Notice of Meeting of the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas, on Tuesday, February 20, 2018, at 9:00 AM At the Solomon P. Ortiz International Center 402 North Harbor Drive, Corpus Christi, Texas

The updated Agenda for this meeting of the Port Commission ("Commission") of the Port of Corpus Christi Authority ("PCCA") is set forth below.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Sherry DuBois at 885-6174 at least 48 hours in advance so that appropriate arrangements can be made.

Si usted se dirige a la junta y cree que su inglés es limitado, habrá un intéprete inglés español en la reunión de la junta para ayudarle.

Members of the audience will be provided an opportunity to address the Port Commission. Please speak into the microphone located at the podium and state your name and address. Your presentation will be limited to three minutes.

PUBLIC NOTICE is given that the Commission may go into executive session at any time during the meeting to discuss matters listed on the agenda when authorized to do so by the provisions of Section 418.183 or Chapter 551 of the Texas Government Code. 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.

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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 of the January 16, January 31 and February 6, 2018 Commission meetings.
January 16, 2018 - Minutes
January 31, 2018 - Minutes
February 6, 2018 - Minutes

7. Public Comment (Each speaker is limited to 3 minutes.)

8. Standing Committee Reports

8.a. Receive report from Audit Committee.

8.b. Receive report from Long-Range Planning Committee.

8.c. Receive report from Office Building Committee.

8.d. Receive report from Security Committee.

8.e. Receive report from Capital Finance Committee.

9. Presentations

9.a. Introduction of PCCA Spring Semester Interns.

9.b. Receive update from Cheniere.
Cheniere -Presentation

9.c. Receive update from Dell Richardson & Associates on the Hillcrest Voluntary Relocation Project.
DRA -Presentation

9.d. Receive presentation on Hurricane Harvey After Action Report and Improvement Plan from PCCA's Manager of Emergency Management.
Harvey After Action - Presentation

10. Open Agenda

10.a. Reappointment of members of the Office Building Committee.

10.b. Approve a Resolution of Appreciation in memory of Joe R. Fulton, past Port Commissioner and Chairman.
Joe Fulton - Resolution

10.c. Approve a Resolution Requesting the 86th Texas Legislature to Restore Funding to Texas Commission on Environmental Quality for Air Quality Monitoring and Mitigation Programs for Near Non-Attainment Communities.
Rider Funding Resolution - Memo
Rider Funding - Resolution

10.d. Approve Development Services Agreement with Texas A&M – Pollution Prevention Partnership in an Amount of $40,675.
P3 Stop Gap Funding - Memo
P3 Stop Gap Funding - Agreement

10.e. Award a Construction Contract in the Amount of $506,778.35 to JE Construction Services, LLC, the Lowest and Best Bidder Based on Bids Received February 7, 2018, for the New Access Road to Good Hope Dredge Material Placement Area Project.
Good Hope Access Rd - Memo
Good Hope Access Rd - Exhibit
Good Hope Access Rd - Bid Tab

10.f. Amendment to Tariff 100-A, Section V (Loading, Unloading and Wharfage Rates), to add new Item 509 (Barite in Bags or Super Sacks) and Item 511 (Cement in Bags or Super Sacks).
Tariff Items - Memo

10.g. Approve PCCA 4th Quarter Investment Report.
Investment Report

10.h. Approve Engagement of Collier, Johnson & Woods, P.C. for PCCA's 2017 Financial Audit.
Collier Johnson & Woods - Engagement Letter
Collier Johnson & Woods - Planning Letter

10.i. Approve Lease Option Agreement with Vopak North America Inc. for 64.51-Acre Tract for Development of a Marine Terminal Facility at La Quinta.

10.j. Approve an Increase in Contingency in the amount of $605,000 and a Change Order with J.M. Davidson, Ltd in the Amount of $580,000 associated with the Construction of the Bulk Liquid Handling Facilities at Bulk Terminal Dock 3.
BD3 CO - Memo

BD3 CO - Change Order

11. Consent Agenda - *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. Authorize Additional Purchase of Lighting Retrofit Supplies and Services for the Ortiz Center from Facility Solutions Group Through Existing Co-Op Contract Under the State of Texas BuyBoard Cooperative Program in the Amount of $28,940.
Ortiz Lighting - Memo

11.b. Approve an Amendment to Increase a Professional Engineering Services Contract with Bath Group, Inc. in the Amount of $35,000 for Engineering Services Associated with Electrical Upgrades at Public Oil Docks 1 through 5, 7, 11, and 12.
Bath Amend - Memo
Bath Amend - Amendment

11.c. Approve an Amendment to Increase a Professional Consulting Services Contract with 360Factors EHS Consulting Services, Inc. in the Amount of $31,000 for Additional Work Associated with Sediment Testing of Dredge Material for the Construction of the Corpus Christi Ship Channel – Channel Improvement Project.
360Factors - Memo
360Factors - Amendment

11.d. Approve an Increase in Contingency in the Amount of $165,000 and a Change Order with Haas-Anderson Construction Ltd. in the Amount of $75,557.77 for the Rincon West Storage Area Development Project Associated with Relocating Onsite Soil and Providing up to 3,436 Cubic Yards of Structural Fill.
Rincon West CO - Memo
Rincon West CO - Exhibit
Rincon West CO - Change Order

11.e. Authorization for Solicitation by Request for Competitive Sealed Proposals for Maritime Vessel Traffic Information System (VTIS).
VTIS Authorization - Memo

11.f. Authorize an Agreement with G2, Inc. under GSA GS-35F-0660N for implementation of National Institute of Standards and Technology Cybersecurity Framework funded by FEMA Port Security Grant Program in the amount of $120,000.

Cybersecurity - Memo
Cybersecurity - Proposal

11.g. Approve purchase of Cisco Networking Equipment from Computer Solutions in the amount of $249,577.05 through Texas DIR DIR-TSO-2542 for the upgrade of the Security network.
Security Network Upgrade - Memo
Security Network Upgrade - Quote

11.h. Approve an Easement and Right of Way Agreement with AEP Texas, Inc. for Relocation of an Electrical Distribution Line Located at the Bulk Terminal, Nueces County, Texas.
AEP Easement@BT - Memo
AEP Easement@BT - Exhibit
AEP Easement@BT - Easement

11.i. Approve an Amendment of Lease with the City of Port Aransas to extend the 50.73-acre Marina Lease located in Port Aransas, Nueces County, Texas to March 31, 2018.
Port A Marina - Memo
Port A Marina - Exhibit
Port A Marine - Lease

11.j. Approve a Pipeline Easement Agreement with Maverick Terminals Corpus, LLC for a 43' by 10' Surface Site and Two 12" Pipeline and One 1" Fiber Optic Line, Located East of the Bulk Liquid Handling Facility at Bulk Terminal Dock 3, Nueces County, Texas.
Maverick BD 3 Easement - Memo
Maverick BD 3 Easement - Exhibit
Maverick BD 3 Easement - Summary
Maverick BD 3 Easement - Easement Agreement

11.k. Approve purchase of Compact Excavator from H&V Equipment Services using Government pricing from the State of Texas Buy Board Cooperative Program.
Compact Excavator - Memo

11.l. Approve First Amendment to Consulting Services Contract with SMART Development for 2018.
SMART - Memo
SMART - Amendment

11.m. Approve a Restated Pipeline Relocation Agreement by and between EOG Resources, Inc., Maverick Terminals Corpus, LLC and the Port of Corpus Christi Authority for the Relocation of an Existing EOG Pipeline Located on the Maverick Terminal Corpus, LLC Leased Premises, Nueces County,

Texas.
EOG Pipeline Restated Relocation - Memo
EOG Pipeline Restated Relocation - Exhibit
EOG Pipeline Restated Relocation - Agreement

11.n. Approve Consulting Services Contract with Del Carmen Consulting, Inc.
Del Carmen - Memo
Del Carmen - Agreement

11.o. Adopt Resolution approving Interlocal Agreement between the Port of Corpus Christi Authority and Region VIII Education Service Center for cooperative purchasing services through Interlocal Purchasing System (TIPS) Program.
TIPS - Memo
TIPS - Resolution
TIPS - Agreement

11.p. Approve a Utility Easement Agreement with Maverick Terminals Corpus, LLC for a 10" Waterline and 2" Gas Pipeline for service to Maverick Terminals 40.79 acre Facility Located East of the Bulk Terminal, Nueces County, Texas.
Maverick Utility Easement - Memo
Maverick Uitility Easement - Exhibit
Maverick Uitility Easement - Easement

11.q. Approve a Pipeline Easement Agreement – Part II with POTAC, LLC for Eight (8) Pipelines Crossing the South Shore Dredge Material Placement Area (Cell C) Together with a 0.07 Acre Surface Site and 0.25 Acre Dock Platform Site Situated at Public Oil Dock 14.
POTAC Easement Part - Memo
POTAC Easement Part - Exhibit
POTAC Easement Part - Summary
POTAC Easement Part - Easement

12. Executive Director, Chief Executive Officer and Commissioners' Comments

12.a. Receive Executive Director and Chief Executive Officer's Reports on upcoming community events, PCCA events and the activities of the following PCCA departments during the preceding month: business development, community relations, communications, government affairs, operations, engineering services, accounting, security, and human resources.

12.b. Receive Commission comments on any of the agenda items for this meeting, the Port's activities during the preceding month, upcoming PCCA events, and suggestions for future agenda items.

13. Recess Open Meeting and Convene Executive Session - *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. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate leasing PCCA real property in San Patricio County.

13.b. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate leasing PCCA real property on the north side of the Inner Harbor.

13.c. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate purchasing real property in San Patricio County.

13.d. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate purchasing real property in Nueces County.

13.e. The Port Commission will go into executive session pursuant to §551.071 and §551.072 of the Texas Government to deliberate the value and leasing of real property in the vicinity of the La Quinta Channel and to receive legal advice concerning land use restrictions on adjacent real property.

14. Reconvene in Open Session

14.a. Authorize the Chief Executive Officer or his designee to purchase real property in Nueces County.

