delay any act or performance of work due to *force majeure* shall be 60 days.

8.10 Contractual Relationship

Nothing contained in this Lease shall create a contractual relationship with or a cause of action in favor of a third party against Authority.

8.11. Mediation

Authority and Lessee 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 Lease before a mediator to be agreed upon by Authority and Lessee. Authority and Lessee 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. Authority and Lessee will each pay one-half of the costs of mediation to the mediator.

8.12 Assignment

Lessee may not assign this Lease in whole or in part or any interest therein nor sublet the Leased Premises or any part thereof nor grant any license, concession or other right of occupancy of any portion of the Leased Premises without the prior written consent of Authority.

Signature Page Immediately Follows

IN TESTIMONY WHEREOF, this Lease is executed in duplicate originals, either of which shall be deemed to be an original, at Corpus Christi, Texas, on the date first above-mentioned.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Kent A. Britton
Chief Executive Officer

"Authority"

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of August, 2026, by Kent A. Britton, Chief Executive Officer of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Authority.

_____
NOTARY PUBLIC, State of Texas

COASTAL BEND BAYS AND ESTUARIES PROGRAM

By: Kiersten Stanzel

Name: Kiersten Stanzel

Title: Executive Director

"Lessee"

MICHELLE CORTINAS
Notary ID #130480638
My Commission Expires
December 29, 2027

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the 10th day of August, 2026, by Kiersten Stanzel, Executive Director of the Coastal Bend Bays and Estuaries Program, Inc., on behalf of said corporation.

NOTARY PUBLIC, State of Texas

EXHIBIT A

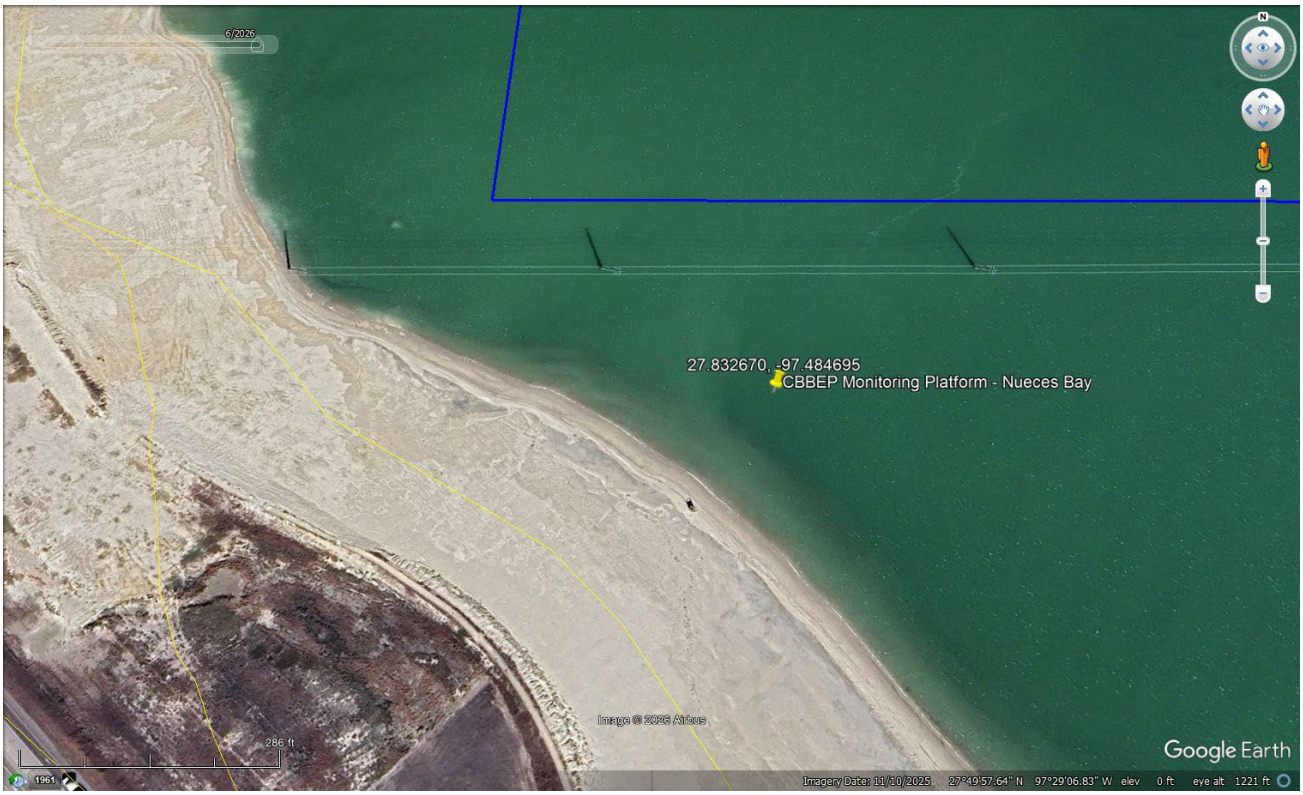

6/2026
27.832670, -97.484695
CBBEP Monitoring Platform - Nueces Bay
Image © 2025 Airbus
286 ft
Google Earth
Imagery Date: 11/10/2025 27°49'57.64" N 97°29'06.83" W elev 0 ft eye alt 1221 ft

EXHIBIT B
INSURANCE

Without limiting the indemnity obligations or liabilities of Lessee, or its insurers, provided herein, Lessee agrees to procure and maintain at its sole expense during the Term of the Lease the following policies of insurance (sometimes collectively referred to in this Exhibit as the "***Policies***") and in at least the minimum amounts specified below:

	TYPE OF INSURANCE	LIMITS OF LIABILITY
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$500,000 per Occurrence $500,000 Aggregate
C.	Commercial General Liability	$1,000,000 per Occurrence $2,000,000 Aggregate

The CGL Policy will provide contractual liability coverage at the aforementioned limits.

D.	Business Automobile Liability	$1,000,000 per Occurrence

Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

E.	Pollution Liability Insurance	$1,000,000 per Occurrence $2,000,000 Aggregate
F.	Umbrella Liability	$5,000,000 per Occurrence

Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.

G.	Protection & Indemnity (P&I)	$3,000,000 per Occurrence

Should any of the work require marine operations, the Grantee shall provide Protection & Indemnity insurance with respect to bodily injury and/or property damage arising from marine operations.

Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("***Authority Parties***"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Commercial Property Insurance. In the event that the work of Lessee's employees fall within the purview of the United States

Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, Lessee shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

Each policy, except Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds with respect to claims arising under this Lease.

The insurance required as listed above shall apply to any contractor or subcontractor performing work on the Leased Premises for or on behalf of Lessee, and Lessee shall ensure that any such contractor or subcontractor is aware of and is in compliance with the insurance requirements during any period such contractor or subcontractor is on the Leased Premises at Lessee's request. Lessee's insurance provider shall give the Lessee at least thirty (30) day's prior written notice of any cancellation, nonrenewal, or material modification of each of the policies and Lessee shall then notify the Authority of same, Attention: Risk Manager.

The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII". Lessee's liability shall not be limited to the specified amounts of insurance required herein.

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Brooks Lobingier II
Director of Information Technology
blogingier@pocca.com

ANTICIPATED STAFF PRESENTER: Darrell Keach

Approve Service Order No. 3 with The Acceleration Agency in the amount of $133,000 for services to develop an AI based object detection and alerting system for OPTICS, the Port's 3D Active Digital Twin.

SUMMARY:

Staff is seeking Port Commission approval of Service Order No. 3 with The Acceleration Agency, under Master Service Agreement No. 25-01-C, in the fixed fee amount of $133,000. This will utilize the remaining grant funds from the Port Security Grant Program (PSGP). This item is included in PCCA's approved 2026 Annual Budget. The Acceleration Agency was selected (2023) by way of competitive selection to develop the first phase of the Port's digital twin; as the incumbent service provider, they are uniquely qualified to continue this work and thus offer a singular value in doing so. As such, they were selected for the proposed scope by way of a sole source procurement.

BACKGROUND:

In August of 2023, the Port Commission approved a contract for the development of a digital twin, which was funded in part through a 2021 PSGP grant. The original contract went through the public solicitation process for vendor selection. Through this solicitation, The Acceleration Agency was selected, and subsequently built OPTICS, the Port's 3D active digital twin. This initial build integrated data from GIS, police dispatch software, and AIS live vessel tracking. In 2024, PCCA was awarded another PSGP grant to expand OPTICS.

With OPTICS operational, PCCA PD can view incidents in and around the Port through this single point of access, eliminating complexity and inefficiency of trying to assimilate independent, single-stream data sources in real time.

This expansion will leverage the fusion of multiple data sources with AI to create an alerting and notification system. Subsequent expansions will integrate additional real estate and asset feature information to leverage OPTICS for asset management, operational, and commercial decisions.

ALTERNATIVES:

Delay expansion of OPTICS, forgoing the myriad safety, security, and operational benefits of such a system, and forfeit $19,083.25 in PSGP grant funds with potential consequences for future funding requests.

CONFORMITY TO PORT PROCUREMENT POLICY:

In 2023, The Acceleration Agency (TAA) was selected in conformance with PCCA's Procurement Policy using the RFP procurement method. A total of seven companies submitted proposals in response to the original RFP. All proposals were evaluated utilizing the criteria defined in the solicitation. In 2025, TAA was selected via sole source to continue development on OPTICS under Master Service agreement 25-01-C.

STRATEGIC ALIGNMENT:

Cultivating the workforce – Tools of the Future

FINANCIAL IMPACT:

This is partially a grant funded project. Delivery of grant funds is on a reimbursement basis, necessitating temporary capital outlay of full project costs by PCCA. The total project cost for Service Order 3 will not exceed $133,000. Part of the cost ($19,083.25) will be reimbursed by FEMA Non-disaster PSGP and ($113,916.75) will be the ultimate responsibility of PCCA for this Service Order. This amount was included in PCCA's approved 2026 Annual Budget and will exhaust the eligible funds awarded through the grant.

STAFF RECOMMENDATION:

Staff recommends Port Commission approval of Service Order No. 3 with The Acceleration Agency, under Master Service Agreement No. 25-01-C, in the fixed fee amount of $133,000.

DEPARTMENTAL CLEARANCES:

Originating Department	Information Technology
Reviewed & Approved	Brooks Lobingier II
	Leslie Ruta
	Darrell Keach
Legal	Dane Bruun
Executive Staff	Cindy Bertolami
	Jeff Pollack

LIST OF SUPPORTING DOCUMENTS:

08.19.25 TAA_MSA_OPTICS_25-01-C
PCCA_TAA-MSA_25-01-C_Service_Order_3
The Acceleration Agency - sole source

SERVICE ORDER NO. 3
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICE AGREEMENT NO. 25-01-C

PROJECT NAME: OPTICS Computer Vision Sentry
PROJECT NO. 25802A
SERVICE ORDER NO. 3
COMMENCEMENT DATE: Sept. 1, 2026

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**Authority**"), and The Acceleration Agency, LLC ("**Consultant**"). Authority and Consultant agree that all services authorized by this Service Order shall be subject to the terms and conditions of Authority's Master Service Agreement No. 25-01-C between Authority and Consultant, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

1) **Description of Project:** Expansion of OPTICS Digital Twin to add object detection and alert notifications via multi-camera, AI detection system. This SOW also accounts for any system upgrades. This will create an "always-on sentry" monitoring specific areas for nefarious activity.

2) **Computer Vision & AI Processing**: Consultant will build or leverage open-source technology, license foundational technology, or leverage existing in-camera or computer vision and AI processing for the "on-premises" camera system, integrated with OPTICS or recommended cameras, to feed the Rules & Alerts Engine. Possible AI vision models may support:
    i) Perimeter intrusion detection, including but not limited to: people, watercraft, or vehicles entering restricted zones.
    ii) Oil spill detection: identify the visual signature of a spill on water or surfaces.
    iii) AIS spoofing verification: compare a vessel on camera against its AIS broadcast and flag any mismatch or missing transponder. This will aid in identifying prohibited watercraft in secure areas that may not have AIS.
    iv) PPE compliance monitoring: confirm hard hats, vests, and other required gear appear in designated zones.
    v) Fire and smoke early warning: catch visual signs of fire or smoke ahead of other sensor types.
    vi) All inference runs on premises, in camera, or in the Authority's private cloud infrastructure. Authority video never leaves an environment under Authority control,

keeping this work aligned with the data sovereignty standards that Consultant already applies to critical infrastructure clients.

3) **Rules & Alerts Engine:** Create a system allowing rules to be processed and notifications to be sent.
    i) **Rules:** Authority and Consultant will work to define two (2) or more "If this happens, then send this alert" rules. The rules will be driven by inputs from a myriad of data streams, such as computer vision & AI processing events, visual cameras, infrared cameras, LiDAR, AIS, and Port Control data.
    ii) **Alerts/Notifications:** Messages can be authored to be triggered when conditions from rules are met. Messages will be displayed in the OPTICS client.
    iii) **Integrations:** The rules engine may be integrated with the following systems:
        (1) **AIS:** Rules can be written that access AIS data, including ship names and types.
        (2) **Samsara:** Rules can be written that access Samsara data, including asset names and types.
        (3) **Weather:** Rules can be written that access weather data, including temperature and wind.
        (4) **Cameras:** Rules can be written to access camera object detection data.
    iv) **Example:**
        (1) **Rule:** If Vessels of AIS type "Pleasure Craft" inside the Inner Harbor (a secure area where non-commercial vessels are prohibited) then trigger the "Restricted Area Access" notification.
        (2) **Notification:** "Unauthorized AIS transponder on vessel detected in restricted area"

4) **Camera Detection System Integration / Setup:** Research and development of systems including camera types and technologies that are best suited for vessel and small watercraft detection to support processing rules. The goal is to either use existing systems or, if those are not ideal, recommend cameras and/or hardware for purchase that will satisfy the requirements.

5) **Total cost and basis:**
    a) Total Cost: $133,000
    b) Fixed fee basis.

6) Payment schedule and Monthly Deliverables:

a)	Contract Start Sept 1:	Startup Payment	$26.6K
b)	Milestone 1 Sept 30 2026:	Requirements Gathering & Prototyping	$26.6K
c)	Milestone 2 Oct 28 2026:	Computer Vision & AI Processing	$26.6K
d)	Milestone 3 Nov 25 2026:	Rules & Alerts Engine	$26.6K
e)	Milestone 4 Dec 17 2026:	Final Deliverable + Camera Integration & Setup	$26.6K

7) **Designated Project Managers**

Consultant's Project Manager**:**

Starr Long
Executive Producer
Email: starr.long@taa.io
Phone: (512) 917-1221

Authority's Project Manager:

Darrell Keach
Business Systems Manager
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
Phone: (361) 885-6212
Email: dkeach@pocca.com

8) **Subcontractors retained or that will be retained as of the Commencement Date of the Service Order:** None

9) **Other Modifications to the Agreement or the Exhibits to the Agreement:** None

10) **Exhibits or Attachments to this Service Order:** None

11) **Documents (other than the Agreement) Incorporated by Reference:** None

12) **Terms and Conditions**

a) Execution of this Service Order by Authority and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon the Commencement Date.

b) Consultant Technology License. Subject to full payment, Consultant grants Authority a perpetual, non-exclusive, non-transferable license to use prior Consultant technology incorporated into the deliverables for Authority's internal operations. Authority may not resell, sublicense, distribute, or commercialize the technology without Consultant's written consent. Third-party and open-source components remain subject to their applicable license terms.

IN WITNESS WHEREOF, the parties have caused this Service Order No. 3 to be executed by their authorized representative effective as of the Commencement Date.

THE ACCELERATION AGENCY, LLC	PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS
By:_____	By:_____
Name: Rodney White	Name: Kent A. Britton
Title: President	Title: Chief Executive Officer
Date: _____	Date: _____

SERVICE ORDER NO. 2
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICE AGREEMENT NO. 25-01-C

PROJECT NAME: OPTICS FIPS 140-3 Compliance
PROJECT NO. 25802A
SERVICE ORDER NO. 2
COMMENCEMENT DATE: July 1, 2026

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**Authority**"), and The Acceleration Agency, LLC ("**Consultant**"). Authority and Consultant agree that all services authorized by this Service Order shall be subject to the terms and conditions of Authority's Master Service Agreement No. 25-01-C between Authority and Consultant, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

1. **Description of Project:**

   A. The U.S. Department of Justice, Federal Bureau of Investigation, issued a policy (CJIS Security Policy v6-0 2024-12-27 — LE) with a deadline of September 21, 2026, related to cybersecurity standards for criminal data systems (CJIS). The basis of this policy is a change in standards from FIPS 140-2 to 140-3. OPTICS contains CJIS data and requires evaluation for compliance with this new standard as OPTICS is currently based on FIPS 140-2.

   B. The following is a direct excerpt from the policy document:

      I. Determine the use of encryption for Criminal Justice Information (CJI) in-transit when outside a physically secure location; and

      II. Implement the following types of cryptography required for each specified cryptographic use: cryptographic modules which are Federal Information Processing Standard (FIPS) 140-3 certified, or FIPS validated algorithm for symmetric key encryption and decryption (FIPS 197 [AES]), with a symmetric cipher key of at least 128-bit strength for CJI in-transit.

      III. NOTE: Subsequent versions of approved cryptographic modules that are under current review for FIPS 140-3 compliancy can be used in the interim until certification is complete. FIPS 140-2 certificates will not be acceptable after September 21, 2026.

   C. This Service Order focuses on assessment of the current state and developing recommendations to upgrade OPTICS, the 3D digital twin product suite, to meet the latest CJIS encryption requirements, specifically the transition from FIPS 140-

2 to FIPS 140-3. Issues uncovered as a result of this Service Order will be mitigated in a separate Service Order.

2. Services of Consultant (Scope of Work)

A. Assess Current State:

I. Enumerate all technologies requiring review, including any application-level encryption that is not relying on OS libraries (encryption algorithms used directly in OPTICS code or node dependencies), encryption of data at rest within Azure event hubs and service bus, and Azure storage.

II. Inventory all cryptographic modules in scope for CJI handling (OS-level crypto libraries, VPN appliances, database encryption, application-layer TLS, mobile device encryption).

III. Verify each module against the NIST CMVP database — confirm active FIPS 140-3 certificate and exact version match.

IV. Identify any modules that currently rely on FIPS 140-2 certificates and establish replacement timelines before September 21, 2026.

V. Confirm vendor roadmaps for any platforms not yet 140-3 certified.

VI. Document the evidence chain (module, version, certificate number) for audit readiness.

B. Create a Set of Recommendations:

I. Determine which modules require encryption/upgrade/modification.

II. Determine if the encryption upgrade will be done as development or subscribed as a Docker Container service, or some combination

III. Summary Report.

3. Out of Scope

I. Implementation and mitigation based on the results of this Service Order.

4. Deliverables

A. Cryptographic Module Inventory Register

I. Module name, version, and deployment location

II. FIPS certificate number and validation status

III. Compliance classification (140-2 vs 140-3)

B. CJIS Encryption Compliance Matrix

I. Mapping of CJIS requirements to implemented controls

II. Identification of compliance gaps and required actions

C. Data Flow & Encryption Architecture Diagrams

I. Visual representation of CJI data flows, CMVP certificates, and interface to agency network (i.e. Port PD)

II. Identification of encryption enforcement points and firewalls

D. Risk & Gap Assessment Report

I. Detailed findings and risk ratings for any non-compliances (i.e. non-supporting cryptographic algorithms, MFA, etc.)

II. Compensating controls and remediation priorities

E. Final Recommendations Report

I. Executive summary

II. Technical remediation roadmap

III. Implementation strategy (including Docker/container considerations)

F. CJIS-Ready Audit Evidence Package

I. NIST CMVP validation references

II. Configuration validation artifacts

III. Documentation supporting CJIS audit readiness including mapping to respective FBI CJIS controls

5. Schedule:

a) Total Cost: $57,000

b) Fixed fee basis.

6. Payment schedule:

a) Within 30 days of Commencement Date: $28,500

b) Project completion: $28,500

7. **Breakdown (for informational purposes only – Service Order is fixed fee):**

a) $200 per hour blended rate.
b) 285 hours total.
c) Staff: 2 Engineers, 1 CTO and 1 Executive Producer

8. **Monthly Deliverables**

a) M1 Aug 2026: Assessment
b) M2 Sept 2026: Assessment
c) M3 Oct 2026: Recommendations

9. **Designated Project Managers**

Consultant's Project Manager**:**

Starr Long
Executive Producer
Email: starr.long@taa.io
Phone: (512) 917-1221

Authority's Project Manager:

Darrell Keach
Business Systems Manager
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
Phone: (361) 885-6212
Email: dkeach@pocca.com

10. **Subcontractors retained or that will be retained as of the Commencement Date of the Service Order:** None

11. **Other Modifications to the Agreement or the Exhibits to the Agreement:** None

12. **Exhibits or Attachments to this Service Order:** None

13. **Documents (other than the Agreement) Incorporated by Reference:**

a) CJIS Security Policy v6-0 2024-12-27 — LE

14. **Terms and Conditions**

Execution of this Service Order by Authority and Consultant shall make it subject to the

terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon its receipt of a copy of this Service Order signed by Authority.

IN WITNESS WHEREOF, the parties have caused this Service Order No. 2 to be executed by their authorized representative.

THE ACCELERATION AGENCY, LLC	PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS
By: _____	By: _____
Name: Rodney White	Name: Kent A. Britton
Title: President	Title: Chief Executive Officer
Date: 06/17/2026	Date: 6/17/2026

PCCA_TAA_MSA_25-01-C_Service_Order_2_FINAL

Final Audit Report 2026-06-17

Created:	2026-06-17
By:	Darrell Keach (dkeach@pocca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAubISW3yiYxqAGHp3iSTduvEFs-lrE-mV

"PCCA_TAA_MSA_25-01-C_Service_Order_2_FINAL" History

Document created by Darrell Keach (dkeach@pocca.com)
2026-06-17 - 1:48:21 PM GMT- IP address: 64.183.208.115

Document emailed to rodney white (rodney@theaccelerationagency.com) for signature
2026-06-17 - 1:49:09 PM GMT

Email viewed by rodney white (rodney@theaccelerationagency.com)
2026-06-17 - 2:05:53 PM GMT- IP address: 66.249.80.99

Document e-signed by rodney white (rodney@theaccelerationagency.com)
Signature Date: 2026-06-17 - 2:06:10 PM GMT - Time Source: server- IP address: 136.62.167.228 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-06-17 - 2:06:10 PM GMT

PORT CORPUS CHRISTI

Sole Source Justification Form

This Sole Source Justification Form shall contain written sufficient facts and rationale to justify the need for some feature or characteristic (specification) that is unique to the requested product or service that cannot be provided by any other vendor's product or service. (Refer to Article 10 of the Procurement Manual.)

Requisition No.:_____ Requesting Department: IT

Explain the need for the unique requirements of the requested product(s) or service(s):

PCCA is enhancing a software product, OPTICS, built by The Acceleration Agency (TAA). The project requires a vendor with the proper skill set, and knowledge to execute the software enhancement.

Explain what makes the requested product(s) or service(s) unique:

TAA has unique and proprietary knowledge of this software product that no other vendor possesses as the software is built on technology built by TAA.

Explain why a competitor's product(s) or service(s) are not satisfactory:

No other vendor has the knowledge of the software as it is based on TAA's propriety technology.

If the sole source is approved, will it obligate the Port of Corpus Christi Authority to purchase similar goods or services from a particular vendor/manufacturer in the future?
Yes ■ No ☐

Attach additional information/justification if needed.

Name of Requestor: Darrell Keach Title: Business Systems Manager

Signature: _____

Date: Darrell Keach Digitally signed by Darrell Keach
Date: 2025.08.01 09:38:40 -05'00'

Sole Source Affidavit

A sole source purchase can be made by the Port of Corpus Christi Authority without going through the competitive procurement process when there are no other goods or services available in the marketplace that will have the same fit, form, and/or function of the items being purchased.

To comply with the statutory (Texas Water Code Section 60.412) sole source exemption, the procured good(s) or service(s) must be items that can be obtained only from one source. Examples of sole source purchases include:

(a) Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or natural monopolies;

(b) Films, manuscripts, or books;

(c) Public utility services; and

(d) Captive replacement parts or components for equipment.

I have carefully reviewed the provisions of Texas Water Code Section 60.412 (7) and hereby certify that we comply with the aforementioned Code for the procurement of:

- Having carefully reviewed the provisions of Texas Water Code Section 60.412. I hereby certify that the procurement of the OPTICS (Overall Port Tactical Information Computer System) from The Acceleration Agency, LLC, complies with the sole source exemption.
- Pursuant to Texas Water Code Section 60.412, a sole source purchase is permissible for items where competition is precluded due to the existence of patents, copyrights, secret processes, or natural monopolies.
- The OPTICS system is a unique digital twin software developed for the Port by The Acceleration Agency, LLC. Its core design, algorithms, and real-time capabilities are based on the company's proprietary and secret processes.
- This specialized software is critical to the Port's operational effectiveness. Because OPTICS is built upon these exclusive and secret processes, The Acceleration Agency, LLC is the only vendor that can provide, develop, and maintain this system.
- No other product or service from another vendor has the same fit, form, or function. Competition is therefore precluded because the system is proprietary and involves protected trade secrets.
- For the reasons stated, the OPTICS system is obtainable only from this single source, The Acceleration Agency, LLC, and this procurement qualifies for the sole source exemption under Texas Water Code Section 60.412.

Business Name: The Acceleration Agency, LLC

Address: 2005 E Cesar Chavez Street

City: Austin State: TX Zip Code: 78702

Telephone No.: 512.785.4146 Fax No.:

Website: https://taa.io/ E-Mail Address: rodney@taa.io

Printed Name: Rodney White Title: President

Authorized Signature:

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Tony MacDonald
Director of Operations
tmacdonald@pocca.com
361-885-6156

ANTICIPATED STAFF PRESENTER: Kaden Bailey
Operations Project Manager

Award a construction contract to JE Construction Services, LLC, in the amount of $561,476 for the Laydown Yard Surface Treatment Project to be paid on a lump sum basis.

SUMMARY:

Staff requests the Port Commission award a construction contract to JE Construction Services, LLC, in the amount of $561,475.50 for the Laydown Yard Surface Treatment Project to be paid on a lump sum basis. This project consists of various laydown yard surface treatments at Al Speight, Rincon, Cargo Dock 9, and Northside laydown yards. The various surface treatments are needed to maintain the surfaces of the yards to continue effective performance and to minimize dust.

BACKGROUND:

Storage yards, Port-wide, need regular surface maintenance to prolong the working life of the surface and prevent extensive water damage below the pavement surface.

The scope of work included surface improvements to several storage yards in order of priority. The contract documents were structured to include the following bid items:

- Base Bid – Al Speight Storage Yard and Rincon Storage Yard: The scope of work for the Al Speight Storage Yard generally consists of preparing the surface and applying a prime coat. The scope of work at the Rincon Storage Yard generally consists of pulverizing the existing surface, applying two-course surface treatment, and rut repairs as needed.

- Additive Bid Item 1 – Cargo Dock 9 Laydown Yard: The scope of work generally consists of removing and disposing of existing grass and soil, mill and overlay in specified areas, pulverizing existing yard surface, and applying two (2) coats of prime coat to the yard.

- Additive Bid Item 2 – North Side Storage Area: The scope of work generally consists of pulverizing existing surface east of the railroad track before applying two (2) coats of prime coat, and regrading specified areas for drainage.