15. Adjourn

OFFICIAL MINUTES OF PORT COMMISSION MEETING
JANUARY 16, 2018

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas, on Tuesday, January 16, 2018 at 9:00 a.m., for the regular monthly meeting of the Port Commission.

Present:
Mr. Charles Zahn
Mr. Wayne Squires
Ms. Barbara Canales
Mr. David P. Engel
Mr. Richard Valls
Mr. Richard L. Bowers
Mr. Wes Hoskins

Present:
Mr. John P. LaRue
Mr. Sean Strawbridge
Mr. Dennis DeVries
Mr. Jarl Pedersen
Mr. Kent Britton
Mr. Darrin Aldrich
Ms. Patricia Cardenas
Ms. Rosie Collin
Mr. Russell Cordo
Mr. Tyler Fuhrken
Ms. Sarah Garza
Mr. David Krams
Mr. Ruben Medina
Ms. Sandra Terrell-Davis
Ms. Nelda Olivo
Mr. Gilbert Acevedo
Ms. Lynn Angerstein
Mr. Eric Battersby
Mr. Bland Chamberlain
Ms. Audre Debler
Ms. Sherry DuBois
Mr. Sam Esquivel
Mr. Brett Flint
Ms. Natasha Fudge
Mr. James Haley
Mr. T.J. Gonzalez
Mr. Erin Hall
Ms. Donna James-Spruce
Mr. Dan Koesema

Ms. Sonya Lopez
Mr. Dave Michaelsen
Ms. Leslie Ruta
Mr. David Villarreal
Mr. Bennie Benavides
Ms. Sandy Escobar
Ms. Jennifer Powell
Mr. Jesse Samu
Ms. Pamela Mota

Others Present: Mr. Leo J. Welder, Jr.
Mr. Dane Bruun

Others Present: Mr. Bob Paulison
Port Industries
Mr. Robert Morris
Mr. Brad Smith
Security Title
Mr. Craig Illnusy
Wood
Mr. Terry Arnold
Consultant
Mr. Joe Guzman
South Texas Military Facilities Task Force
Mr. Jeff Pollack
CC Metropolitan Planning Org
Mr. Tom Moore
Consultant
Mr. Xavier Valverde, Sr.
G&H Towing
Mr. Ronald Berglund
Robstown Improvement Development Corp.
Ms. Sue Zimmermann
Consultant
Capt. Hahn
Mr. Jason Smith
Mr. Joe Anthony
Cmdr. Picket
US Coast Guard
Mr. Kyle McElroy
Mr. Dan McCry
Mott MacDonald
Capt. Mike Kershaw
Consultant
Mr. Roger TenNapel
Flint Hills Resources

Mr. Scott Harris
LAN, Inc.
Mr. William Goldston
ALEL
Mr. Joelle Francois
Mr. Jeff McKenny
AECOM
Capt. Jay Rivera
Aransas-CC Pilots
Mr. Gabriel Ramirez
City of Corpus Christi
Ms. Darcy Schroeder
Valero
Mr. Foster Edwards
San Patricio EDC

1. Meeting called to order.

2. Safety briefing presented.

3. Pledge of Allegiance recited.

4. Invocation given.

5. Conflict of Interest Affidavits: Mr. Engel submitted an affidavit for agenda item 16b and any other agenda items pertaining to M&G, stating he would abstain from considering or voting on these items because his son is employed by the firm representing M&G in their bankruptcy proceedings.

6. Minutes.

6a. ***Action:*** On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved the minutes of the November 30, December 6 and December 12, 2017 Commission meetings in the form presented to the meeting.

7. Administer Oath of Office to Port Commissioners and Elect Officers for 2018:

Oath: Nueces County Judge Loyd Neal administered the Oath of Office to Port Commissioners Charlie Zahn, Richard Bowers, and Wayne Squires.

Elections: The Commission then proceeded to the election of officers for 2018. Mr. Engel nominated Charlie Zahn as Chair of the Commission. Mr. Valls nominated Wayne Squires as Vice Chair and Barbara Canales as Secretary of the Commission. There being no other nominations, Charlie Zahn, was elected Chair, Wayne Squires was elected Vice Chair, and Barbara Canales was elected Secretary of the Commission for 2018 by acclamation.

8. Standing and Special Commission Committee Appointments:

Mr. Zahn then appointed the Chairpersons and Members of each of the following standing and special Port Commission Committees:

1) **Audit Committee: (*a standing committee)***
   David Engel – Chair
   Barbara Canales
   Wayne Squires

2) **Capital Finance Committee: *(a special committee)***
   Wes Hoskins – Chair
   Wayne Squires
   David Engel

3) **Long-Range Planning Committee: *(a standing committee)***
   Wayne Squires – Chair
   Rick Valls
   Richard Bowers

4) **Office Building Committee: *(a special committee)***
   Richard Bowers – Chair
   Rick Valls
   Wayne Squires

5) **Security Committee: *(a standing committee)***
   Rick Valls – Chair
   Wayne Squires
   Richard Bowers

9. Governing Boards and Committees of Outside Organizations

Mr. Zahn then appointed PCCA's representatives on the governing bodies of the following outside organizations:

1) **Coastal Bend Bays and Estuaries Program:** Richard Bowers
2) **Corpus Christi Regional Economic Development Corporation:** Rick Valls and Wayne Squires
3) **Corpus Christi United Chamber of Commerce:** Barbara Canales
4) **Robstown Area Development Corporation:** Barbara Canales
5) **San Patricio County Economic Development Corporation:** Wes Hoskins
6) **South Texas Military Facilities Task Force:** Barbara Canales

10. Public Comments: Mr. Danny Wendland briefed the Commission on drainage issues he was experiencing on property adjacent to PCCA land.

11. Standing Committee Reports:

11a. Audit Committee Report: The Chairman of the committee reported that the committee had not met since the last regular Commission meeting, and Capt. Tony Hawn reported on the handling of the fire aboard Bouchard Barge #255.

11b. Long-Range Planning Committee Report: The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.

11c. Office Building Committee: The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.

11d. Security Committee: The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.

11e. Capital Finance Committee: The Chairman of the committee reported that the committee had not met since the last regular Commission meeting.

12. Presentations: There were no presentations.

13. Open Session Agenda:

13a. *Resolution for Raymond Cantu:*

Action: On motion made by Ms. Canales and seconded by Mr. Valls, the Commission adopted the following resolution:

RESOLUTION OF APPRECIATION FOR RAYMOND "RAY" CANTU

WHEREAS, for 33 years, Raymond has worked diligently and conscientiously for the Port of Corpus Christi Authority for the Grain Elevator and Maintenance Department; and

WHEREAS, on December 11th 1984, Ray was hired as a Laborer at the Grain Elevator for 8 years; and

WHEREAS, On February 5th 1993, Ray was transferred to the Maintenance Department as a Maintenance Worker; and

WHEREAS, On March 11th 1996, Ray was promoted to Senior Maintenance Worker. Soon after being promoted Ray became a certified Welder by the American Welding Society; and

WHEREAS, Ray is known as being very quiet, family orientated and reserved and is never afraid to speak his mind. He has worked for a total of nearly 25 years at the Maintenance department; and

WHEREAS, Ray worked diligently to successfully perform the duties required of each area of responsibility; and

WHEREAS, Ray has performed such duties with integrity, self-esteem, dedication and candor; and

NOW THEREFORE BE IT RESOLVED, upon his retirement, effective January 22nd 2018, the Port Commission of the Port of Corpus Christi Authority, for itself and on behalf of the Port staff and the Port community as a whole expresses its sincere gratitude and appreciation for the decades of services that Raymond Cantu has given to the Port of Corpus Christi Authority, the citizens of the Coastal Bend, and to the maritime industry; and

BE IT FURTHER RESOLVED, this resolution be made a part of the permanent minutes of this Port Commission meeting, January 16th 2018 and that a signed original of this Resolution be furnished to Raymond Cantu and presented to Raymond, his spouse, Diane, their two sons, Adrian Cantu and Daniel Cantu and daughter Rebecca Cantu.

13b. ***Resolution for Corpus Christi Port Readiness Committee:*** On motion made by Mr. Valls and seconded by Ms. Canales, the Commission adopted the following resolution:

Resolution of Appreciation for the
Corpus Christi Port Readiness Committee

WHEREAS, the Corpus Christi Port Readiness Committee (PRC) is comprised of individuals from federal, state, and local governments, as well as private industry and rail, including the U.S. Army Corps of Engineers, Military Surface Deployment and Distribution Command, 842nd Transportation Battalion, U.S. Maritime Administration, Military Sealift Command, U.S. Coast Guard, Transportation Security Administration, Texas Department of Public Safety, Texas Department of Parks & Wildlife; Corpus Christi Police Department, and Port of Corpus Christi Police & Security Department. The PRC is recognized for exceptional public service from December 2016 through December 2017, while ensuring the safety and security of numerous military equipment outloads within the Port of Corpus Christi.

WHEREAS, the PRC displayed exceptional planning, preparedness and organization while spearheading the vast coordination and readiness efforts for twelve military equipment outload operations within the Port of Corpus Christi. The PRC was tremendously successful in coordinating the participation of federal, state, and local tactical surface, air, dive and K-9 resources to ensure safe and secure vessel, and pier side, operations - cargo transportation, staging, loading, stowage, vessel transits and shipboard safety systems.

WHEREAS, these critical military equipment outloads supported Operation Inherent Resolve, the fight against ISIS, as well as, Operation Atlantic Resolve's mission to reassure European allies in light of Russia's invasion of Ukraine.

WHEREAS, in preparation for these operations, an Incident Action Plan (IAP) using the Incident Command System (ICS) was jointly developed by the unified efforts of all members of the PRC. PRC members executed maritime safety and security measures which included vessel escorts, over flights, fixed and moving security zones, facility security sweeps, underwater pier sweeps, harbor patrols, etc. In total, nearly 10,000 pieces of vital military equipment transited the Port of Corpus Christi. The collaboration and superb cooperation, adaptability and flexibility displayed during these operations illustrates the power of teamwork and the benefits of port partnerships.

NOW THEREFORE BE IT RESOLVED that the Port Commission of the Port of Corpus Christi Authority, for itself and on behalf of Port staff and the Port community as a whole, expresses its sincere appreciation to the members of the PRC, who through their dedication and devotion to duty have contributed to the efforts of our armed forces and allies through their support of Department of Defense overseas contingency operations and their combatant commanders.

13c. ***Construction Contract for the Rincon B Mitigation Project:*** Staff recommended the award of a construction contract to Derrick Construction Company, Inc. in the amount of $392,788.00 for the Rincon B Mitigation project. Staff further recommended that the Director of Engineering Services be granted an 8% contingency ($31,423.04) in accordance with the PCCA's standard contingency guidelines for marine construction projects.

Action: On motion made by Mr. Valls and seconded by Mr. Engel, the Commission approved Staff's recommendation.

13d. ***Change Order Associated with Construction of Bulk Liquid Handling Facilities at Bulk Terminal Dock 3.:*** The Commission previously awarded a construction contract to JM Davidson, Ltd. in the amount of $6,621,987 for the construction of petroleum liquids and vapor handling facilities at Bulk Terminal Dock 3, along with a 4% contingency. Staff recommended approval of an increase in contingency in the amount of $250,000 and a Change Order to the Davidson construction contract in the amount of $258,866.88 for the changes to the contract described in Staff's recommendation given the Commission at the meeting.

Action: On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved Staff's recommendation.

14. Consent Agenda: Chairman Zahn reported that Staff had requested that no action be taken on Consent Agenda Item 14g at this meeting, and individual Commissioners requested that Consent Agenda Items 14d, 14h, and 14o be considered separately. Then Mr. Engel moved the approval of the remaining 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. Squires seconded the motion and the motion passed without objection.

14a. By approval of the Consent Agenda Motion, the Commission adopted the following Resolution changing the PCCA officers authorized to act on behalf of PCCA in connection with the Hillcrest neighborhood acquisition plan and relocation program:

RESOLUTION CHANGING THE OFFICERS OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS ("*PORT AUTHORITY*"), AUTHORIZED TO ACT ON BEHALF OF THE PORT AUTHORITY IN CONNECTION WITH THE NEIGHBORHOOD ACQUISITION PLAN AND RELOCATION PROGRAM UNDER THE FOUR PARTY AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION ("*TXDOT*"), THE PORT AUTHORITY, THE CITY OF CORPUS CHRISTI, TEXAS ("*CITY*"), AND THE CORPUS CHRISTI HOUSING AUTHORITY ("*HOUSING AUTHORITY*") CONCERNING THE HARBOR BRIDGE REPLACEMENT PROJECT

WHEREAS, TxDOT, the Port Authority, the City, and the Housing Authority entered into a Four Party Agreement ("*Four Party Agreement*") that allocates responsibility among the parties for implementing certain Title VI mitigation actions in those parts of the Hillcrest and Washington-Coles neighborhoods in Corpus Christi, Texas, north of I-37 and west of the proposed route of the new Harbor Bridge (collectively, the "*Neighborhood*"); and

WHEREAS, under the terms of the Four Party Agreement the Port Authority has agreed (1) to offer to purchase all of the residential and business property in the Neighborhood pursuant to the terms of the Neighborhood Acquisition Plan described in Exhibit C to the Four Party Agreement (the "*Neighborhood Acquisition Plan*"), and (2) to provide relocation benefits to displaced owners, tenants and businesses pursuant to the terms of the Relocation Program described in Exhibit C (the "*Relocation Program*"), all at a cost not to exceed $20 million; and

WHEREAS, under the terms of the Four Party Agreement the Port Authority also agreed to offer to buy restrictive covenants on the owner occupied residential property in the Neighborhood pursuant to the terms of the Voluntary Restrictive Covenant Program described in Exhibit C to the Four Party Agreement; and

WHEREAS, the Port Commission adopted a resolution on December 15, 2015 (the "*2015 Resolution*"), authorizing the Executive Director, the Chief Operating Officer, and the Chief Commercial Officer (the "*Authorized Officers*") of the Port Authority to execute, attest, seal, and deliver any and all agreements, certificates, documents, or other papers and to do any and all other things necessary or appropriate to carry out the carry out the Port Authority's obligations under the Four Party Agreement; and

WHEREAS, the Port Commission wishes to change the officers of the Port Authority authorized to act on behalf of the Port Authority in connection with the implementation of the Neighborhood Acquisition Plan and Relocation Program;

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

Sections 5, 6, 7, and 8 of the 2015 Resolution are hereby amended in their entirety to read as follows:

Section 5. In connection with the acquisition of real property and real property interests under the Neighborhood Acquisition Plan described in the Four Party Agreement, the Executive Director, the Chief Executive Officer, and the Chief Financial Officer are each hereby severally authorized and directed, for and on behalf of the Port Authority, to execute and deliver any and all agreements and instruments necessary or appropriate to purchase or to offer to purchase the real property and real property interests the Port Authority is purchasing or offering to purchase under that program.

Section 6. In connection with the acquisition of restrictive covenants and options to purchase real property under the Voluntary Restrictive Covenant Program described in the Four Party Agreement, the Executive Director, the Chief Executive Officer, and the Chief Financial Officer are each hereby severally authorized and directed, for and on behalf of the Port Authority, to execute and deliver any and all agreements and instruments necessary or appropriate to purchase or to offer to purchase the restrictive covenants and options the Port Authority is purchasing or offering to purchase under that program.

Section 7. In connection with funding any moving and relocation expenses under the Relocation Program described in the Four Party Agreement, the Executive Director, the Chief Executive Officer, and the Chief Financial Officer are each hereby severally authorized and directed, for and on behalf of the Port Authority, to execute and deliver any and all agreements and instruments necessary or appropriate to carry out the Port Authority's obligations under that program.

Section 8. The Executive Director, the Chief Executive Officer, and the Chief Financial Officer are each hereby severally authorized and directed, for and on behalf of the Port Authority, to execute, attest, seal, and deliver any and all additional certificates, documents, or other papers and to do any and all other things necessary or appropriate to carry out the intent and purposes of this Resolution.

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 January 16, 2018.

14b. By approval of the Consent Agenda Motion, the Commission approved a Consulting Services Contract Amendment to conduct additional soil sampling and

analysis associated with the Baseline Environmental Site Assessment of the Maverick Terminals Lease site, in the amount of $9,600.

14c. By approval of the Consent Agenda Motion, the Commission approved a Second Amendment and Supplement of Professional Engineering Services Contract for an amount of $27,273 with Lockwood, Andrews & Newnam, Inc. for limited engineering services for Storm Water Quality Improvements Project at the Bulk Terminal.

14d. Mr. Valls moved the approval, in the form presented to the meeting, of Service Order No. 7 in the amount of $32,800 with Tricord Consulting, LLC, under Professional Services Master Agreement No. 07-16, for environmental consulting services to prepare an air permit amendment at Bulk Dock 3 for future expansion. Mr. Squires seconded the motion and the motion passed.

14e. By approval of the Consent Agenda Motion, the Commission approved Service Order No. 8 in the amount of $35,000 with Tricord Consulting, LLC, under Professional Services Master Agreement No. 07-16, for environmental consulting services to prepare an air permit amendment application for the Bulk Terminal.

14f. By approval of the Consent Agenda Motion, the Commission approved Project Change Order 001 to the Master SAAS Subscription and Services Terms and Conditions Agreement with Intelex Technologies Inc. in the amount of $7,300 for enhancements to Phase I configuration.

14g. No action was taken on a proposal to authorized the additional purchase of lighting retrofit supplies and services for the Ortiz Center from Facility Solutions Group through existing Co-op Contract under the State of Texas BuyBoard Cooperative Program in the amount of $18,800.

14h. Staff informed the Commission that a request for qualifications would be issued soon for a design-build contract for the new North Bank Cargo Dock. Staff explained that no more than five of the design-build teams would be invited to submit proposals for the design-build contract. Under the Water Code, PCCA is required to pay each unsuccessful design-build firm that submits a proposal a stipulated amount of up to one-half of one percent of the final contract price for any reasonable costs incurred in preparing its proposal. Staff recommended that a stipulated amount of $30,000 be paid to each unsuccessful design-build firm that submits a proposal. Mr. Engel moved the approval of a Staff proposal with the understanding that no more than $120,000 would be paid to the unsuccess firms. Ms. Canales seconded the motion and the motion passed.

14i. By approval of the Consent Agenda Motion, the Commission approved a Deductive Change Order in the amount of ($72,580) with H & S Constructors, Inc. for the fire pressurization upgrades at Oil Docks 1, 2 & 15 Project.

14j. By approval of the Consent Agenda Motion, the Commission approved an Easement and Right of Way Agreement with AEP Texas, Inc. for electric service to Maverick Terminals Corpus, LLC, 41-acre terminal site located on the south side of Joe Fulton Corridor and the easterly side of the Bulk Terminal, Nueces County, Texas.

14k. By approval of the Consent Agenda Motion, the Commission approved a Pipeline Relocation Agreement by and between EOG Resources, Inc., Maverick Terminals Corpus, LLC and the Port of Corpus Christi Authority for the relocation of an existing EOG pipeline located on the south side of the Joe Fulton International Corridor to the north side of the Joe Fulton International Corridor, Nueces County, Texas.

14l. Staff submitted a list of surplus and salvage personal property to the Commission. By approval of the Consent Agenda Motion, the Commission authorized the disposition of this PCCA surplus personal property by auction and the disposal of any salvage personal property on the list.

14m. Staff recommended the purchase of the eight vehicles listed in Staff's letter presented to the Commission. By approval of the Consent Agenda Motion, the Commission approved the purchase of these vehicles using Government pricing from the State of Texas BuyBoard Cooperative Program.

14n. By approval of the Consent Agenda Motion, the Commission approved the purchase of five (5) copiers from Ricoh USA, Inc. using Government pricing from the State of Texas Cooperative Program in the amount of $60,188.40

14o. Amendment No. 1 to PCCA's Professional Engineering Services Contract with Cardno, Inc., for additional services related to the procurement of a new crane for Bulk Dock 1 for an amount of $42,548 was presented to the Commission for approval. After discussion, Mr. Bowers moved that this item be tabled. Mr. Valls seconded the motion and the motion passed.