On July 30, 2026, we received 5 responses to our solicitation for bids. JE Construction Services, LLC, submitted the lowest bid in the amount of $561,475.50 for the Base Bid plus Additive Bid Item 1 and Additive Bid Item 2. JE Construction Services, LLC, has successfully completed several projects for PCCA, including the BMT East Access Control Point Project, the Rincon West Storage Yard Project, surface treatments of storage yards and has extensive paving experience in the area.

ALTERNATIVES:

1. Award the Base Bid plus Additive Bid Item 1 in the amount of $453,488.
2. Award the Base Bid only in the amount of $291,744.
3. Reject all bids and postpone maintenance activities.

CONFORMITY TO PORT PROCUREMENT POLICY:

JE Construction Services, LLC, was selected in conformance with PCCA's Procurement Policy using the competitive sealed bid procurement method. A total of 49 companies downloaded the solicitation, and five (5) companies submitted a bid. JE Construction Services, LLC, submitted the lowest bid in the amount of $561,475.50 for the Base Bid plus Additive Bid Item 1 and Additive Bid Item 2.

STRATEGIC ALIGNMENT:

This project conforms to the PCCA's Strategic Plan 2029 Strategic Goal #3 – Provide Facilities + Services to Meet Customer Needs.

FINANCIAL IMPACT:

This project is included in the 2026 budget.

STAFF RECOMMENDATION:

Staff recommends the Port Commission award a construction contract to JE Construction Services, LLC, in the amount of $561,475.50 (including $291,744 for the Base Bid, $161,744 for additive bid item 1 and $107,988 additive bid item 2) for the Laydown Yard Surface Treatment Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Operations
Reviewed & Approved	Tony MacDondald
	Melinda Licon
Legal	Standard Construction Contract
Executive Staff	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:

Solicitation results

BID TABULATION FOR
LAYDOWN YARD SURFACE TREATMENT
PROJECT NO. 26-301A
Bid Opening: Thursday, July 30, 2026 @ 3:00 PM

Company Name	Bid Bond or Check	Base Bid[A]	Additive Bid Item 1[B]	Additive Bid Item 2[C]	Evaulated Bid [D]			Addendum
					1	2	3	No. 1
JE Construction Services LLC	5% Bid Bond	$291,744.00	$161,744.00	$107,987.50	$561,475.50	$453,488.00	$291,744.00	X
TexMix Paving LLC	5% Bid Bond	$333,170.40	$179,750.00	$153,055.25	$665,975.65	$512,920.40	$333,170.40	X
J & P Paving	5% Bid Bond	$584,358.77	$300,935.99	$381,195.80	$1,266,490.56	$885,294.76	$584,358.77	X
Choctaw Construction Services LLC	5% Bid Bond	$693,698.00	$264,600.00	$490,345.00	$1,448,643.00	$958,298.00	$693,698.00	X
Southern Gulf Solutions LLC	5% Bid Bond	$968,890.69	$715,335.22	$477,089.45	$2,161,315.36	$1,684,225.91	$968,890.69	X

*Al Speight Storage Yard fourteen (14) calendar days; Rincon Storage Yard twenty-one (21) calendar days; Cargo Dock 9 Laydown thirty (30) calendar days; North Side Storage Area twenty-one (21) calendar days from Notice to Proceed date

BASE BID[A] : The work generally consists of surface maintenance at the Al Speight Storage Yard and Rincon Storage Yard. This is a lump sum bid item. The scope of work at the Al Speight Storage Yard generally consists of preparing the surface and applying a prime coat.
The scope of work at the Rincon Storage Yard generally consists of pulverizing existing surface, applying two-course surface treatment, and rut repairs as needed. An allowance for unanticipated pavement repairs is included on the bid breakdown sheet and should be included in the base bid amount. Allowances are not guaranteed and can only be used with written approval from the PCCA.

Additive Bid Item 1[B]– Cargo Dock 9 Laydown: The scope of work generally consists of removing and disposing of existing grass and soil, mill and overlay, pulverizing existing surface, and applying two (2) coats of prime coat to specified areas. This is a lump sum bid. An allowance for unanticipated pavement repairs is included on the bid breakdown sheet and should be included in the additive bid item 1 amount. Allowances are not guaranteed and can only be used with written approval from the PCCA.

Additive Bid Item 2[C]– North Side Storage Area: The scope of work generally consists of pulverizing existing surface, applying two (2) coats of prime coat to specified areas, and regrading specified areas for drainage. This is a lump sum bid.

Evaluated Bid[D]: 1. Base Bid + Additive Bid Item 1 + Additive Bid Item 2 =_ 2. Base Bid + Additive Bid Item 1 =_ 3. Base Bid =_

Read By: Melinda Licon

Tabulated By: Claudia Gonzales

Checked & Prepared By: Claudia Gonzales

Date: 7/31/2026

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Tony MacDonald
Director of Operations
tmacdonald@pocca.com
361-885-6156

ANTICIPATED STAFF PRESENTER: Kaden Bailey
Operations Project Manager

Award a construction contract to Ready Power, LLC, in the amount of $206,700 for the Generator Installation at Various Locations Project to be paid on a lump sum basis.

SUMMARY:

Staff requests the award of a construction contract to Ready Power, LLC, in the amount of $206,699.75 for the Generator Installation at Various Locations Project to be paid on a lump sum basis. The generators are to be installed at the following security station locations to provide emergency power in the event of an outage: Avery, BMT East, Viola and Avenue F.

BACKGROUND:

The security stations at Avery, Viola, BMT East, and Avenue F currently do not have backup power. In the event of a power outage, these stations would be unable to conduct personnel screening or operate access control gates, resulting in potential disruptions to facility operations and security. Currently, maintenance personnel must transport and deploy portable generators each time an outage occurs or in preparation for a tropical storm.

In Q4 of 2025, Port Commission awarded a contract to Energy Systems Texas in the amount of $133,100 for the purchase and delivery of (2) Generac 35KW natural gas generators, and (2) Generac 25KW diesel generators. This purchase also included 3 automatic transfer switches to go at Avery, Avenue F, and Viola.

The scope of work, under this contract, generally consists of preparing four (4) sites for generator installation, including the construction of concrete foundations, installation of conduit and associated electrical infrastructure, and the installation and commissioning of four (4) generators and three (3) automatic transfer switches at the Avery, Viola, BMT East, and Avenue F security stations.

Bids were opened on August 6, 2026. Ready Power, LLC, submitted the lowest bid in the amount of $206,699.75.

ALTERNATIVES:

Reject bids and continue deploying portable generators as needed.

CONFORMITY TO PORT PROCUREMENT POLICY:

Ready Power, LLC was selected in conformance with PCCA's Procurement Policy using the Request for Competitive Sealed Bids procurement method. A total of (40) companies downloaded the solicitation, and (4) companies submitted a bid. Ready Power, LLC, submitted the lowest bid in the amount of $206,699.75.

STRATEGIC ALIGNMENT:

The project conforms to the PCCA's Strategic Plan 2029: Strategic Goal #3 – Provide Facilities + Services to Meet Customer Needs.

FINANCIAL IMPACT:

This project was approved in the 2026 budget.

STAFF RECOMMENDATION:

Staff recommends the Port Commission award a construction contract to Ready Power, LLC, in the amount of $206,699.75 for the Generator Installation at Various Locations Project to be paid on a lump sum basis.

DEPARTMENTAL CLEARANCES:

Originating Department	Operations
Reviewed & Approved	Tony MacDonald
Legal	Standard Construction Contract
Executive Staff	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:

Solicitation results

BID TABULATION FOR
GENERATOR INSTALLATION AT VARIOUS LOCATIONS
PROJECT NO. 25-310A
Bid Opening: Thursday, August 6, 2026, at 3:00 PM

Company Name	Bid Bond or Check	Base Bid[A]	Addendum No. 1
Ready Power LLC	5% Bid Bond	$206,699.75	X
Bonco, LLC	5% Bid Bond	$296,155.00	X
JE Construction Services, LLC	5% Bid Bond	$334,245.00	X
SpawGlass Contractors Inc	5% Bid Bond	$392,305.78	X

*Project to be complete within forty-five (45) calendar days of Notice to Proceed date.

BASE BID[A]: Avenue F, Avery, BMT East, and Viola: The work generally consists of preparing four (4) sites for generator installation which includes foundations, conduit, etc., and installing four (4) generators (Supplied by PCCA) and three (3) automatic transfer switches (Supplied by PCCA) at various PCCA locations. This is a lump sum bid item.
Avenue F: The scope of work generally consists of trench excavation and backfill for gas line to the generator location, installing conduit, replacing the existing MTS with ATS, and installing the generator.

Avery: The scope of work generally consists of constructing a generator foundation pad, installing conduit, and installing the generator and ATS.

BMT East: The scope of work generally consists of installing the generator.

Viola: The scope of work generally consists of installing conduit, replacing the existing MTS with ATS, and installing the generator.

Read By: Melinda Licon

Tabulated By: Marissa Gonzalez

Checked & Prepared By: Claudia Gonzales

Date: 08/07/2026

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of August 18, 2026

DATE: August 18, 2026

TO: Port Commission

FROM: Marie-Eve Reyes
Director of Finance
mreyes@pocca.com
361-885-6691

STAFF REPRESENTATIVE: John Starns
Manager of Financial Planning & Analysis
jstarns@pocca.com
361-885-6128

Approve Amendments to Travel & Entertainment Policy.

SUMMARY:

Staff is seeking Port Commission approval of an amendment to the PCCA Travel and Business Entertainment Policy (Original Policy Date: August 11, 2009; most recently revised December 9, 2025, effective January 1, 2026) to eliminate the requirement that Port Commissioners submit a Pre-Travel Request through SAP Concur prior to PCCA-related travel. The amendment preserves all existing financial controls applicable to Commissioner travel — including the Audit Committee's dollar-threshold prior-approval requirements and related advance-notice provisions — which Commissioners will instead satisfy through written notice to the Audit Committee Chair in lieu of the Concur Pre-Travel Request.

BACKGROUND:

The Travel and Business Entertainment Policy defines "employees" to include appointed Port Commissioners for purposes of the Policy and currently requires all employees — including Commissioners — to submit a Pre-Travel Request through SAP Concur before any trip that will place the traveler in Overnight Travel Status, or any trip on Non-Overnight

Travel Status that will require air travel. Commissioner travel is approved via designation and assignment by the Chairman of the Port Commission, therefore making submission of Pre-Travel Requests redundant and a strain on administrative resources.

Staff reviewed the Policy in detail to confirm that removing the Concur Pre-Travel Request requirement for Commissioners would not weaken any of the Policy's substantive financial controls. The proposed amendment removes the Pre-Travel Request requirement for Port Commissioners while retaining, unchanged, the Audit Committee's existing dollar-threshold prior-approval requirements (individual domestic travel over $10,000; individual international travel over $5,000; aggregate domestic trips over $25,000; aggregate international trips over $10,000) and the existing advance-notice requirements for extended travel time, accompanying guests/spouses, specialty vehicle rentals, and additional checked baggage.

Under the amendment, Commissioners will satisfy these dollar-threshold and advance-notice requirements through written notice (including e-mail) to the Audit Committee Chair prior to incurring the related expense, in lieu of a Concur submission. A red-lined copy of the Policy showing all proposed changes is attached as a supporting document.

ALTERNATIVES:

The Port Commission has the following alternatives to the staff recommendation:

- Take no action, leaving Port Commissioners subject to the existing requirement to submit a Pre-Travel Request through SAP Concur for all Overnight Travel Status trips and for air travel under Non-Overnight Travel Status. This preserves the status quo but continues redundancy in oversight and approval of commissioner travel, in addition to straining administrative resources.

- Adopt a modified version of the proposed amendment, such as exempting Commissioners from the Concur Pre-Travel Request only below a specified dollar threshold, while continuing to require a Concur submission for higher-cost trips.

Staff recommends the proposed amendment because it preserves, unchanged, every dollar-threshold and advance notice control that currently governs Commissioner travel.

CONFORMITY TO PORT PROCUREMENT POLICY:

The Procurement Policy does not apply to this agenda item.

STRATEGIC ALIGNMENT:

This item supports the Port's commitment to sound governance and fiscal stewardship by ensuring PCCA's travel policies are efficient, clearly tailored to each category of traveler, and fully consistent with the Port's internal financial controls.

FINANCIAL IMPACT:

This item has no direct financial impact. It is a policy amendment only and does not require a budget action, appropriation, or expenditure of PCCA funds. All existing dollar-threshold approval controls governing high-cost Commissioner travel remain unchanged under the amendment.

STAFF RECOMMENDATION:

Staff recommends the Port Commission approve the proposed amendment to the PCCA Travel and Business Entertainment Policy, eliminating the requirement for Port Commissioners to submit a Pre-Travel Request through SAP Concur, as reflected in the attached redlined Policy.

DEPARTMENTAL CLEARANCES:

Originating Department	Finance
Reviewed & Approved	Cindy Bertolami
Legal	Dane Bruun
Executive Staff	Cindy Bertolami

LIST OF SUPPORTING DOCUMENTS:

- Redlined PCCA Travel and Business Entertainment Policy, marked to show the proposed amendment (tracked changes)
- Proposed final PCCA Travel and Business Entertainment Policy with accepted changes, to be effective 8/18/2026 following Commission approval

PORT OF CORPUS CHRISTI AUTHORITY
POLICY AND PROCEDURE

Subject:	**Travel and Business Entertainment**
Original Policy Date:	**August 11, 2009**
Effective Date of New/Revised Policy:	**August 18, 2026**
Revised Dates:	**June 21, 2019, June 12, 2020, September 20, 2023, December 12, 2023, December 10, 2024, December 9, 2025, August 18, 2026**
Custodian:	**Chief Financial Officer**
CEO Approval:	
Port Commission Approval:	

PURPOSE:

The purpose of this policy is to provide guidance on acceptable expenses incurred during both travel and business entertainment on behalf of the Port of Corpus Christi (PCCA) and provide instruction on how to account for those expenses.

POLICY:

The PCCA recognizes that employees who travel to represent PCCA business interests disrupt their daily lives and often forfeit personal time. Accordingly, the PCCA makes every effort to provide comfortable and secure travel accommodations for those employees. The PCCA has adopted a policy relative to PCCA travel and business entertainment that it considers to be efficient, fair, flexible, and consistent with the mission of the PCCA, while being fully accountable to the public. This document consists of the policies relative to travel and business entertainment expenses and the procedures for the accounting of those expenses. Port Commissioners, PCCA employees, and Prospective Employees who incur out of pocket expenses while traveling on PCCA business will be reimbursed in accordance with this policy.

The policy is not intended to benefit the employee financially. The PCCA reserves the right to deny payment of expenses that are considered unreasonable.

RESPONSIBILITY:

The Chief Executive Officer ("CEO") of PCCA, with approval by the Port Commission, hereby implements the following travel and business entertainment policy. Exceptions to the Policy may from time to time be permitted at the Audit Committee's judgement on a case-by-case basis. Exceptions may be made by the CEO if the Audit Committee is unable to meet, however, the exception should be immediately reported to the Audit Committee Chairman and ratification or disapproval discussed at the next scheduled Audit Committee meeting.

The Audit Committee shall evaluate this Policy's effectiveness at least annually and recommend updates as needed to the Port Commission prior to the beginning of each fiscal year.

Port Commissioners, employees, and non-employees who travel, purchase meals, and/or entertain on PCCA's behalf, persons authorized to approve business activities and related requests for direct payment or expense reimbursement, and persons processing Requests for Reimbursement shall review this Policy annually and provide electronic acknowledgement through the policy platform that they have read the Policy and understand their obligations under it.

PROCEDURES:

DEFINITIONS

Overnight Travel Status: Employees are on overnight travel status if they are traveling on approved PCCA business away from both their residence and office and they obtain lodging.

Non-Overnight Travel Status: Employees are on non-overnight travel status if they are traveling on approved PCCA business away from both residence and office but do not obtain lodging prior to their return. With the exception of meals purchased at Corpus Christi International Airport (CCIA), meals are not reimbursable while on non-overnight travel status when the travel is limited to the three-county region of Nueces, San Patricio and Aransas Counties.

Employees: While Port Commissioners are not "employees" of PCCA, for the purposes of this Policy, "employees" refers to all direct employees and Executives of PCCA, including appointed Port Commissioners. Notwithstanding the foregoing, Port Commissioners are not required to submit a Pre-Travel Request; see Pre-Travel Requests, below, for the procedures applicable to Commissioner travel.

Prospective Employees: Individuals who travel to PCCA offices at the request of PCCA's Human Resources Department to conduct interviews for open positions.

Executives: PCCA executive staff with the following job titles: Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief External Affairs Officer, Chief Strategy and Sustainability Officer, and Chief Talent Officer.

Audit Committee: Standing committee of three Port Commissioners appointed by the Port Chairman. The affirmative vote of a majority of the Audit Committee members present and voting at any Audit Committee meeting at which a quorum is present is sufficient for the adoption of any item presented to the Audit Committee for approval. For purposes of this Policy, the Audit Committee may also provide written approval via e-mail communication.

Business Expense: In order to qualify as a business expense, the expense must meet at least one of the following objectives:

- Provides meaningful opportunities to grow, enhance and/or maintain Port business or advances strategic advocacy of communications objectives;
- Provides a training and/or professional development opportunity that will significantly impact and enhance the Traveler's role at the Port; or
- Accomplishes a fact or information gathering assignment that will significantly assist the Port, including but not limited to capitalizing on major economic, operational, technological, marketing, and/or human resource trends.

PRE-TRAVEL REQUESTS

Employees, including Executives, are required to complete a request for approval of travel using Concur Request when they are planning a trip that will place them in Overnight Travel Status or planning a trip to be made on Non-Overnight Travel Status that will require the use of Air Travel. Approval of travel for the aforementioned travel statuses must be obtained prior to incurring any travel expenses on behalf of PCCA. Adequate details, commentary, and/or documentation to support the business reason for the travel should be included in the Concur Request. If travel cannot be planned in advance or approval cannot be obtained prior to the departure (less than one business day notice), a pre-travel request is still required to be submitted at the time of the booking. However, timing of approval should be obtained as soon as possible according to the established thresholds.
Port Commissioners are not required to submit a Pre-Travel Request through Concur. However, Commissioner travel remains subject to: (i) the Audit Committee's prior-approval thresholds for high-cost travel described under General Provisions, below; and (ii) the advance-notice requirements described elsewhere in this Policy for extended travel time, accompanying guests, specialty vehicle rentals, and additional checked baggage. For Commissioners, such approvals and advance notices shall be provided in writing (including e-mail) to the Audit Committee Chair prior to incurring the related expense, in lieu of a Concur Pre-Travel Request.

GENERAL PROVISIONS

SAP Concur has been implemented by PCCA to facilitate efficient travel booking and travel expense reporting, and to help control travel expenses. The Concur solutions must be used for all travel undertaken by PCCA employees once they have received training on use of Concur.

No employees, including the CEO or Port Commissioners, may undertake individual domestic travel over $10,000 or individual international travel exceeding $5,000 on behalf of the Port without prior approval of the Audit Committee.

Domestic trips exceeding $25,000 in aggregate or international trips exceeding $10,000 in aggregate for all PCCA attendees, including executives and Port Commissioners, will not be permitted without the prior approval of the Audit Committee. The CEO should be notified when Commissioner travel is approved under this paragraph. If the actual incurred amount exceeds the pre-approved amount, the overages should be documented within the post-trip expense report and supported by itemized receipts.

Travel expenses submitted by members of the Port Commission and CEO will not be permitted without the final review of the Audit Committee Chair. Travel expenses submitted by the Audit Committee Chair, will not be permitted without the final review of the Port Chairman and expenses submitted by all other employees will not be permitted without the approval of the CEO or his designee. In cases where it is unclear if the expense should be allowable per policy, the expense should be submitted to the Audit Committee for review and approval, with the Audit Committee Chair eventually signifying the committee's approval in Concur based on the recommendation of the Audit Committee.

Employees who travel on PCCA business are expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. Port Authority travelers and Port Authority hosts are public servants and expected to be as fiscally responsible as circumstances permit and exercise care when incurring business-related expenses. Employees are encouraged to avail themselves of all available travel discounts (*i.e.*, retired military, active reservists, government, corporate, *etc*.) when booking business travel.

Employees who travel with or for other parties, such as the federal government or private enterprise, may not benefit financially by retaining any reimbursement from such other parties. Expense reimbursements from other sources must be remitted to the PCCA. If checks are received from these sources, the employee will endorse them payable to the "Port of Corpus Christi Authority."

Employees on overnight travel status need not return immediately (*e.g.*, Friday versus Saturday or Sunday return) to office or residence upon completion of their PCCA business if payment of subsistence, lodging, and wages (for non-exempt personnel only) incurred for the additional travel time can be fully justified as a cost savings compared to the cost of returning immediately to home or office. Requests for extended travel time must be described in the pre-travel Concur Request (or, for Port Commissioners, in written notice to the Audit Committee Chair as described under Pre-Travel Requests, above) with documentation that supports the cost savings of the extended travel time, prior to incurring any travel expense.

Payment for travel costs that are customarily paid in advance (i.e. airfare, conference or seminar registration fees, lodging costs) should be paid by PCCA-issued corporate credit card. If the traveler has not been assigned a PCCA credit card, then these expenses should be paid through their supervisor's assigned credit card. Any out-of-pocket expenses paid with cash, check, or a personal credit card will be reimbursed only after the travel is completed and a Travel Expense Report is processed and approved.

When placing a call to the PCCA's administrative offices from other sources, employees should use the PCCA's 800 number (800-580-7110) within the United States**.** An employee, while out of town on business, may make personal telephone calls home using PCCA-issued mobile phones in accordance with the PCCA's mobile phone use policy**.**

The following items are not reimbursable under any circumstances:

- Parking fines or moving vehicle fines are not reimbursable.

- Alcoholic beverages, unless associated with entertainment of outside parties for valid business purposes, are not reimbursable. See additional Business Entertainment section below.
- Entertainment for self while on free time during a business trip (i.e. movies, theater performances, museums, etc.), personal items (newspapers, magazines, toiletries, cigarettes, *etc*.), or excessive personal phone calls are not reimbursable.
- Charitable donations or sponsorships, unless approved by PCCA's Audit Committee in accordance with the policies that govern PCCA's Promotion and Development Fund.
- Travel expenses for persons not employed by the PCCA but who accompany an employee on business travel for the convenience of the employee are generally not reimbursable. Expenses for persons who accompany PCCA employees to business entertainment events must be disclosed by the employee and will be deducted from any funds due the employee unless a clear business reason for including them is given. If a detailed accounting of the meals is not shown on the receipt, the amount will be determined by an equal division of the total expense for all individuals in attendance. In some cases, however, it may benefit the business of the PCCA for elected officials or other business representatives of the community to travel with PCCA employees at the expense of the PCCA. In those cases, the PCCA employee should inform the non-employee traveler of the PCCA travel policies. The employee should be responsible for direct payment of the expenses of the non-employee and seek reimbursement for those expenses. Pre-approval of those travelers through the Pre-Travel Process is required.
- Travel and entertainment expenses that are excessive, seen as personal in nature, or for personal gain. An expense is not considered excessive if it is reasonable based on the facts and circumstances and appropriate documentation to support the business purpose is provided by the employee. Acceptable, traditional business entertainment standards should be followed. Examples of generally non-reimbursable expenses include, but are not limited to the following:
    - Hotel early check-in or late check-out fees are not reimbursable unless necessary to facilitate a business meeting.
    - Concierge bag curbside check-in fees are not reimbursable.

Non-exempt employees will be compensated for travel time incurred outside their normal work schedule.

Consultants who travel on PCCA business will be reimbursed for travel expenses based on the same policies applied to PCCA employees.

A summary report of all travel expenses submitted by Port Commissioners and employees will be submitted for review monthly to the CEO.

Generally, Port employee guests, including spouses, are not authorized to participate in business entertainment or travel unless pre-approved by the CEO or Audit Committee

Chair. The intent to include such persons on PCCA travel must be clearly identified in advance on the pre-travel request. For Port Commissioners, this notice shall instead be provided in writing to the Audit Committee Chair, as described under Pre-Travel Requests, above.

TRANSPORTATION

All modes of transportation are authorized consistent with and appropriate to the requirements of an assignment and the efficient and economic conduct of PCCA business.

All travel must be made by the most direct and expeditious route considering both travel time and distance. If an employee interrupts official travel or deviates from the most direct travel route for reasons of personal convenience, the employee assumes any additional costs incurred as a result. To determine the reimbursable cost, the employee must provide additional documentation showing cost of travel for the most direct route.

Transportation and lodging upgrades will not be allowed for reimbursement by the Port, however, travelers may choose to personally pay for upgrades.

Air Travel

Every reasonable effort should be made to obtain the lowest fare available appropriate for the employee's planned itinerary.

All domestic air travel must be booked in the most economical and lowest fare option, such as economy or coach class. For purposes of clarification since many airlines designate their classes differently, this should be the lowest class that allows access to overhead storage and pre-selection of seats. Travelers may pay for preferred seating within their assigned class. Seat upgrades for flights of any duration may be permitted for travelers with certified medical conditions or physical disabilities that warrant such upgrades. Documentation validating any stated conditions may be required by PCCA's Human Resources Department and kept on file for future requests.

Additionally, if the cumulative duration of any flight (foreign or domestic) is two hours or more, the employee may book business class or the next class of service. First-class travel is only permissible when business-class options are not offered by a major airline, permitted classes of travel are filled, the fare for first-class is not more than the fare for the permitted classes, or approval in advance has otherwise been obtained from the Audit Committee.

Travelers should book refundable flights, unless the cost of a non-refundable ticket is significantly less, and there is relative certainty the ticket will be used. The use of lower fare, non-refundable tickets should be approved by the traveler's direct supervisor. Travel insurance is recommended for all international travel. Travel credits should be tracked and managed on an individual basis.

Cancellation and reuse of tickets is the sole responsibility of the traveler, and in no case will the PCCA pay for multiple tickets for the same destination and trip if the traveler failed to

cancel or change within known deadlines. Travel that required a change and incurred a change fee or other penalty must be clearly documented to show all applicable charges, and the traveler must provide a valid business reason for the change.

Reimbursements for itineraries funded by PCCA, but directly paid to PCCA travelers by airlines as a result of cancelled or delayed flights shall be endorsed as payable to the "Port of Corpus Christi Authority" and submitted to PCCA's Accounting department.

PCCA will pay for a single checked bag for itineraries of 5 days or less, or two checked bags for longer itineraries. If additional checked baggage charges are to be incurred with a valid reason, such as transportation of business or marketing materials, that should be clearly identified and approved in advance through the pre-travel authorization process. For Port Commissioners, this approval is instead obtained through written notice to the Audit Committee Chair, as described under Pre-Travel Requests, above.

Employees who use their personal vehicles to travel to the airport will be reimbursed for 20 miles (approximate round-trip mileage equivalent between the PCCA's administrative offices and the Corpus Christi International Airport) at the current rate permitted by the Internal Revenue Service (IRS).

Travelers should fly out of the Corpus Christi International Airport (CCIA) when possible, unless there is a valid business reason. Travelers should avoid traveling to nearby regional airports to reduce mileage fees and risk of safety issues.

Ground Transportation

The use of taxicabs or other pay services is allowed when justified by the travel assignment, including transportation for the purposes of dining or business entertainment while on overnight travel status. Use of taxicabs or other pay services to entertainment venues for personal entertainment only will not be reimbursed. Bus, streetcar, shuttle, and subway fares, as well as toll road, toll bridges, and ferry charges are reimbursable. Premium rideshare services, as opposed to economy options, should be used by Port travelers due to professionalism and insurance of the drivers.