14p. By approval of the Consent Agenda Motion, the Commission approved a Master Services Agreement and Service Order No. 1 in the amount of $79,600 with Lanier & Associates Consulting Engineers, Inc. for engineering services associated with new Oil Dock 20.

14q. Staff requested proposals from qualified professional consultants for FEMA Public Assistance Program Grant Management Services. The evaluation committee determined that Tetra Tech's proposal provided the best value to PCCA. By approval of the Consent Agenda Motion, the Commission agreed with Staff's determination and approved a $100,000 Consulting Services Contract with Tetra Tech, Inc., in the form presented to the meeting, for FEMA Public Assistance Program Grant Management Services in connection with Project #17-522A.

14r. By approval of the Consent Agenda Motion, the Commission approved a Development Services Agreement with South Texas Military Facilities Task Force for 2018 in the amount of $75,000.

14s. By approval of the Consent Agenda Motion, the Commission approved a Pipeline Easement Agreement with POTAC, LLC for nine (9) pipelines crossing the Tule Lake Channel and the South Shore Dredge Material Placement Area (Cell C) together with a 200' x 300' surface site situated along the east side of Mike Carrell Road.

15. Executive Director Report, Chief Executive Officer, and Commissioners' Comments:

15a. The Executive Director and Chief Executive Officer submitted their reports on upcoming community events, PCCA events and activities of the following PCCA departments during the preceding month – Safety, Community Relations, Communications, Government Affairs, Business Development, Foreign Trade Zone, Ortiz Center, Human Resources, Security, Operations, Engineering Services, Finance, Real Estate, and Environmental.

15b. Mr. Zahn then asked for comments from the Commissioners.

16. Recess Open Session and Convene Executive Session: At 10:33 a.m., Mr. Zahn announced the Commission would go into executive session pursuant to §551.071, §551.072 and §551.074, of the Texas Government Code to deliberate agenda items 16a, 16b, 16c, 16d, and 16e, which were described in the agenda of the meeting as follows:

16a. The Port Commission will go into executive session pursuant to §551.074 and §551.072 of the Texas Government Code to deliberate the performance of the Executive Director and the Deputy Executive Director/Chief Operating Officer.

16b. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate acquiring real property in Nueces County.

16c. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate leasing PCCA real property on the north side of the Inner Harbor.

16d. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA counsel regarding Port of Corpus Christi Authority v. Sherwin Alumina Company LLC et al.

16e. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA counsel regarding the condemnation of certain real property in Nueces County.

17. **Reconvene Open Session:** The Chairman reconvened the meeting in open session at 1:20 p.m. to consider agenda items 17a, 17b, 17c and 17d.

17a. ***M&G Waters and M&G Resins bankruptcies:*** On motion made by Mr. Valls and seconded by Mr. Squires, the Commission authorized Staff to submit a proposal for assets in the M&G Waters and M&G Resins bankruptcies. Mr. Engel abstained from voting on this item.

17b. ***Year-end bonuses for Executive Director and Deputy Executive Director/Chief Operating Officer:*** On motion made by Mr. Engel and seconded by Mr. Valls, the Commission awarded (1) a year-end bonus to the Executive Director for 2017in an amount equal to 100% of the maximum bonus payable to him under his employment contract for 2017, and (2) a year-end bonus to the Deputy Executive Director/Chief Operating Officer for 2017 in an amount equal to 100% of the maximum bonus payable to him under his employment contract for 2017.

17c. ***First Amendment to Contract with Nova Infrastructure, LLC:*** On motion made by Ms. Canales and seconded by Mr. Hoskins, the Commission approved the First Amendment to the Consulting Services Contract with Nova Infrastructure, LLC, subject to City Council approval of the Interlocal Agreement described in the next agenda item and subject to the proposed fee structure chosen by the City Council. Mr. Engel abstained from voting on this item.

17d. ***Interlocal Agreement with City of Corpus Christi regarding Desalination Plant:*** On motion made by Mr. Valls and seconded by Mr. Hoskins, the Commission approved an Interlocal Agreement with the City of Corpus Christi regarding the evaluation of M&G's Desalination Plant, subject to City Council approval of the Interlocal Agreement and subject to the proposed fee structure chosen by the City Council. Mr. Engel abstained from voting on this item.

18. **Adjourn:** On motion duly made and seconded, the meeting was adjourned at 1:23 p.m.

OFFICIAL MINUTES OF PORT COMMISSION MEETING
January 31, 2018

The Port Commissioners of the Port of Corpus Christi Authority convened at the Ruben Bonilla Center for Global Trade, located at 222 Power Street, Corpus Christi, Texas, on Wednesday, January 31, 2018, at 9:00 a.m., for a special called meeting of the Port Commission.

Present:	Mr. Charles Zahn Mr. Wayne Squires Ms. Barbara Canales Mr. David P. Engel Mr. Richard Valls Mr. Richard L. Bowers
Absent:	Mr. Wes Hoskins
Present:	Mr. John P. LaRue Mr. Sean Strawbridge Mr. Dennis DeVries Mr. Jarl Pedersen Mr. Kent Britton Ms. Patricia Cardenas Ms. Rosie Collin Ms. Sarah Garza Mr. David Krams Mr. Tom Mylett Ms. Lynn Angerstein Ms. Sherry DuBois
Others Present:	Mr. Leo J. Welder, Jr. Mr. Dane Bruun
Others Present:	Ms. Darcy Schroeder Valero

1. Chairman Zahn called the meeting to order.

2. The Commission and audience received a safety briefing.

3. Chairman Zahn asked for Conflict of Interest Affidavits. None were received.

4. **Recess Open Session and Convene Executive Session:** At 9:03 a.m., Mr. Zahn announced the Commission would go into executive session pursuant to §551.072 of the Texas Government Code to deliberate item 4a, which was described in the agenda of the meeting as follows:

4a. The Commission will go into executive session pursuant to §55.072 of the Texas Government Code to deliberate purchasing real property in Corpus Christi, Texas.

5. Reconvene Open Meeting: The Chairman reconvened the meeting in open session at 10:37 a.m. to consider agenda item 5a.

5a. ***Purchase of real property in Corpus Christi, Texas:***

Action: No action was taken on this item

6. Adjourn: On motion duly made and seconded, the meeting was adjourned at 10:38 a.m.

OFFICIAL MINUTES OF PORT COMMISSION MEETING
February 6, 2018

The Port Commissioners of the Port of Corpus Christi Authority convened at the Ruben Bonilla Center for Global Trade, located at 222 Power Street, Corpus Christi, Texas, on Tuesday, February 6, 2018, at 8:00 a.m., for a special called meeting of the Port Commission.

Present:	Mr. Charles Zahn Mr. Wayne Squires Ms. Barbara Canales Mr. David P. Engel Mr. Richard Valls Mr. Richard L. Bowers
Absent:	Mr. Wes Hoskins
Present:	Mr. John P. LaRue Mr. Sean Strawbridge Mr. Dennis DeVries Mr. Jarl Pedersen Mr. Kent Britton Ms. Sarah Garza Mr. Eric Battersby Mr. Tom Mylett
Others Present:	Mr. Leo J. Welder, Jr. Mr. Dane Bruun

1. Chairman Zahn called the meeting to order.

2. The Commission and audience received a safety briefing.

3. Chairman Zahn asked for Conflict of Interest Affidavits. None were received.

4. Open Session Agenda:

4a. ***Amendment No. 1 to Professional Engineering Services Contract with Cardno, Inc.***

Action: On motion duly made and seconded, the Commission approved Amendment No. 1 to PCCA's Professional Engineering Services Contract with Cardno, Inc. The amendment is for additional consulting services related to the procurement of a new crane for Bulk Dock 1, and it increases the contract price by $42,548.

5. **Recess Open Session and Convene Executive Session:** At 8:03 a.m., Mr. Zahn announced the Commission would go into executive session pursuant to §551.072 of the Texas Government Code to deliberate item 5a, which was described in the agenda of the meeting as follows:

5a.. The Commission will go into executive session pursuant to §55.072 of the Texas Government Code to deliberate purchasing real property in Corpus Christi, Texas.

6. **Reconvene Open Meeting:** The Chairman reconvened the meeting in open session at 8:50 a.m. to consider agenda item 6a.

6a. ***Purchase of real property in Corpus Christi, Texas.***

Action: The Commission did not take action on this agenda item to approve the purchase of real property in Corpus Christi, Texas.

7. **Adjourn:** On motion duly made and seconded, the meeting was adjourned at 8:51 a.m.

CHENIERE ENERGY, INC.