Parking charges, either in a lot or at a meter, are reimbursable. Valet parking is permissible if other parking options are not reasonably available or where safety of the traveler is a concern.

Car rentals are allowed but should be used only when required for business purposes and other available modes of transportation are clearly not economical or practical. The PCCA will permit a car rental up to a full-size vehicle.

Specialty rentals, including premium or luxury cars, private chauffeur, or secure transportation services, can be used for large group travel and should prioritize the safety of the travelers. Specialty rentals will not be permitted without prior approval through the Pre-Travel process. For Port Commissioners, this approval is instead obtained through written notice to the Audit Committee Chair, as described under Pre-Travel Requests, above. Applicable

discounts, including government discounts, should be sought if such discounts are available.

NOTE: PCCA purchases Automobile Physical Damage insurance which covers automobiles that are owned, rented, leased or borrowed for less than six months. Consequently, employees shall not purchase insurance coverage from rental car agencies.

In Mexico, vehicle accidents are subject to the laws of Mexico only. In some cases, the coverage under the PCCA's insurance may not be extended to accidents occurring in Mexico. Employees shall not drive PCCA-owned vehicles to Mexico. Additionally, if traveling within Mexico, employees shall utilize hotel shuttles if possible. If it is not avoidable to rent a vehicle while conducting business in Mexico, the employee must purchase Mexico Automobile Physical Damage/Liability coverage through the rental car company.

In addition to Auto Physical Damage and Auto Liability coverage, PCCA purchases other types of insurance related to travel, including Foreign Liability and Business Travel coverage. For more information, see the later section regarding Travel Insurance.

Employees who use personal vehicles for PCCA travel will be reimbursed for mileage in accordance with the rate currently permitted by the IRS. Employees who receive an auto allowance are only eligible to receive mileage reimbursement for out-of-town business mileage that exceeds 30 miles. Mileage is calculated from the employee's official assigned work location to the travel destination. Employees must use the Mileage Calculator within Concur to substantiate mileage reimbursement requests.

Employees may use pool vehicles for business related trips. Use of pool vehicles for travel must be in accordance with the PCCA's Vehicle Policy. Pool vehicle details including unit number, make / model, and ending mileage after travels should be included in the expense report.

LODGING

Employees should make reasonable efforts to obtain lodging at a discounted rate (*i.e.*, government, corporate, event, *etc*.) consistent with the requirements of the travel assignment. Lodging expenses must be reasonable and supported by itemized receipts showing meal, business entertainment, and other expenditures separately.

Charges for unused rooms are not reimbursable if the employee was aware of changes in travel plans that required cancellation of room reservations within the hotel's allowed cancellation window and failed to do so. Unused rooms charged to the employee's PCCA credit card will be deducted from other reimbursable expenses if the employee is unable to get those charges waived by the hotel.

Lodging furnished by the PCCA or by friends, relatives, or other sources at no charge is not eligible for reimbursement.

MEAL EXPENSE

Employees on overnight travel status, or non-overnight travel status outside of the PCCA's immediate three-county operating area, will be reimbursed for the actual costs of their meals. In the case of meals over $25, an original and itemized receipt should be provided, listing the business purpose of the trip and any other PCCA employee that is covered by that expense, as well as final amounts charged (such as gratuity). If the cost of the meal is included in a larger hotel bill, it should be clearly identified as a meal, and should similarly list the business purpose of the trip and any other PCCA employee that is covered by that expense. If a group of PCCA employees dine together, the employee who incurs the total cost of the meal (usually the highest ranking PCCA employee present) will include on his Travel Expense Report the following information:

- Date, Location, and name of meal (e.g. dinner)
- Persons in Attendance (Name and Department)

While the PCCA will reimburse for the actual cost of the meal, the traveler is expected to set reasonable limits for their dining. A reasonable expectation for meals is as follows: $20 for an individual breakfast, $30 for lunch, $40 for dinner, and $10 for additional snacks during the day. PCCA does not reimburse for alcohol unless the meal otherwise qualifies as business entertainment. There will be no reimbursement for a meal that is provided free of charge by a hotel, conference or convention.

With the exception of individual travel meals purchased at CCIA, travelers on non-overnight travel status within Nueces, San Patricio, and Aransas Counties are not eligible for individual travel meal reimbursement.

BUSINESS ENTERTAINMENT

To qualify as business entertainment, the following criteria must be met:

- The meal must be an integral part of the meeting.
- The purpose of the meeting or meal must be to discuss PCCA business.
- The meeting must include persons not employed by the PCCA whose attendance is relative to the PCCA business being conducted.

PCCA employees entertaining business guests should exercise discretion, good judgement, and proper stewardship when selecting a venue for business entertainment and utilizing Port funds.

The person who incurs the total cost of the meal (usually the highest ranking PCCA official present) will include on his Travel Expense Report the following information:

- Date, Location, and Description of Entertainment Business Purpose
- Persons in Attendance (Name, Title, Organization)

Please note that meals with persons not employed by PCCA, for purposes of discussing

PCCA business, qualifies as Business Entertainment regardless of whether the employee is traveling.

For guidelines regarding the use of PCCA's Corpus Christi Hooks club-level suite for entertainment purposes, please see Attachment A, beginning on page 14.

OTHER EXPENSES

Employees may be granted reimbursement for miscellaneous expenses such as telephone, faxes, air freight, overnight delivery, postage, computer rentals, money order charges, currency conversion, tips, PCCA vehicle car washes, *etc*., incurred during official business. Laundry and dry-cleaning expenses will be reimbursed only on trips exceeding five days.

Employees traveling via air travel are authorized to purchase airline WiFi plans (only if used for business purposes) and CLEAR or TSA security clearance memberships (need must be pre-approved by traveler's supervisor).

For travelers who are required to travel internationally on PCCA official business and do not already hold a passport, the PCCA will reimburse the traveler the cost of obtaining a passport. Additionally, the PCCA will reimburse such travelers for the cost of passport renewals and additional pages during their time of employment.

CREDIT CARDS

Personal Credit Cards: The PCCA is not responsible for the payment of an employee's personal credit card. Interest charges incurred on a personal credit card are not reimbursable.

Corporate Credit Cards: Employees who are issued a PCCA credit card are expected to utilize their card for **ALL** travel-related expenses. The use of personal credit cards by PCCA cardholders should be limited to emergency use (i.e. PCCA card is declined or not functioning). Employees who obtain and use a PCCA issued credit card must comply with all terms of the Corporate Credit Card agreement, including agreement that the card will only be used for reimbursable travel expenses and allowable local employee meals or business entertainment. Submission of travel reports in a timely manner is required. The Corporate Credit Card may not be used under any circumstances for the payment of personal expenses, nor used for the procurement of operating supplies or other expenses not otherwise allowed under this policy. While the use of a PCCA Corporate Credit Card will greatly enhance the ability to use the SAP Concur Travel Expense tool, failure to comply with this policy will lead to revocation of the card, and expenses inadvertently charged will be deducted from the employees next payment from PCCA. All purchases not otherwise allowed under this policy must occur through the PCCA Procurement Department and follow established Procurement Policy.

REVIEW & APPROVAL

Pre-Travel Requests and Travel Expense Reports must be submitted through SAP Concur. Port Commissioners are not required to submit Pre-Travel Requests through Concur; see Pre-Travel Requests, above, for the alternative approval and notice procedures applicable to Commissioner travel.

PCCA staff will review all submitted expense reports to ensure compliance with PCCA policy. The Audit Committee Chair will provide final review of the CEO's expense reports, as well as those submitted by PCCA Commissioners, to ensure the expenses are reasonable. The Port Chairman will provide final review of expense reports submitted by the Audit Committee Chair.

The approval process for Pre-Travel Requests and Travel Expense Reports is as follows:

- International travel, exceeding $5,000 individual or exceeding $10,000 aggregate – PCCA Audit Committee
- Domestic travel up to $1,000 – Immediate Supervisor
- Domestic travel up to $2,500 – Immediate Supervisor, plus Department Director
- Domestic travel up to $10,000 – PCCA CEO or Audit Committee Chair
- Domestic travel over $10,000 individual or $25,000 aggregate – PCCA Audit Committee

Note: Because Port Commissioners do not submit Pre-Travel Requests through Concur (see Pre-Travel Requests, above), the dollar thresholds above apply to Commissioner travel through written notice to the Audit Committee Chair (or, where the Audit Committee threshold is met, prior approval of the Audit Committee) rather than through a Concur submission.

Adequate details, commentary, and/or documentation which substantiates the need for travel should be included within Concur Request. This can be a copy of the conference/seminar registration, conference/seminar brochure, and/or meeting itinerary or agenda. If the employee's travel plans include any deviation from the most direct travel route and time, the employee should include an airfare or mileage cost comparison. ***It is the responsibility of the requestor's supervisor and/or request approver to ensure that all requests contain complete and accurate detailed documentation prior to granting approval.***

Travel Expense Report

Employees must complete a Travel Expense Report in the Concur Expense reporting system to account for travel expenses within 45 business days of the completion of travel.

Once appropriate approvals are obtained, PCCA will reimburse all authorized and documented expenses by the end of the following week. Reimbursement of individual expenditures over $25 related to business entertainment or meal expense, lodging and transportation will be required to be substantiated in Concur with an original itemized receipt. It is the traveler's responsibility to obtain a clear and legible copy for submission.

However, in all cases, expenditures that qualify for reimbursement under any federally funded program (i.e. grants) must be supported by original itemized receipts at any dollar amount, and the $25 limitation does not apply.

International travel for PCCA business that results in a conversion of currency will be reimbursed. Cash charges must be supported by the receipt showing the amounts and fees associated with the currency exchange. For credit card charges, support should include the portion of the credit card statement documenting the converted charge or an independent rate conversion using the next day banking rate. Due to lack of availability, supporting receipts for currency exchange fees are not required. However, an itemized receipt for any related charges exceeding $25 is still required.

Travel Expense Reports should be reviewed by the appropriate approvers for reasonableness and compliance to this policy.

Employees are responsible for ensuring that expenses claimed on Travel Expense Reports are proper, accurate and incurred in accordance with this policy. The careless, fraudulent or negligent preparation of a Travel Expense Report will require financial restitution and may result in disciplinary action up to, and including, termination. In addition, a traveler who knowingly presents false, fictitious or fraudulent claims to PCCA may be subject to criminal prosecution.

Frequency of Submission:

Pre-Travel Authorization – If required (see Pre-Travel Requests, above, for the alternate procedure applicable to Port Commissioners), approval must be received prior to the incurrence of any cost or obligation of PCCA funds.

Travel Expense Report – Within 45 business days of completion of the trip. Repeated failure to submit expense reports timely may result in travel privileges being revoked at the discretion of the CEO or Audit Committee Chair.

TRAVEL RELATED INSURANCE PROVISIONS

PCCA provides employees who travel both, abroad and domestically, with specific travel insurance coverage. In addition to other types of insurance which is available to employees, PCCA maintains Foreign Liability Insurance and Business Travel Accident Insurance.

The **Foreign Liability Insurance** Plan provides coverage against Foreign Travel Accident/Sickness and, Corporate Kidnap and Ransom/Extortion while an Insured Person is traveling on business in the coverage territory. The coverage territory is "anywhere in the world, including international waters or airspace, but excluding the United States of America (including its territories and possessions), Puerto Rico and Canada and Cuba." This Plan is insured by Travel Guard – AIG. A list of arranged covered services include:

- Accidental Death and Dismemberment
- Accidental and Sickness Medical Expense
- Medical Assistance and Travel Medical Emergency Services
- Pre-Trip Services
- Legal Assistance
- Lost Luggage or Passport Assistance
- Insurance Coordination
- Emergency Family Travel
- Emergency Medical Evacuation
- Repatriation of Remains
- Corporate Kidnap and Ransom/Extortion
- Other General Assistance

The **Business Travel Accident Insurance** Plan provides all-risk accident protection against most types of accidents while an Insured Person is traveling on business, including when flying as a passenger (but not as a pilot or crew member) in any civilian aircraft having a current and valid Airworthiness Certificate, except aircraft owned or leased by the Port of Corpus Christi. This Plan is insured by Gerber Life Insurance Company and underwritten by A. C. Newman & Company. Coverage begins when an Insured Person leaves his or her residence or place of regular employment, whichever is last, for a business trip and continues until he or she returns to their residence or place of regular employment, whichever is first, following a business trip or he or she undertakes a personal deviation.

Travel Assistance is also available to ill/injured members when traveling on business 100+ miles from home for Domestic Travel. A list of arranged covered services include:

- Accidental Death and Dismemberment
- Emergency Medical Evacuation
- Medically Supervised Repatriation
- Repatriation of Remains
- Medical Consultation, Evaluation & Referral
- Hospital Admission Guarantee
- Critical Care Monitoring
- Prescription Assistance
- Emergency Message Transmission
- Transportation to Join Patient
- Care for Minor Children
- Emergency Trauma Counseling
- Lost Luggage/Document Assistance
- Interpreter & Legal Referrals
- Pre-trip Services
- Coma Benefit

- Criminal Assault Accident Protection
- Private Passenger Seat Belt Accident Protection
- Private Passenger Air Bag Accident Protection

In the event a loss occurs or is imminent, the Insured's primary duty is to act in every aspect as if no insurance existed and to employ reasonable means to minimize the loss and prevent further damage. For more information please contact the Risk Management Department.

Expense Reporting Oversight

The Audit Committee has general oversight over executives' fees and expenses and will require periodic audits of compliance with this policy to be conducted by an independent auditor. Written results of that audit will be presented to the Audit Committee. In addition, a report on the previous month's expenses should be provided to the Commission for review as part of the Board packet. Lastly, the Audit Committee will provide oversight of the annual budget for executive travel and business entertainment and will conduct a periodic review of the incurred expenses.

Attachment A: Corpus Christi Hooks Club-Level Suite Entertainment Guidelines

Purpose:
To provide clear guidelines for entertaining PCCA staff and outside guests using PCCA's Hooks club-level suite (herein referred to as "the suite") located at Whataburger Field.

Scope:
These guidelines apply to all PCCA employees, spouses/partners, business guests, community partners, and management involved in hosting or attending events in the suite.

Eligibility and Availability:

Entertainment in the suite is limited to PCCA staff members and their invited guests, business guests of PCCA, and PCCA community partners, as approved by management.

Each executive sponsor (herein referred to as "sponsor") will be afforded a limited number of games in the suite each season, based on PCCA's annual season ticket package. Allotment of games for each sponsor will be determined at the discretion of the Chief Executive Officer (CEO).

Attendance:

Prior to the beginning of the season, an electronic signup sheet shall be circulated within each sponsor's department to determine anticipated attendance by PCCA staff. If staff can no longer attend the scheduled event, they should notify the sponsor's executive admin as soon as possible so that tickets may be distributed to other members of their team.

Approval Process:

For events hosting business guests and/or community partners, documentation detailing the purpose, expected attendees, and expected costs must be submitted to the sponsor at least one week prior to the event.

Events in the suite must be authorized in advance by their respective sponsor. Events exceeding anticipated costs of $2,000 or more must be pre-approved at the CEO level.

Food and Beverage:

Food and beverage for the suite are catered by Aramark, LLC. Food and beverage orders must be placed in advance of the event and charged to the sponsor's Travel & Entertainment card.

The purchase of alcoholic beverages in the suite is limited to events hosting business guests and community partners ONLY.

"Add-on's" (menu items ordered *outside* of advance menu purchasing) are prohibited unless authorized in writing by the event's sponsor.

Food and beverage expenditures must be reasonable and justifiable in relation to the event's purpose.

Conduct:

Attendees – including staff, spouses/partners, business guests, and community partners – are expected to maintain a professional demeanor and good sportsmanship while associating with or representing PCCA in the suite.

All attendees should feel welcome and included. Efforts should be made to accommodate diverse needs and preferences of attendees.

The suite must be left clean and orderly following the conclusion of each event. Any damages to the suite must be reported to PCCA's Risk Management team and the event sponsor within 24 hours of the conclusion of the event.

All personal belongings shall be removed. Leftover food from catering in the suite may be taken home by PCCA staff and should be partitioned appropriately at the discretion of the host and attendees.

Safety and Security:

Staff should prioritize the safety of all attendees and be aware of the emergency protocols set forth by stadium management.

All events must comply with PCCA policies, local laws, and venue regulations.

Parking:

Complimentary parking passes are issued to PCCA staff who receive tickets to attend events in the suite. Parking passes may be limited in quantity. If PCCA staff are unable to receive a complimentary parking pass with their tickets, reimbursement of parking fees paid up to the amount of $10 will be permitted (limit one reimbursement per PCCA employee). A copy of the purchased parking pass must be included in the request for reimbursement.

Review and Acknowledgment:

These guidelines will be reviewed annually and may be amended as necessary to reflect changes in PCCA culture, legal requirements, or best practices. All PCCA employees will be required to review and acknowledge understanding of these guidelines annually, prior to the commencement of the Corpus Christi Hooks' season.

Contact Information:

For questions regarding these guidelines, please contact PCCA's Financial Planning & Analysis (FP&A) team.

PORT OF CORPUS CHRISTI AUTHORITY
POLICY AND PROCEDURE

Subject:	**Travel and Business Entertainment**
Original Policy Date:	**August 11, 2009**
Effective Date of New/Revised Policy:	**January 1, 2026**
Revised Dates:	**June 21, 2019, June 12, 2020, September 20, 2023, December 12, 2023, December 10, 2024, December 9, 2025**
Custodian:	**Chief Financial Officer**
CEO Approval:	
Port Commission Approval:	

PURPOSE:

The purpose of this policy is to provide guidance on acceptable expenses incurred during both travel and business entertainment on behalf of the Port of Corpus Christi (PCCA) and provide instruction on how to account for those expenses.

POLICY:

The PCCA recognizes that employees who travel to represent PCCA business interests disrupt their daily lives and often forfeit personal time. Accordingly, the PCCA makes every effort to provide comfortable and secure travel accommodations for those employees. The PCCA has adopted a policy relative to PCCA travel and business entertainment that it considers to be efficient, fair, flexible, and consistent with the mission of the PCCA, while being fully accountable to the public. This document consists of the policies relative to travel and business entertainment expenses and the procedures for the accounting of those expenses. Port Commissioners, PCCA employees, and Prospective Employees who incur out of pocket expenses while traveling on PCCA business will be reimbursed in accordance with this policy.

The policy is not intended to benefit the employee financially. The PCCA reserves the right to deny payment of expenses that are considered unreasonable.

RESPONSIBILITY:

The Chief Executive Officer ("CEO") of PCCA, with approval by the Port Commission, hereby implements the following travel and business entertainment policy. Exceptions to the Policy may from time to time be permitted at the Audit Committee's judgement on a case-by-case basis. Exceptions may be made by the CEO if the Audit Committee is unable to meet, however, the exception should be immediately reported to the Audit Committee Chairman and ratification or disapproval discussed at the next scheduled Audit Committee meeting.

The Audit Committee shall evaluate this Policy's effectiveness at least annually and recommend updates as needed to the Port Commission prior to the beginning of each fiscal year.

Port Commissioners, employees, and non-employees who travel, purchase meals, and/or entertain on PCCA's behalf, persons authorized to approve business activities and related requests for direct payment or expense reimbursement, and persons processing Requests for Reimbursement shall review this Policy annually and provide electronic acknowledgement through the policy platform that they have read the Policy and understand their obligations under it.

PROCEDURES:

DEFINITIONS

Overnight Travel Status: Employees are on overnight travel status if they are traveling on approved PCCA business away from both their residence and office and they obtain lodging.

Non-Overnight Travel Status: Employees are on non-overnight travel status if they are traveling on approved PCCA business away from both residence and office but do not obtain lodging prior to their return. With the exception of meals purchased at Corpus Christi International Airport (CCIA), meals are not reimbursable while on non-overnight travel status when the travel is limited to the three-county region of Nueces, San Patricio and Aransas Counties.

Employees: While Port Commissioners are not "employees" of PCCA, for the purposes of this Policy, "employees" refers to all direct employees and Executives of PCCA, including appointed Port Commissioners. Notwithstanding the foregoing, Port Commissioners are not required to submit a Pre-Travel Request; see Pre-Travel Requests, below, for the procedures applicable to Commissioner travel.

Prospective Employees: Individuals who travel to PCCA offices at the request of PCCA's Human Resources Department to conduct interviews for open positions.

Executives: PCCA executive staff with the following job titles: Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief External Affairs Officer, Chief Strategy and Sustainability Officer, and Chief Talent Officer.

Audit Committee: Standing committee of three Port Commissioners appointed by the Port Chairman. The affirmative vote of a majority of the Audit Committee members present and voting at any Audit Committee meeting at which a quorum is present is sufficient for the adoption of any item presented to the Audit Committee for approval. For purposes of this Policy, the Audit Committee may also provide written approval via e-mail communication.

Business Expense: In order to qualify as a business expense, the expense must meet at least one of the following objectives:

- Provides meaningful opportunities to grow, enhance and/or maintain Port business or advances strategic advocacy of communications objectives;
- Provides a training and/or professional development opportunity that will significantly impact and enhance the Traveler's role at the Port; or
- Accomplishes a fact or information gathering assignment that will significantly assist the Port, including but not limited to capitalizing on major economic, operational, technological, marketing, and/or human resource trends.

PRE-TRAVEL REQUESTS

Employees, including Executives ~~and Port Commissioners~~, are required to complete a request for approval of travel using Concur Request when they are planning a trip that will place them in Overnight Travel Status or planning a trip to be made on Non-Overnight Travel Status that will require the use of Air Travel. Approval of travel for the aforementioned travel statuses must be obtained prior to incurring any travel expenses on behalf of PCCA. Adequate details, commentary, and/or documentation to support the business reason for the travel should be included in the Concur Request. If travel cannot be planned in advance or approval cannot be obtained prior to the departure (less than one business day notice), a pre-travel request is still required to be submitted at the time of the booking. However, timing of approval should be obtained as soon as possible according to the established thresholds.
Port Commissioners are not required to submit a Pre-Travel Request through Concur. However, Commissioner travel remains subject to: (i) the Audit Committee's prior-approval thresholds for high-cost travel described under General Provisions, below; and (ii) the advance-notice requirements described elsewhere in this Policy for extended travel time, accompanying guests, specialty vehicle rentals, and additional checked baggage. For Commissioners, such approvals and advance notices shall be provided in writing (including e-mail) to the Audit Committee Chair prior to incurring the related expense, in lieu of a Concur Pre-Travel Request.

GENERAL PROVISIONS

SAP Concur has been implemented by PCCA to facilitate efficient travel booking and travel expense reporting, and to help control travel expenses. The Concur solutions must be used for all travel undertaken by PCCA employees once they have received training on use of Concur.

No employees, including the CEO or Port Commissioners, may undertake individual domestic travel over $10,000 or individual international travel exceeding $5,000 on behalf of the Port without prior approval of the Audit Committee.

Domestic trips exceeding $25,000 in aggregate or international trips exceeding $10,000 in aggregate for all PCCA attendees, including executives and Port Commissioners, will not be permitted without the prior approval of the Audit Committee. The CEO should be notified ~~of all approved Commissioner pre-travel requests~~when Commissioner travel is approved under this paragraph. If the actual incurred amount exceeds the pre-approved amount, the overages should be documented within the post-trip expense report and supported by itemized receipts.

Travel expenses submitted by members of the Port Commission and CEO will not be permitted without the final review of the Audit Committee Chair. Travel expenses submitted by the Audit Committee Chair, will not be permitted without the final review of the Port Chairman and expenses submitted by all other employees will not be permitted without the approval of the CEO or his designee. In cases where it is unclear if the expense should be allowable per policy, the expense should be submitted to the Audit Committee for review and approval, with the Audit Committee Chair eventually signifying the committee's approval in Concur based on the recommendation of the Audit Committee.

Employees who travel on PCCA business are expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. Port Authority travelers and Port Authority hosts are public servants and expected to be as fiscally responsible as circumstances permit and exercise care when incurring business-related expenses. Employees are encouraged to avail themselves of all available travel discounts (*i.e.*, retired military, active reservists, government, corporate, *etc*.) when booking business travel.

Employees who travel with or for other parties, such as the federal government or private enterprise, may not benefit financially by retaining any reimbursement from such other parties. Expense reimbursements from other sources must be remitted to the PCCA. If checks are received from these sources, the employee will endorse them payable to the "Port of Corpus Christi Authority."

Employees on overnight travel status need not return immediately (*e.g.*, Friday versus Saturday or Sunday return) to office or residence upon completion of their PCCA business if payment of subsistence, lodging, and wages (for non-exempt personnel only) incurred for the additional travel time can be fully justified as a cost savings compared to the cost of returning immediately to home or office. Requests for extended travel time must be described in the pre-travel Concur Request (or, for Port Commissioners, in written notice to the Audit Committee Chair as described under Pre-Travel Requests, above) with documentation that supports the cost savings of the extended travel time, prior to incurring any travel expense.

Payment for travel costs that are customarily paid in advance (i.e. airfare, conference or seminar registration fees, lodging costs) should be paid by PCCA-issued corporate credit card. If the traveler has not been assigned a PCCA credit card, then these expenses should be paid through their supervisor's assigned credit card. Any out-of-pocket expenses paid with cash, check, or a personal credit card will be reimbursed only after the travel is completed and a Travel Expense Report is processed and approved.

When placing a call to the PCCA's administrative offices from other sources, employees should use the PCCA's 800 number (800-580-7110) within the United States**.** An employee, while out of town on business, may make personal telephone calls home using PCCA-issued mobile phones in accordance with the PCCA's mobile phone use policy**.**

The following items are not reimbursable under any circumstances:

- Parking fines or moving vehicle fines are not reimbursable.
- Alcoholic beverages, unless associated with entertainment of outside parties for valid business purposes, are not reimbursable. See additional Business Entertainment section below.
- Entertainment for self while on free time during a business trip (i.e. movies, theater performances, museums, etc.), personal items (newspapers, magazines, toiletries, cigarettes, *etc*.), or excessive personal phone calls are not reimbursable.
- Charitable donations or sponsorships, unless approved by PCCA's Audit Committee in accordance with the policies that govern PCCA's Promotion and Development Fund.
- Travel expenses for persons not employed by the PCCA but who accompany an employee on business travel for the convenience of the employee are generally not reimbursable. Expenses for persons who accompany PCCA employees to business entertainment events must be disclosed by the employee and will be deducted from any funds due the employee unless a clear business reason for including them is given. If a detailed accounting of the meals is not shown on the receipt, the amount will be determined by an equal division of the total expense for all individuals in attendance. In some cases, however, it may benefit the business of the PCCA for elected officials or other business representatives of the community to travel with PCCA employees at the expense of the PCCA. In those cases, the PCCA employee should inform the non-employee traveler of the PCCA travel policies. The employee should be responsible for direct payment of the expenses of the non-employee and seek reimbursement for those expenses. Pre-approval of those travelers through the Pre-Travel Process is required.
- Travel and entertainment expenses that are excessive, seen as personal in nature, or for personal gain. An expense is not considered excessive if it is reasonable based on the facts and circumstances and appropriate documentation to support the business purpose is provided by the employee. Acceptable, traditional business entertainment standards should be followed. Examples of generally non-reimbursable expenses include, but are not limited to the following:
    - Hotel early check-in or late check-out fees are not reimbursable unless necessary to facilitate a business meeting.
    - Concierge bag curbside check-in fees are not reimbursable.

Non-exempt employees will be compensated for travel time incurred outside their normal work schedule.

Consultants who travel on PCCA business will be reimbursed for travel expenses based on the same policies applied to PCCA employees.