Corpus Christi Liquefaction Project Update

February 20, 2018



Stages 1 & 2





Stage 3



27

Stage 4



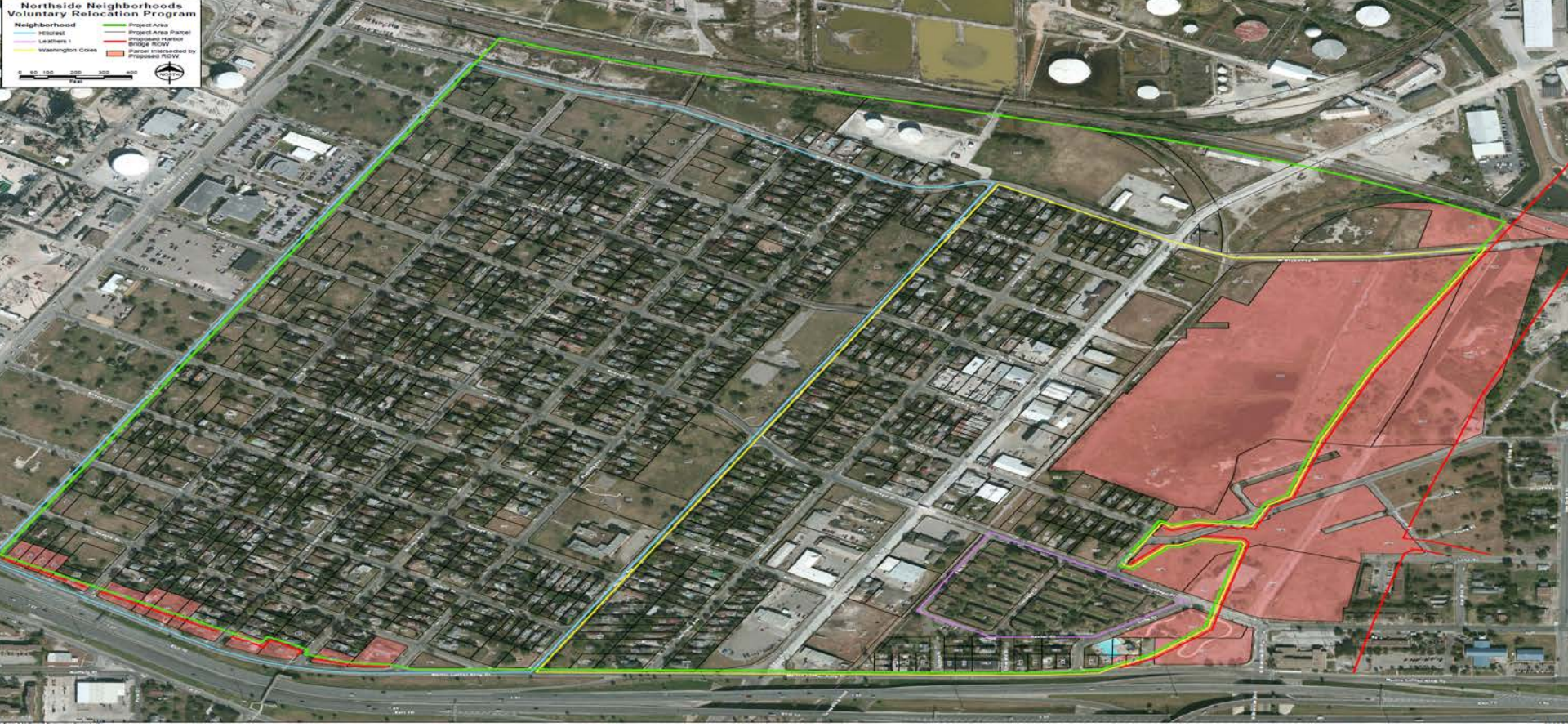
28

Thank you.

Q & A



29



Hillcrest / Washington – Coles Voluntary Real Estate Acquisition & Relocation Program

February 2018 Commissioners Report

PORT CORPUS CHRISTI

DEL RICHARDSON & ASSOCIATES, INC
LINKING SOLUTIONS

Progress Since Oct 2017

Acquisition Progress	Then	Now *
Interest in Selling	276	**303**
Confirmed Program Eligibility	219	**250**
Appraisals Completed	203	**230**
Offers Presented	146	**194**
Offers Accepted	123	**175**
Closed	48	**106**
Rejected Offer	6	10

* As of 2/5/2018

Progress Since Oct 2017

Relocation Progress	Then	Now*
Owner-Occupant Offer Presented	65	95
Tenant Entitlements Delivered	21	48
Onsite Owners Relocated	26	51
Tenants Relocated	13	36

Note: 1 Onsite Owner elected the Life-Estate option

* As of 2/5/2018



Not To Scale

State Plane NAD 1983
South Zone FIPS 4205

Generated by
West Virginia Flood
Mitigation Department

Acquisition Status - 106 Parcels Acquired
February 9, 2018

Map Disclaimer:
This product is for informational purposes and
may not have been prepared for, or be suitable
for legal, engineering, or surveying purposes.

N

Community Outreach 2018 Goals

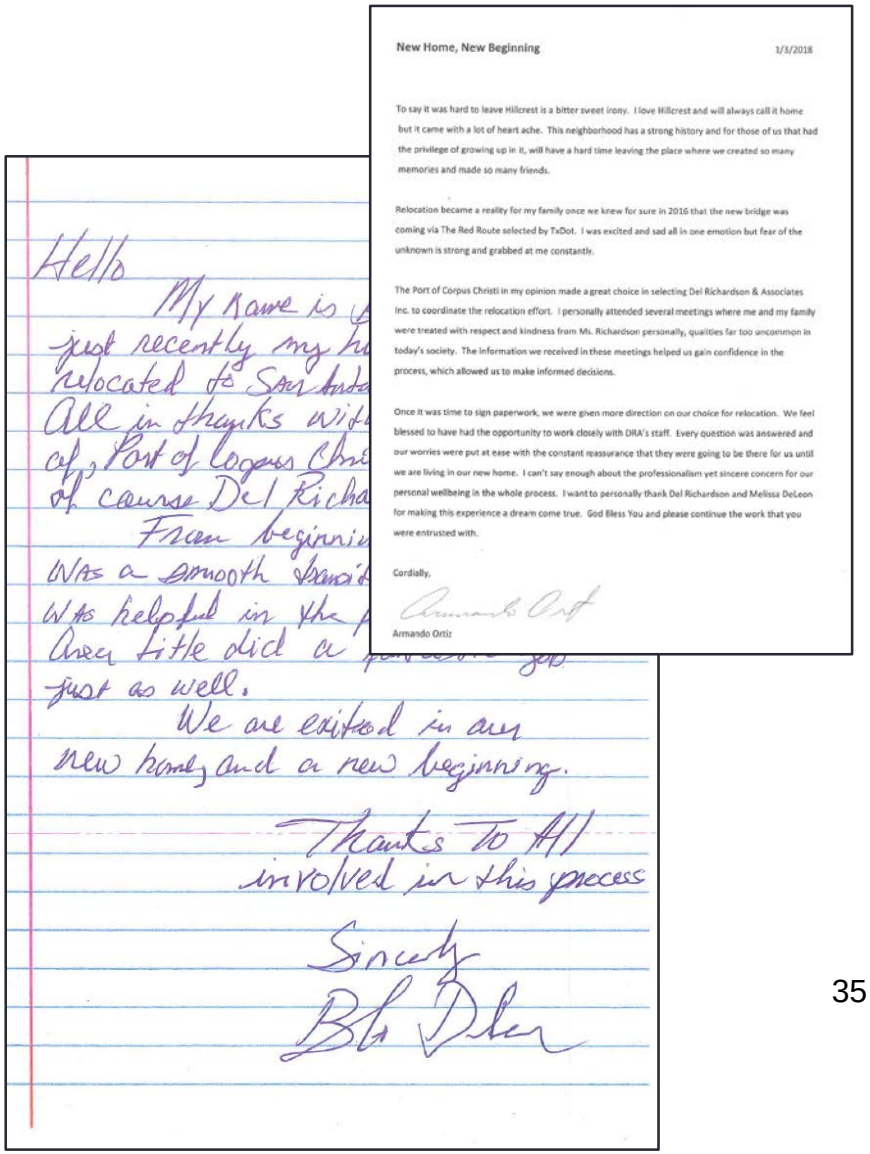
- Every Resident is aware of the Program
- 20+ Tenants transition to 1st time home ownership
- Everyone eligible who wants to participate, CAN
- Fear and title barriers, gone

Taking it to the streets!



Outreach Success

- City's down payment assistance program is helping
- Housing Authority's cooperation with HUD vouchers is helping
- Testimonials
- What you DON'T SEE or HEAR
  - No complaints
  - Anxiety at citizens meetings drastically dropped
  - Press focused on empowerment of families



New Home, New Beginning 1/3/2018

To say it was hard to leave Hillcrest is a bitter sweet irony. I love Hillcrest and will always call it home but it came with a lot of heart ache. This neighborhood has a strong history and for those of us that had the privilege of growing up in it, will have a hard time leaving the place where we created so many memories and made so many friends.

Relocation became a reality for my family once we knew for sure in 2016 that the new bridge was coming via The Red Route selected by TxDot. I was excited and sad all in one emotion but fear of the unknown is strong and grabbed at me constantly.

The Port of Corpus Christi in my opinion made a great choice in selecting Del Richardson & Associates Inc. to coordinate the relocation effort. I personally attended several meetings where me and my family were treated with respect and kindness from Ms. Richardson personally, qualities far too uncommon in today's society. The information we received in these meetings helped us gain confidence in the process, which allowed us to make informed decisions.

Once it was time to sign paperwork, we were given more direction on our choice for relocation. We feel blessed to have had the opportunity to work closely with DRA's staff. Every question was answered and our worries were put at ease with the constant reassurance that they were going to be there for us until we are living in our new home. I can't say enough about the professionalism yet sincere concern for our personal wellbeing in the whole process. I want to personally thank Del Richardson and Melissa DeLeon for making this experience a dream come true. God Bless You and please continue the work that you were entrusted with.

Cordially,

Armando Ortiz

Hello

My name is

just recently my

relocated to

All in thanks

of, Port of Corpus

of course Del

From beginning

was a smooth

was helpful in the

even title did a

just as well.

We are excited in our

new home and a new beginning.

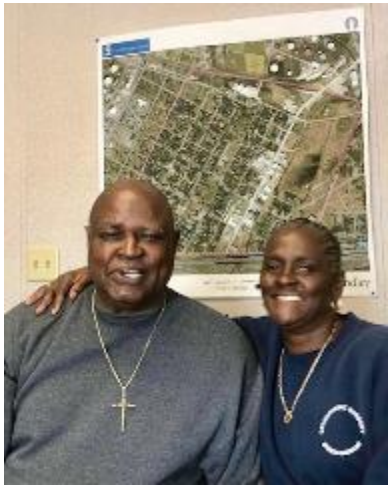
Thanks To All

involved in this process

Sincerly

Q and A





Site Office

2301 N. Port Avenue
Corpus Christi, TX 78401

361-232-5083



Thank you!