A summary report of all travel expenses submitted by Port Commissioners and employees will be submitted for review monthly to the CEO.

Generally, Port employee guests, including spouses, are not authorized to participate in

business entertainment or travel unless pre-approved by the CEO or Audit Committee Chair. The intent to include such persons on PCCA travel must be clearly identified in advance on the pre-travel request. For Port Commissioners, this notice shall instead be provided in writing to the Audit Committee Chair, as described under Pre-Travel Requests, above.

TRANSPORTATION

All modes of transportation are authorized consistent with and appropriate to the requirements of an assignment and the efficient and economic conduct of PCCA business.

All travel must be made by the most direct and expeditious route considering both travel time and distance. If an employee interrupts official travel or deviates from the most direct travel route for reasons of personal convenience, the employee assumes any additional costs incurred as a result. To determine the reimbursable cost, the employee must provide additional documentation showing cost of travel for the most direct route.

Transportation and lodging upgrades will not be allowed for reimbursement by the Port, however, travelers may choose to personally pay for upgrades.

Air Travel

Every reasonable effort should be made to obtain the lowest fare available appropriate for the employee's planned itinerary.

All domestic air travel must be booked in the most economical and lowest fare option, such as economy or coach class. For purposes of clarification since many airlines designate their classes differently, this should be the lowest class that allows access to overhead storage and pre-selection of seats. Travelers may pay for preferred seating within their assigned class. Seat upgrades for flights of any duration may be permitted for travelers with certified medical conditions or physical disabilities that warrant such upgrades. Documentation validating any stated conditions may be required by PCCA's Human Resources Department and kept on file for future requests.

Additionally, if the cumulative duration of any flight (foreign or domestic) is two hours or more, the employee may book business class or the next class of service. First-class travel is only permissible when business-class options are not offered by a major airline, permitted classes of travel are filled, the fare for first-class is not more than the fare for the permitted classes, or approval in advance has otherwise been obtained from the Audit Committee.

Travelers should book refundable flights, unless the cost of a non-refundable ticket is significantly less, and there is relative certainty the ticket will be used. The use of lower fare, non-refundable tickets should be approved by the traveler's direct supervisor. Travel insurance is recommended for all international travel. Travel credits should be tracked and managed on an individual basis.

Cancellation and reuse of tickets is the sole responsibility of the traveler, and in no case will

the PCCA pay for multiple tickets for the same destination and trip if the traveler failed to cancel or change within known deadlines. Travel that required a change and incurred a change fee or other penalty must be clearly documented to show all applicable charges, and the traveler must provide a valid business reason for the change.

Reimbursements for itineraries funded by PCCA, but directly paid to PCCA travelers by airlines as a result of cancelled or delayed flights shall be endorsed as payable to the "Port of Corpus Christi Authority" and submitted to PCCA's Accounting department.

PCCA will pay for a single checked bag for itineraries of 5 days or less, or two checked bags for longer itineraries. If additional checked baggage charges are to be incurred with a valid reason, such as transportation of business or marketing materials, that should be clearly identified and approved in advance through the pre-travel authorization process. For Port Commissioners, this approval is instead obtained through written notice to the Audit Committee Chair, as described under Pre-Travel Requests, above.

Employees who use their personal vehicles to travel to the airport will be reimbursed for 20 miles (approximate round-trip mileage equivalent between the PCCA's administrative offices and the Corpus Christi International Airport) at the current rate permitted by the Internal Revenue Service (IRS).

Travelers should fly out of the Corpus Christi International Airport (CCIA) when possible, unless there is a valid business reason. Travelers should avoid traveling to nearby regional airports to reduce mileage fees and risk of safety issues.

Ground Transportation

The use of taxicabs or other pay services is allowed when justified by the travel assignment, including transportation for the purposes of dining or business entertainment while on overnight travel status. Use of taxicabs or other pay services to entertainment venues for personal entertainment only will not be reimbursed. Bus, streetcar, shuttle, and subway fares, as well as toll road, toll bridges, and ferry charges are reimbursable. Premium rideshare services, as opposed to economy options, should be used by Port travelers due to professionalism and insurance of the drivers.

Parking charges, either in a lot or at a meter, are reimbursable. Valet parking is permissible if other parking options are not reasonably available or where safety of the traveler is a concern.

Car rentals are allowed but should be used only when required for business purposes and other available modes of transportation are clearly not economical or practical. The PCCA will permit a car rental up to a full-size vehicle.

Specialty rentals, including premium or luxury cars, private chauffeur, or secure transportation services, can be used for large group travel and should prioritize the safety of the travelers. Specialty rentals will not be permitted without prior approval through the Pre-Travel process. For Port Commissioners, this approval is instead obtained through written notice to the

Audit Committee Chair, as described under Pre-Travel Requests, above. Applicable discounts, including government discounts, should be sought if such discounts are available.

NOTE: PCCA purchases Automobile Physical Damage insurance which covers automobiles that are owned, rented, leased or borrowed for less than six months. Consequently, employees shall not purchase insurance coverage from rental car agencies.

In Mexico, vehicle accidents are subject to the laws of Mexico only. In some cases, the coverage under the PCCA's insurance may not be extended to accidents occurring in Mexico. Employees shall not drive PCCA-owned vehicles to Mexico. Additionally, if traveling within Mexico, employees shall utilize hotel shuttles if possible. If it is not avoidable to rent a vehicle while conducting business in Mexico, the employee must purchase Mexico Automobile Physical Damage/Liability coverage through the rental car company.

In addition to Auto Physical Damage and Auto Liability coverage, PCCA purchases other types of insurance related to travel, including Foreign Liability and Business Travel coverage. For more information, see the later section regarding Travel Insurance.

Employees who use personal vehicles for PCCA travel will be reimbursed for mileage in accordance with the rate currently permitted by the IRS. Employees who receive an auto allowance are only eligible to receive mileage reimbursement for out-of-town business mileage that exceeds 30 miles. Mileage is calculated from the employee's official assigned work location to the travel destination. Employees must use the Mileage Calculator within Concur to substantiate mileage reimbursement requests.

Employees may use pool vehicles for business related trips. Use of pool vehicles for travel must be in accordance with the PCCA's Vehicle Policy. Pool vehicle details including unit number, make / model, and ending mileage after travels should be included in the expense report.

LODGING

Employees should make reasonable efforts to obtain lodging at a discounted rate (*i.e.*, government, corporate, event, *etc.*) consistent with the requirements of the travel assignment. Lodging expenses must be reasonable and supported by itemized receipts showing meal, business entertainment, and other expenditures separately.

Charges for unused rooms are not reimbursable if the employee was aware of changes in travel plans that required cancellation of room reservations within the hotel's allowed cancellation window and failed to do so. Unused rooms charged to the employee's PCCA credit card will be deducted from other reimbursable expenses if the employee is unable to get those charges waived by the hotel.

Lodging furnished by the PCCA or by friends, relatives, or other sources at no charge is not eligible for reimbursement.

MEAL EXPENSE

Employees on overnight travel status, or non-overnight travel status outside of the PCCA's immediate three-county operating area, will be reimbursed for the actual costs of their meals. In the case of meals over $25, an original and itemized receipt should be provided, listing the business purpose of the trip and any other PCCA employee that is covered by that expense, as well as final amounts charged (such as gratuity). If the cost of the meal is included in a larger hotel bill, it should be clearly identified as a meal, and should similarly list the business purpose of the trip and any other PCCA employee that is covered by that expense. If a group of PCCA employees dine together, the employee who incurs the total cost of the meal (usually the highest ranking PCCA employee present) will include on his Travel Expense Report the following information:

- Date, Location, and name of meal (e.g. dinner)
- Persons in Attendance (Name and Department)

While the PCCA will reimburse for the actual cost of the meal, the traveler is expected to set reasonable limits for their dining. A reasonable expectation for meals is as follows: $20 for an individual breakfast, $30 for lunch, $40 for dinner, and $10 for additional snacks during the day. PCCA does not reimburse for alcohol unless the meal otherwise qualifies as business entertainment. There will be no reimbursement for a meal that is provided free of charge by a hotel, conference or convention.

With the exception of individual travel meals purchased at CCIA, travelers on non-overnight travel status within Nueces, San Patricio, and Aransas Counties are not eligible for individual travel meal reimbursement.

BUSINESS ENTERTAINMENT

To qualify as business entertainment, the following criteria must be met:

- The meal must be an integral part of the meeting.
- The purpose of the meeting or meal must be to discuss PCCA business.
- The meeting must include persons not employed by the PCCA whose attendance is relative to the PCCA business being conducted.

PCCA employees entertaining business guests should exercise discretion, good judgement, and proper stewardship when selecting a venue for business entertainment and utilizing Port funds.

The person who incurs the total cost of the meal (usually the highest ranking PCCA official present) will include on his Travel Expense Report the following information:

- Date, Location, and Description of Entertainment Business Purpose
- Persons in Attendance (Name, Title, Organization)

Please note that meals with persons not employed by PCCA, for purposes of discussing PCCA business, qualifies as Business Entertainment regardless of whether the employee is traveling.

For guidelines regarding the use of PCCA's Corpus Christi Hooks club-level suite for entertainment purposes, please see Attachment A, beginning on page 14.

OTHER EXPENSES

Employees may be granted reimbursement for miscellaneous expenses such as telephone, faxes, air freight, overnight delivery, postage, computer rentals, money order charges, currency conversion, tips, PCCA vehicle car washes, *etc*., incurred during official business. Laundry and dry-cleaning expenses will be reimbursed only on trips exceeding five days.

Employees traveling via air travel are authorized to purchase airline WiFi plans (only if used for business purposes) and CLEAR or TSA security clearance memberships (need must be pre-approved by traveler's supervisor).

For travelers who are required to travel internationally on PCCA official business and do not already hold a passport, the PCCA will reimburse the traveler the cost of obtaining a passport. Additionally, the PCCA will reimburse such travelers for the cost of passport renewals and additional pages during their time of employment.

CREDIT CARDS

Personal Credit Cards: The PCCA is not responsible for the payment of an employee's personal credit card. Interest charges incurred on a personal credit card are not reimbursable.

Corporate Credit Cards: Employees who are issued a PCCA credit card are expected to utilize their card for **ALL** travel-related expenses. The use of personal credit cards by PCCA cardholders should be limited to emergency use (i.e. PCCA card is declined or not functioning). Employees who obtain and use a PCCA issued credit card must comply with all terms of the Corporate Credit Card agreement, including agreement that the card will only be used for reimbursable travel expenses and allowable local employee meals or business entertainment. Submission of travel reports in a timely manner is required. The Corporate Credit Card may not be used under any circumstances for the payment of personal expenses, nor used for the procurement of operating supplies or other expenses not otherwise allowed under this policy. While the use of a PCCA Corporate Credit Card will greatly enhance the ability to use the SAP Concur Travel Expense tool, failure to comply with this policy will lead to revocation of the card, and expenses inadvertently charged will be deducted from the employees next payment from PCCA. All purchases not otherwise allowed under this policy must occur through the PCCA Procurement Department and follow established Procurement Policy.

REVIEW & APPROVAL

Pre-Travel Requests and Travel Expense Reports must be submitted through SAP Concur. Port Commissioners are not required to submit Pre-Travel Requests through Concur; see Pre-Travel Requests, above, for the alternative approval and notice procedures applicable to Commissioner travel.

PCCA staff will review all submitted expense reports to ensure compliance with PCCA policy. The Audit Committee Chair will provide final review of the CEO's expense reports, as well as those submitted by PCCA Commissioners, to ensure the expenses are reasonable. The Port Chairman will provide final review of expense reports submitted by the Audit Committee Chair.

The approval process for Pre-Travel Requests and Travel Expense Reports is as follows:

- International travel, exceeding $5,000 individual or exceeding $10,000 aggregate – PCCA Audit Committee
- Domestic travel up to $1,000 – Immediate Supervisor
- Domestic travel up to $2,500 – Immediate Supervisor, plus Department Director
- Domestic travel up to $10,000 – PCCA CEO or Audit Committee Chair
- Domestic travel over $10,000 individual or $25,000 aggregate – PCCA Audit Committee

Note: Because Port Commissioners do not submit Pre-Travel Requests through Concur (see Pre-Travel Requests, above), the dollar thresholds above apply to Commissioner travel through written notice to the Audit Committee Chair (or, where the Audit Committee threshold is met, prior approval of the Audit Committee) rather than through a Concur submission.

Adequate details, commentary, and/or documentation which substantiates the need for travel should be included within Concur Request. This can be a copy of the conference/seminar registration, conference/seminar brochure, and/or meeting itinerary or agenda. If the employee's travel plans include any deviation from the most direct travel route and time, the employee should include an airfare or mileage cost comparison. ***It is the responsibility of the requestor's supervisor and/or request approver to ensure that all requests contain complete and accurate detailed documentation prior to granting approval.***

Travel Expense Report

Employees must complete a Travel Expense Report in the Concur Expense reporting system to account for travel expenses within 45 business days of the completion of travel.

Once appropriate approvals are obtained, PCCA will reimburse all authorized and documented expenses by the end of the following week. Reimbursement of individual expenditures over $25 related to business entertainment or meal expense, lodging and transportation will be required to be substantiated in Concur with an original itemized receipt.

It is the traveler's responsibility to obtain a clear and legible copy for submission.

However, in all cases, expenditures that qualify for reimbursement under any federally funded program (i.e. grants) must be supported by original itemized receipts at any dollar amount, and the $25 limitation does not apply.

International travel for PCCA business that results in a conversion of currency will be reimbursed. Cash charges must be supported by the receipt showing the amounts and fees associated with the currency exchange. For credit card charges, support should include the portion of the credit card statement documenting the converted charge or an independent rate conversion using the next day banking rate. Due to lack of availability, supporting receipts for currency exchange fees are not required. However, an itemized receipt for any related charges exceeding $25 is still required.