Hurricane Harvey After Action Report & Improvement Plan

February 20, 2018

PORT CORPUS CHRISTI®

Moving America's Energy

After Action Report & Improvement Plan

Incident Management Team

Director Tom Mylett

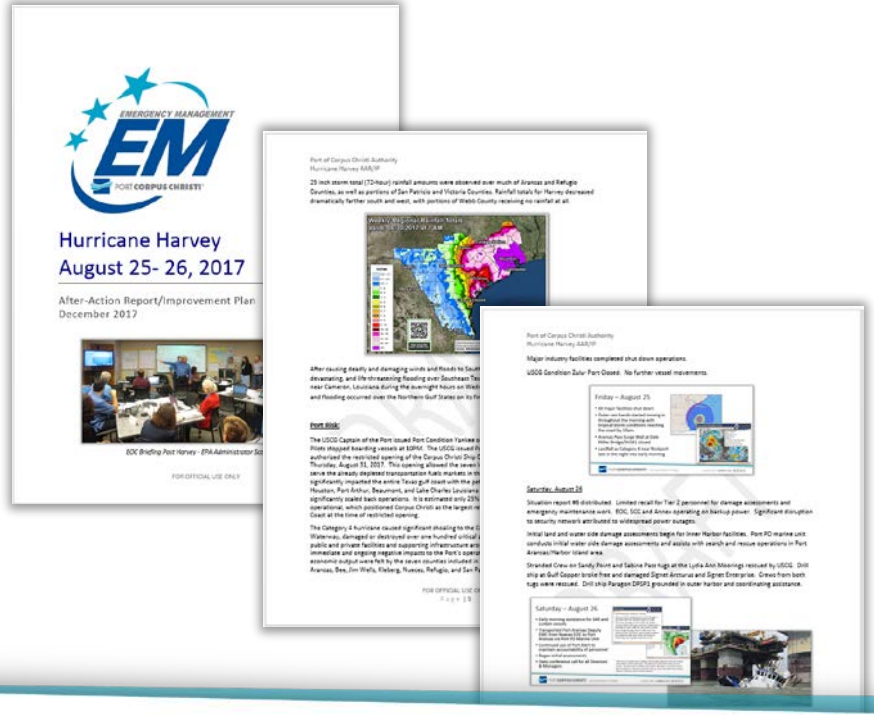
Recovery Team

CFO Dennis DeVries

Jun 1 – Aug 21 | Aug 22 –24 | 25 –26 | 27 – Sept 4 | Sept 5 - Ongoing | 3-5 Years

- Readiness
- Pre Storm
- During
- Post Storm
- Recovery
- Long Term

Report Components



- Incident Summary
- Port Risk & Impacts
- Observations
- Capability Assessment
- Improvement Plan

Feedback & Participation

- All Departments, IMT & Policy Group
- Stakeholders
  - Inner Harbor & Outer Harbor Groups

AEP Texas
Air Liquide
American Red Cross
Aransas County
Aransas-CC Pilots
Bay-Houston Towing Co.
Celanese
Chemours
Cheniere
Citgo
City of Aransas Pass
City of Corpus Christi
City of Ingleside
City of Port Aransas
City of Portland
Coastal Bend Council of Govts.
CC Area Oil Spill Control
CC-Nueces County LEPC
Flint Hills Resources
G&H Towing
John Bludworth Shipyard
Lyondellbasell
Nueces County
Oxy Chem Ingleside
Oxy Ingleside Energy Center
Port Industries of CC
Refinery Terminal Fire Company
San Patricio County
San Pat Municipal Water District
Signet Maritime Corporation
Tx Comm. Environmental Quality
Tx Department of Transportation
US Army Corps of Engineers
US Coast Guard
US Customs & Border Protection
US Dept. of Homeland Security
US Maritime Administration
US National Weather Service
Valero
Welder Leshin



Stakeholder AAR – Outer Harbor Group

Capability Assessment

- Defines Applicable Core Capabilities
  - DHS National Preparedness Goal
- Strengths
- Areas for Improvement
- References
  - Hurricane Readiness Plan, Employee Handbook, NIMS Policy, EAP, FSP, EMS, HMAP

connect with us:
portofcc.com

Strengths - Internal

- Pre-Storm Readiness
- IMT & Policy Group
- EOC
- Staff Support & Port Alert
- Situation Reports
- Redundant critical systems
- Security & Safety
- Technology & Weather Support



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Strengths - External



- Port User Readiness
- Port Coordination Team
- Mutual Aid & EOC Support
- Stakeholder Relationships
- Press Releases & Communications
- USCG & USACE Liaisons
- Environmental Coordination
- Hazard Mitigation Planning

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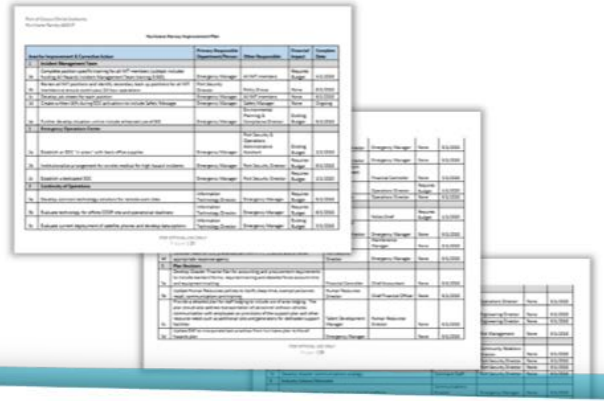
Improvement Plan

General Area of Improvement

- Incident Management Team
- Emergency Operations Center
- Continuity of Operations
- Emergency Response
- Plan Revisions
- Damage Assessments
- Communications
- Industry Liaison/Advocate

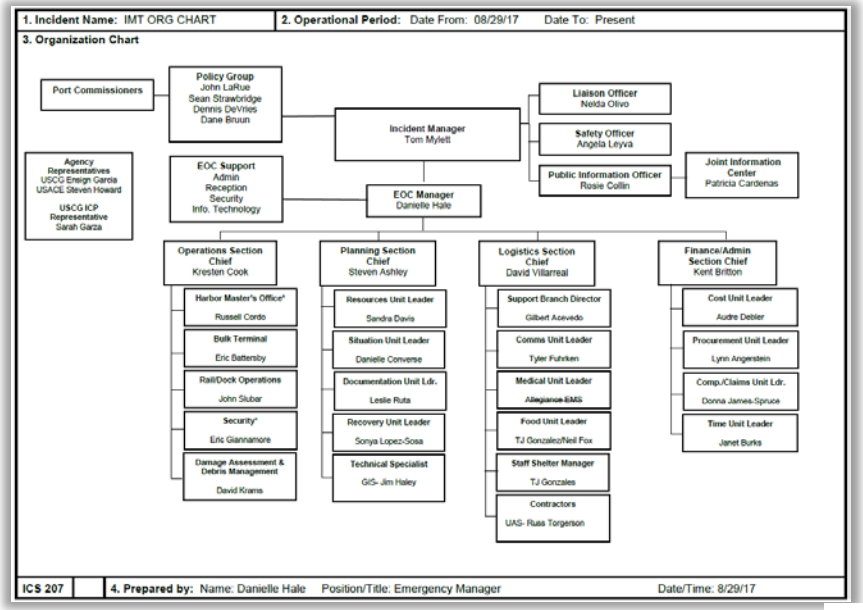
Assignments

- Responsible Department / Person
- Financial Impact
- Completion Date



Incident Management Team

- Position specific training
- Establish relief positions
- Job aids
- Written IAPs
- Enhance Situation Unit



Emergency Operations Center

- EOC “in a box”
- Institutionalize on-site medical support
- Establish a dedicated EOC



Continuity of Operations

- Enhance remote access
- Establish additional alternate data capability
- Deployable radio repeaters
- Pre-Disaster Contracts
- Generator for Ortiz Center



NEWS

Post Hurricane Harvey Recovery Update Corpus Christi Ship Channel Re-Opens After Record Six Day Closure

Aug 31, 2017

Corpus Christi, TX, USA – The United States Coast Guard Captain of the Port today signed Marine Safety Information Bulletin authorizing the restricted opening of the Corpus Christi Ship Channel after a record six-day closure from the impacts of Hurricane Harvey. This opening will allow the seven local refineries to startup operations in an effort to serve the already short transportation fuels markets in the region and the nation.

The CC Ship Channel restrictions are:

- One-way vessel movements
- Daylight-only transits
- Moving in convoy with 2-pilots per vessel
- Draft restrictions of 43ft

As the Corpus Christi Ship Channels re-opens, the Aransas-Corpus Christi Pilots plan to start sailing the first vessel convoy at 1700 hrs. The Port's Harbor Masters Office in concert with Industry to prioritize the more than 20 vessels currently awaiting berth assignments.

The Port of Corpus Christi Emergency Operations Center, Security Command Center and Harbor Master's Office continue under

Port Corpus Christi is Back in Business - [illegible] sel entering Inner Harbor Thursday, Augus

Emergency Response

- Heavy weather emergency response vessel
- Evaluate deployable / staged spill response assets
- Review protection / mooring strategy for fire vessels
- Additional EOC reps



Plan Revisions

- Disaster Finance Plan
- Update HR policies
- Staff support plan
- Update All-Hazards EAP to incorporate best practices



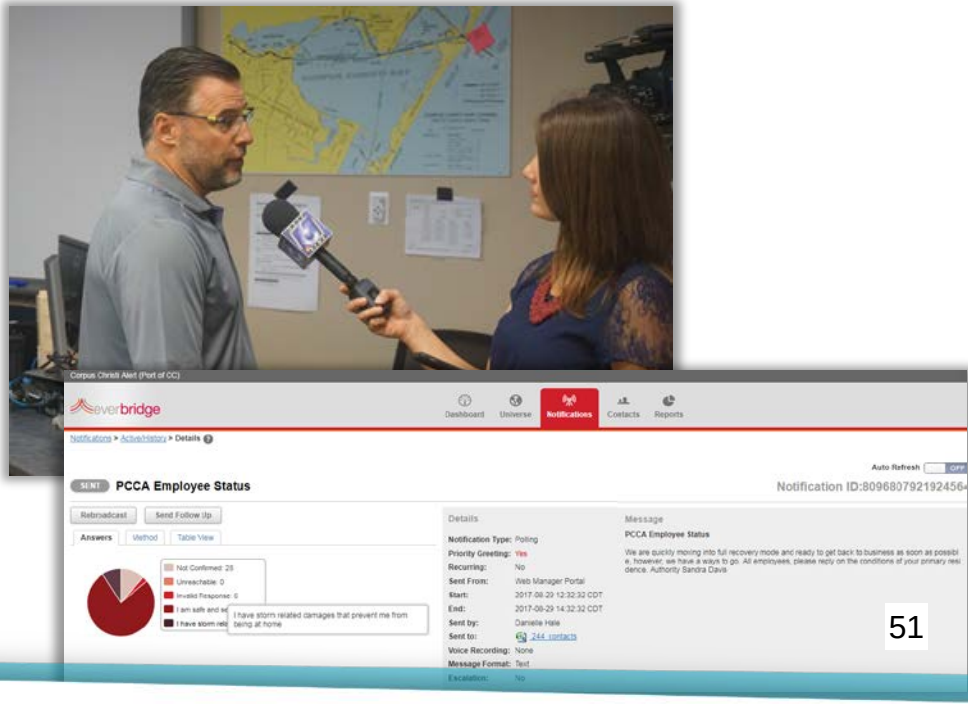
Damage Assessments

- Damage Assessment Plan
- Standardize fixed assets
- Develop mission driven prioritization criteria
- Comprehensive list of tenants & contractual requirements



Communications

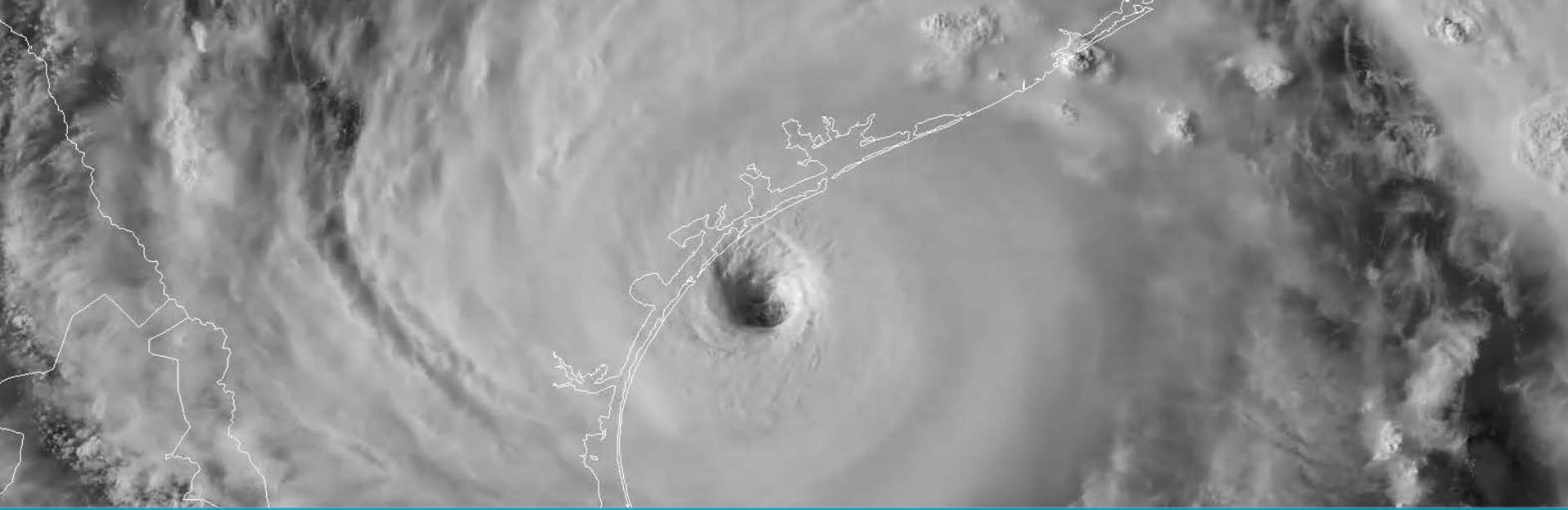
- Media “go kit”
- Review community messaging tools
- Institutionalize Port Alert
- Develop disaster communications strategy



Industry Liaison / Advocate

- Stakeholder contacts list on shared platform
- Additional EOC Liaisons
- Stakeholder exercise participation
- Secure shared status tracking system for critical facilities
- Enhance area Reentry Plans
- Establish formal mutual aid agreements





Questions?

PORT CORPUS CHRISTI®

Moving America's Energy

RESOLUTION OF APPRECIATION
FOR
JOE R. FULTON

WHEREAS, Joe R. Fulton was appointed to the Port Commission in January 1985 and served a total of thirteen years as a member of the Commission; and

WHEREAS, Joe R. Fulton served as Chairman of the Port Commission from September 1991 until January 1997, when he provided for a transition period by not standing for election as Chairman for 1997, his final year on the Commission; and

WHEREAS, during Joe R. Fulton's tenure, the Port moved forward on such major projects as a 45-foot draft channel, a Bulk Terminal expansion project, the Northside Road and Rail project, the Port's Storm Pavilion, used by citizens and visitors alike, a multi-million dollar capital expansion program designed to diversify the Port's cargo base, and the Port became the sixth largest Port in the United States. He was instrumental in the Port's leadership in the Lake Texana Water Pipeline project, for which the Port served as Project Manager; and

WHEREAS, overall, Joe R. Fulton had been an active member of the construction industry for his entire career, during which time he contributed to the growth and stability of the Port as well as many other companies and entities through his extensive knowledge of that industry. Joe R. Fulton's development portfolio includes projects such as the Texas Commerce Plaza, now Frost Bank; Hershey Corpus Christi Hotel, now Omni Corpus Christi Hotel; the Art Museum of South Texas; the Texas State Aquarium; the Nueces County Courthouse; Spohn Hospital South and others; and

WHEREAS, Joe R. Fulton, in addition to his service to the Port, had been an active member of the Associated General Contractors of America, serving at all levels of the organization. He has also served as Chairman of the Corpus Christi Convention & Visitors Bureau, the Corpus Christi Area Economic Development Corporation and the Corpus Christi Building Code Board of Appeals. He was a member of the Board of Directors of the Corpus Christi Chamber of Commerce, the Texas Workers' Compensation Fund, the Board of Directors of Cullen/Frost Bank, as well as Chairman-Elect of the Greater Corpus Christi Business Alliance; and

WHEREAS, the Port Commission is desirous of publicly acknowledging Joe R. Fulton's leadership on the Port Commission and his honorable service to his community. The Joe Fulton International Trade Corridor, a critical piece of the infrastructure of Port Corpus Christi, bears his name and is a reflection of his far-reaching legacy;

NOW, THEREFORE BE IT RESOLVED, by the Port Commission of the Port of Corpus Christi Authority that the Port Commission expresses its sincere gratitude for the many years of service the late Joe R. Fulton gave to the Port of Corpus Christi, its staff and, to our region. The Commission further wishes to honor his memory, as a loyal friend of the Port of Corpus Christi, a servant to the citizens of the Coastal Bend community, and a visionary toward the prosperity of our nation; and

BE IT FURTHER RESOLVED, that this resolution be made a part of the permanent minutes of this Port Commission meeting, February 20th, 2018, and that a copy of the Resolution be furnished to the family of Joe R. Fulton, who passed away on February 15, 2018.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Sarah L. Garza, Director of Environmental Planning & Compliance
sarah@pocca.com
(361) 885-6163

Approval of Resolution Requesting the 86th Legislature to Restore Funding to Texas Commission on Environmental Quality for Air Quality Monitoring and Mitigation Programs for Near Non-Attainment Communities.

SUMMARY: Staff recommends Commission approval of a Resolution requesting the 86th Texas Legislature to restore funding to the Texas Commission on Environmental Quality (TCEQ) for air related activities key to continued attainment of air quality standards in the Coastal Bend.

BACKGROUND: Since 2002, the Corpus Christi Region has been working voluntarily to attain air quality standards. Ozone levels in this area have been closely monitored through an extensive air monitoring program managed by Texas A&M - Kingsville. Further, emissions from mobile sources have been mitigated through education and programs such as AutoCheck which is managed by the Texas A&M University – Corpus Christi Pollution Prevention Partnership. Both programs, led by these two Universities, are key to continued success in attainment of air quality in the Coastal Bend Region.

In 2017, the Governor line item vetoed the 2018-2019 General Appropriations Act Rider funding which eliminated the funding provided to TCEQ for near non-attainment communities such as Austin, Beaumont, Corpus Christi, El Paso, Granbury, Killeen/Temple, Longview/Tyler/Marshall, San Antonio, Victoria, and Waco. Without this funding, our community will not be able to measure progress related to attaining the ozone standard or provide programs that educate and mitigate emissions for mobile sources which contribute significantly to ozone causing emissions.

ALTERNATIVES: Not applicable.

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #5 (Be an Environmental Leader), Strategic Objective 5B (Continue to Meet and Exceed Regulatory Standards), Action Item 2 (Develop and Implement Regulatory Strategy for Future Environmental Regulations).

EMERGENCY: It is important to get in front of the legislation early and often to ensure funding is restored.

FINANCIAL IMPACT: While there is no immediate impact on the Port of Corpus Christi, without this funding long-term there could be significant impacts if the Corpus Christi region no longer attains current air quality standards. The cost of permitting, construction, and operation of industry significantly increases when an area is in non-attainment of air quality standards.

STAFF RECOMMENDATION: Staff recommends Commission approval of a resolution requesting the 86th Texas Legislature to restore the funding for near non-attainment communities for air quality monitoring and emissions mitigation programs.

DEPARTMENTAL CLEARANCES:

Originating Department	Environmental Planning & Compliance
Reviewed By	Sarah Garza
	Nelda Olivo
Legal	Jimmy Welder
	Dane Bruun
Senior Staff	John LaRue
	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Resolution to the 86th Texas Legislature

RESOLUTION REQUESTING THE 86th TEXAS LEGISLATURE TO RESTORE FUNDING TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR AIR QUALITY MONITORING AND MITIGATION PROGRAMS FOR NEAR NON-ATTAINMENT COMMUNITIES ESSENTIAL TO REMAIN IN COMPLIANCE WITH THE NATIONAL AMBIENT AIR QUALITY STANDARDS FOR OZONE ESTABLISHED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY THROUGH THE CLEAN AIR ACT.