Travel Expense Reports should be reviewed by the appropriate approvers for reasonableness and compliance to this policy.

Employees are responsible for ensuring that expenses claimed on Travel Expense Reports are proper, accurate and incurred in accordance with this policy. The careless, fraudulent or negligent preparation of a Travel Expense Report will require financial restitution and may result in disciplinary action up to, and including, termination. In addition, a traveler who knowingly presents false, fictitious or fraudulent claims to PCCA may be subject to criminal prosecution.

Frequency of Submission:

Pre-Travel Authorization – If required (see Pre-Travel Requests, above, for the alternate procedure applicable to Port Commissioners), approval must be received prior to the incurrence of any cost or obligation of PCCA funds.

Travel Expense Report – Within 45 business days of completion of the trip. Repeated failure to submit expense reports timely may result in travel privileges being revoked at the discretion of the CEO or Audit Committee Chair.

TRAVEL RELATED INSURANCE PROVISIONS

PCCA provides employees who travel both, abroad and domestically, with specific travel insurance coverage. In addition to other types of insurance which is available to employees, PCCA maintains Foreign Liability Insurance and Business Travel Accident Insurance.

The **Foreign Liability Insurance** Plan provides coverage against Foreign Travel Accident/Sickness and, Corporate Kidnap and Ransom/Extortion while an Insured Person is traveling on business in the coverage territory. The coverage territory is "anywhere in the world, including international waters or airspace, but excluding the United States of America (including its territories and possessions), Puerto Rico and Canada and Cuba." This Plan is insured by Travel Guard – AIG. A list of arranged covered

services include:

- Accidental Death and Dismemberment
- Accidental and Sickness Medical Expense
- Medical Assistance and Travel Medical Emergency Services
- Pre-Trip Services
- Legal Assistance
- Lost Luggage or Passport Assistance
- Insurance Coordination
- Emergency Family Travel
- Emergency Medical Evacuation
- Repatriation of Remains
- Corporate Kidnap and Ransom/Extortion
- Other General Assistance

The **Business Travel Accident Insurance** Plan provides all-risk accident protection against most types of accidents while an Insured Person is traveling on business, including when flying as a passenger (but not as a pilot or crew member) in any civilian aircraft having a current and valid Airworthiness Certificate, except aircraft owned or leased by the Port of Corpus Christi. This Plan is insured by Gerber Life Insurance Company and underwritten by A. C. Newman & Company. Coverage begins when an Insured Person leaves his or her residence or place of regular employment, whichever is last, for a business trip and continues until he or she returns to their residence or place of regular employment, whichever is first, following a business trip or he or she undertakes a personal deviation.

Travel Assistance is also available to ill/injured members when traveling on business 100+ miles from home for Domestic Travel. A list of arranged covered services include:

- Accidental Death and Dismemberment
- Emergency Medical Evacuation
- Medically Supervised Repatriation
- Repatriation of Remains
- Medical Consultation, Evaluation & Referral
- Hospital Admission Guarantee
- Critical Care Monitoring
- Prescription Assistance
- Emergency Message Transmission
- Transportation to Join Patient
- Care for Minor Children
- Emergency Trauma Counseling
- Lost Luggage/Document Assistance
- Interpreter & Legal Referrals
- Pre-trip Services

- Coma Benefit
- Criminal Assault Accident Protection
- Private Passenger Seat Belt Accident Protection
- Private Passenger Air Bag Accident Protection

In the event a loss occurs or is imminent, the Insured's primary duty is to act in every aspect as if no insurance existed and to employ reasonable means to minimize the loss and prevent further damage. For more information please contact the Risk Management Department.

Expense Reporting Oversight

The Audit Committee has general oversight over executives' fees and expenses and will require periodic audits of compliance with this policy to be conducted by an independent auditor. Written results of that audit will be presented to the Audit Committee. In addition, a report on the previous month's expenses should be provided to the Commission for review as part of the Board packet. Lastly, the Audit Committee will provide oversight of the annual budget for executive travel and business entertainment and will conduct a periodic review of the incurred expenses.

Attachment A: Corpus Christi Hooks Club-Level Suite Entertainment Guidelines

Purpose:
To provide clear guidelines for entertaining PCCA staff and outside guests using PCCA's Hooks club-level suite (herein referred to as "the suite") located at Whataburger Field.

Scope:
These guidelines apply to all PCCA employees, spouses/partners, business guests, community partners, and management involved in hosting or attending events in the suite.

Eligibility and Availability:

Entertainment in the suite is limited to PCCA staff members and their invited guests, business guests of PCCA, and PCCA community partners, as approved by management.

Each executive sponsor (herein referred to as "sponsor") will be afforded a limited number of games in the suite each season, based on PCCA's annual season ticket package. Allotment of games for each sponsor will be determined at the discretion of the Chief Executive Officer (CEO).

Attendance:

Prior to the beginning of the season, an electronic signup sheet shall be circulated within each sponsor's department to determine anticipated attendance by PCCA staff. If staff can no longer attend the scheduled event, they should notify the sponsor's executive admin as soon as possible so that tickets may be distributed to other members of their team.

Approval Process:

For events hosting business guests and/or community partners, documentation detailing the purpose, expected attendees, and expected costs must be submitted to the sponsor at least one week prior to the event.

Events in the suite must be authorized in advance by their respective sponsor. Events exceeding anticipated costs of $2,000 or more must be pre-approved at the CEO level.

Food and Beverage:

Food and beverage for the suite are catered by Aramark, LLC. Food and beverage orders must be placed in advance of the event and charged to the sponsor's Travel & Entertainment card.

The purchase of alcoholic beverages in the suite is limited to events hosting business guests and community partners ONLY.

"Add-on's" (menu items ordered *outside* of advance menu purchasing) are prohibited unless authorized in writing by the event's sponsor.

Food and beverage expenditures must be reasonable and justifiable in relation to the event's purpose.

Conduct:

Attendees – including staff, spouses/partners, business guests, and community partners – are expected to maintain a professional demeanor and good sportsmanship while associating with or representing PCCA in the suite.

All attendees should feel welcome and included. Efforts should be made to accommodate diverse needs and preferences of attendees.

The suite must be left clean and orderly following the conclusion of each event. Any damages to the suite must be reported to PCCA's Risk Management team and the event sponsor within 24 hours of the conclusion of the event.

All personal belongings shall be removed. Leftover food from catering in the suite may be taken home by PCCA staff and should be partitioned appropriately at the discretion of the host and attendees.

Safety and Security:

Staff should prioritize the safety of all attendees and be aware of the emergency protocols set forth by stadium management.

All events must comply with PCCA policies, local laws, and venue regulations.

Parking:

Complimentary parking passes are issued to PCCA staff who receive tickets to attend events in the suite. Parking passes may be limited in quantity. If PCCA staff are unable to receive a complimentary parking pass with their tickets, reimbursement of parking fees paid up to the amount of $10 will be permitted (limit one reimbursement per PCCA employee). A copy of the purchased parking pass must be included in the request for reimbursement.

Review and Acknowledgment:

These guidelines will be reviewed annually and may be amended as necessary to reflect changes in PCCA culture, legal requirements, or best practices. All PCCA employees will be required to review and acknowledge understanding of these guidelines annually, prior to the commencement of the Corpus Christi Hooks' season.

Contact Information:

For questions regarding these guidelines, please contact PCCA's Financial Planning & Analysis (FP&A) team.

ADOPT A RESOLUTION APPROVING SIX REAL ESTATE SALES CONTRACTS BETWEEN THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, AS PURCHASER, WITH VARIOUS OWNERS, AS SELLERS, AND AUTHORIZING THE EXECUTION OF THE CONTRACTS AND RELATED CLOSING DOCUMENTS RELATED TO LAND UNDER CONTRACT IN NUECES COUNTY AND APPROVING MATTERS RELATED THERETO.

WHEREAS, the Port Commission has previously determined that the acquisition of land, adjacent or accessible by road, rail, or water to the navigable waters and ports developed by the Port of Corpus Christi Authority ("***Authority***"), is necessary for the operation and development of the navigable waterways and ports within the Authority's district; and will aid in the development of navigation-related industries and businesses on the Authority's lands within Nueces and San Patricio Counties; and

WHEREAS, certain properties in Nueces County have become available for purchase and, subject to formal Port Commission approval in open session, the Authority entered into Six real estate contracts for the purpose of acquiring the lands (the "***Lands***") described in Exhibit "A" attached hereto (collectively the "***Real Estate Contracts***"); and

WHEREAS, the Port Commission desires to approve the Real Estate Contracts and authorize the Chief Executive Officer ("***CEO***") and his designees to purchase the Lands upon the terms and conditions set forth in each of the Six Real Estate Contracts without any additional action or approval by the Port Commission;

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

Section 1. The Real Estate Contracts to acquire the Lands are hereby approved.

Section 2. The CEO is hereby authorized and directed, for and on behalf of the Authority, to proceed with the purchase of the Lands upon the terms and conditions set forth in each of the Real Estate Contracts.

Section 3. The purchase price of each tract comprising the Lands shall not exceed the purchase price set forth in the applicable Real Estate Contract.

Section 4. The CEO and his designee(s) are each hereby severally authorized and directed, for and on behalf of the Authority, to execute, attest, seal, and deliver any and all real estate sales agreements, closing statements, certificates, affidavits, and other instruments necessary or appropriate to purchase the Lands described in each of the Real Estate Contracts and to do any and all other things necessary or appropriate to carry out the intent and purposes of this Resolution.

Section 5. This Resolution is hereby adopted by the Port Commission of the Port Authority at a public meeting of the Port Commission held on August 18, 2026.

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EXHIBIT "A"
To
Resolution Approving Six Real Estate Sales Contracts

1. Real Estate Sales Contract dated to be Effective on August 3, 2026, by and between the Port of Corpus Christi Authority of Nueces County, Texas, and GBC Investments, LLC, a Texas Series Limited Liability Company, acting on behalf of the following particular series of GBC Investments, LLC: 2121 Peabody Series, for the purchase of the following described land:

   2121 Peabody Ave:

   LOTS TEN (10) AND ELEVEN (11), BLOCK THIRTY (30), HILLCREST ADDITION, an addition to the City of Corpus Christi, Texas, as shown by the map or plat recorded in Volume 3, Page 3, Map Records of Nueces County, Texas and informally known as 2121 Peabody Avenue.

2. Real Estate Sales Contract dated to be Effective on August 3, 2026, by and between the Port of Corpus Christi Authority of Nueces County, Texas and GBC Investments, LLC, a Texas Series Limited Liability Company, acting on behalf of the following particular series of GBC Investments, LLC: 2121 Stillman Series for the purchase of the following described land:

   2121 Stillman Ave:

   LOTS TEN (10) AND ELEVEN (11), BLOCK ELEVEN (11), HILLCREST ADDITION, an addition to the City of Corpus Christi, Texas, as shown by the map or plat recorded in Volume 3, Page 30, Map Records of Nueces County, Texas and informally known as 2121 Stillman Avenue, Corpus Christi, Texas

3. Real Estate Sales Contract dated to be Effective on June 26, 2026, by and between the Port of Corpus Christi Authority of Nueces County, Texas and Lazaro A. Lopez for purchase of the following described two tracts of land:

   TRACT I:

   Lots Fifteen (15), Sixteen (16), and the West One Half (W. 1/2) of Lots Seventeen (17) and Eighteen (18), Block Three (3), THE HIGHLANDS ADDITION, City of Corpus Christi, Nueces County, Texas, according to the established map or plat thereof recorded in Volume 3, Page 58, Map and Plat Records of Nueces County, Texas.

   TRACT II:

   East One Half (E. 1/2) of Lots Seventeen (17) and Eighteen (18), Block Three (3), THE HIGHLANDS ADDITION, City of Corpus Christi, Nueces County, Texas, according to the established map or plat thereof recorded in Volume 3, Page 58, Map and Plat Records of Nueces County, Texas.

4. Real Estate Sales Contract dated to be Effective on August 10, 2026, by and between the Port of Corpus Christi Authority of Nueces County, Texas and Cary Dayne Vickers, Trustee for the Vickers Life Trusts for the purchase of the following described land:

1412 Stillman Ave:

LOTS 18 and 19, BLOCK 23, HILLCREST ADDITION, an addition to the City of Corpus Christi, Texas, as shown on the map or plat thereof recorded in Volume 3, Pages 29 and 30, Map or Plat Records of Nueces County, Texas, including all improvements thereon and informally known as 1412 Stillman Ave., Corpus Christi, Texas 78407, Nueces County, Texas.

5. Real Estate Sales Contract dated to be Effective on August 5, 2026, by and between the Port of Corpus Christi Authority of Nueces County, Texas and Anil Momin Construction, LLC for the purchase of the following described land:

1606 Stillman Ave:

LOTS 19, 20 and 21, BLOCK 25, HILLCREST ADDITION, an addition to the City of Corpus Christi, Texas, as shown on the map or plat thereof recorded in Volume 3, Pages 29 and 30, Map or Plat Records of Nueces County, Texas, including all improvements thereon and informally know as 1606 Stillman Ave., Corpus Christi, Texas 78407, Nueces County, Texas. and being more particularly described in that certain Warranty Deed dated July 7, 2026 from Kristen M. Escobar, a single woman to T7 HOMES, LLC., and recorded under Document #2026023840 in the Official Records of Nueces County, Texas.

6. Real Estate Sales Contract dated to be Effective August 12, 2026, by and between the Port of Corpus Christi Authority of Nueces County, Texas and Zella C. Patterson, Robin Y. Patterson Green and, Vanessa L. Patterson Ingram for the purchase of the following described land:

1502 Kennedy Ave:

LOT ELEVEN (11), BLOCK ONE (1), CITIZENS ADDITION, an Addition to the City of Corpus Christi, Nueces County, Texas, as shown by the map or plat thereof recorded in Volume A, Page 6, Map Records of Nueces County, Texas and informally known as 1502 Kennedy Ave., Corpus Christi, Texas 78407.