WHEREAS, many Texas near-nonattainment communities like Corpus Christi have efficiently and effectively utilized funding provided in the General Appropriations Act in a rider to the Texas Commission on Environmental Quality (TCEQ) to implement air quality monitoring and mitigation strategies to remain in compliance with current and proposed National Ambient Air Quality Standard for Ozone by the United States Environmental Protection Agency (EPA) as authorized in the federal Clean Air Act; and

WHEREAS, the Clean Air Act directs the states to develop state implementation plans (SIPs), applicable to appropriate industrial sources in the state, in order to achieve ozone standards; the lack of funding for near non-attainment communities resulting from a line-item veto by the governor in the 2018-2019 General Appropriations Act prevents impacted communities from implementing strategies in the adopted Texas SIP, and local governments do not have the financial capacity to assume the responsibilities; and

WHEREAS, the health and quality of life for millions of Texas residents in near non-attainment communities has benefitted greatly from the strategies, services and programs implemented at the local level by local governments, businesses, and industry to reduce ozone levels and remain in compliance with federal standards; and

WHEREAS, the Corpus Christi air-shed remains in attainment of the most recently established ozone standards announced by the EPA in 2015 of 70 parts per billion (ppb); and

WHEREAS, two programs in Corpus Christi served to ensure the Corpus Christi air-shed's continued attainment of ozone standards: Texas A&M University Corpus Christi Pollution Prevention Partnership's vehicle emissions reduction program and Texas A&M University Kingsville's ozone air monitor program; and

WHEREAS, both the Texas A&M University Corpus Christi Pollution Prevention Partnership's vehicle emissions reduction program and Texas A&M University Kingsville's ozone air monitor program relied on funding through the TCEQ's Clean Air Account No. 151; and

WHEREAS, rider funding to support the continuation of the Texas A&M University Corpus Christi Pollution Prevention Partnership's vehicle emissions reduction program and Texas A&M University Kingsville's ozone air monitor program was vetoed after adjournment of the 85th Regular Session of the Texas Legislature after it had been adopted without opposition by both the Texas House of Representatives and the Texas Senate, denying these critical programs of the funding needed to continue; and

WHEREAS, without restoration of funding by the 86th Texas Legislature, both the Texas A&M University Corpus Christi Pollution Prevention Partnership's vehicle emissions reduction program and Texas A&M University Kingsville's ozone air monitor program will cease to operate thereby risking Corpus Christi air-shed's continued attainment designation of ozone standards; and

WHEREAS, the Texas A&M University Corpus Christi Pollution Prevention Partnership's vehicle emissions reduction program protects Corpus Christi's attainment status of ozone standards by providing over 10 tons of reductions of ozone-causing emissions each year at a cost of approximately $4,700 per ton compared to the possible costs of $50,000 a ton or more for offset emissions should a development choose to site in Corpus Christi that no longer attains ozone standards; and

WHEREAS, without the restoration of funding to the TCEQ by the 86th Texas Legislature, Corpus Christi is stripped of proven programs (i.e., AutoCheck, Air Quality Monitoring) that work to reduce the mobile source emissions that are a significant 30 percent contributor to Corpus Christi's ozone causing emissions; and

WHEREAS, without the restoration of funding provided by the 86th Texas Legislature, Corpus Christi is stripped of the ozone research monitors that substantiate and document transported emissions that are not generated in our air-shed, and possible consideration for attainment designations; and

WHEREAS, the economic burden on the State of Texas to bring a non-attainment community back into attainment is far greater than the cost to restore funding that assists struggling attainment communities to remain an attainment community in the State of Texas; and

WHEREAS, the economic burden for a business to obtain a permit to locate or expand in Corpus Christi is significantly increased should funding for the TCEQ not be restored by the 86th Texas Legislature and Corpus Christi loses the critical ozone attainment protection programs of the Texas A&M University Corpus Christi Pollution Prevention Partnership's vehicle emissions reduction program and Texas A&M University Kingsville's ozone air monitor program, and fall into non-attainment of ozone standards; and

WHEREAS, the Corpus Christi air-shed prides itself on being a national leader in voluntary actions and programs that work to keep our industrial based community in attainment of toughened ozone standards;

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

Section 1. The Corpus Christi air-shed's continued attainment of ozone standards is critical to public and economic health, and

Section 2. Appropriations to TCEQ to provide for the continuation of air-shed programs proven to reduce emissions and monitor ozone sources must be restored by the 86th Texas Legislature; and

Section 3. The Port Commission does hereby request the Governor, Lieutenant Governor, the Speaker of the Texas House of Representatives, the Texas Senate and Texas House of Representatives to restore funding to the TCEQ in the FY 2020-2021 General Appropriations Act for air quality programs in all near non-attainment communities with quantifiable emission reduction strategies.

Section 4. This Resolution is hereby adopted by the Port Commission on February 8, 2018.

Passed and Approved by the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas, at a Commission Meeting held on the 20th day of February, 2018.

_____

Charles W. Zahn, Jr.
Chairman, Port Commission

ATTEST:

_____

Barbara Canales
Secretary, Port Commission

APPROVED AS TO FORM:

_____

Leo J. Welder, Jr.
General Counsel

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2017

DATE: February 20, 2017

TO: Port Commission

FROM: Sarah L. Garza, Director of Environmental Planning & Compliance
sarah@pocca.com
(361) 885-6163

Approve Development Services Agreement with Texas A&M – Pollution Prevention Partnership in an Amount of $40,675.

SUMMARY: Staff recommends approval of a Development Services Agreement for Texas A&M – Pollution Prevention Partnership (P3). The amount to be paid to P3 under the Development Services Agreement is $40,675.

BACKGROUND: In 2017, the governor line item vetoed the 2018-2019 General Appropriations Act Rider funding which eliminated the funding provided to TCEQ for near non-attainment communities such as Austin, Beaumont, Corpus Christi, El Paso, Granbury, Killeen/Temple, Longview/Tyler/Marshall, San Antonio, Victoria, and Waco. Without this funding, our community will not be able to measure progress related to attaining the ozone standard or provide programs that educate and mitigate emissions for mobile sources which contribute significantly to ozone causing emissions.

P3 has been a recipient of the Rider Funding for many years operating AutoCheck within the community which is a tailpipe emissions testing program for public and private fleets, participate in public meetings sharing results of program and educating on emission mitigation activities, and maintain a public website with detailed results of the program. The program also provides free repairs to vehicles that don't pass the emissions test. Mobile sources are a significant contributor of emissions that result in ozone formation.

Stop gap funding to maintain this program until the funding is restored through the legislature is critical to the attainment of air quality in Corpus Christi.

ALTERNATIVES: Not applicable.

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #5 (Be an Environmental Leader), Strategic Objective 5B (Continue to Meet and Exceed Regulatory Standards), Action Item 2 (Develop and Implement Regulatory Strategy for Future Environmental Regulations).

EMERGENCY: This agenda item is related to the previous agenda item for approval of a resolution requesting the legislature to restore the funding. As previously mentioned, it is important to ensure funding is restored.

FINANCIAL IMPACT: While there is no direct impact to the Port of Corpus Christi, without this funding long-term there could be significant impacts if the Corpus Christi region no longer attains current air quality standards. The cost of permitting, construction, and operation of industry significantly increases when an area is in non-attainment of air quality standards.

STAFF RECOMMENDATION: Staff recommends approval of a Development Services Agreement with P3 for stop gap funding of the P3 emission mitigation and education programs while working with the legislature to restore funding for this program.

DEPARTMENTAL CLEARANCES:

Originating Department	Environmental Planning & Compliance
Reviewed By	Sarah Garza
	Lynn Angerstein
	Nelda Olivo
Legal	Jimmy Welder
	Dane Bruun
Senior Staff	John LaRue
	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Development Services Agreement

PORT DEVELOPMENT SERVICES AGREEMENT
2018

This Port Development Services Agreement ("Agreement") is made and entered into effective as of June 1, 2018 (the "Effective Date"), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (the "Port"), and TEXAS A&M UNIVERSITY – CORPUS CHRISTI, on behalf of its Pollution Prevention Partnership Program (the "Provider" / "TAMU-CC" and/or "Program").

RECITALS:

Whereas, the Port 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 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 (*i.e.*, the governing body of the Port) 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, Section 60.003 of the Water Code provides that a district may contract with any person necessary or convenient to the operation or development of the district's ports and waterways; and

Whereas, the Port wishes to engage the Provider to provide the professional services and related items described in Exhibit A attached to this Agreement ("Exhibit A") and incorporated herein; and

Whereas, the Port Commission believes that the expenditure of Port funds pursuant to this Agreement is consistent with the authority granted to the Port Commission in Section 60.203 of the Water Code; and

Whereas, the Provider wishes to provide the professional services and related items described in Exhibit A on the terms and for the consideration described in this Agreement;

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. Term. The term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2018, unless sooner terminated as provided in this Agreement.

2. Development Services. During the term of this Agreement, the Provider agrees to provide to or on behalf of the Port the professional services and related items described in Exhibit A (collectively, the "Development Services") in accordance with the terms and conditions of this Agreement.

3. Consideration. In consideration of the Development Services to be provided hereunder, the Port agrees to pay the Provider the total sum of Forty Thousand Six Hundred Seventy Five Dollars ($40,675.00), which sum will be paid as a lump sum upon submission of an invoice from the Provider for services to be performed.

4. Place for Payment. The funding required under this Agreement shall be mailed to the Provider at its address specified in Section 9 below, unless the Provider makes other arrangements for payment that are satisfactory to the Port.

5. Quarterly Reports. On a quarterly basis, the Provider shall submit to the Port a written activity report (the "Activity Report") of its Development Services and accomplishments for that particular quarter. Except as otherwise provided in this Section, the form of the Activity Report shall include, at a minimum, a narrative summary of the Development Services rendered during the quarter, a summary of year-to-date expenditures incurred by the Provider in providing the Development Services.

6. Records. The Provider shall maintain fiscal records and supporting documentation in the form of cancelled checks, payroll records, and invoices evidencing the expenditure of all funds received by the Provider pursuant to this Agreement. The Provider agrees to maintain proper accounting records reflecting the receipt and expenditure of funds paid to it by the Port pursuant to this Agreement in sufficient detail that a reasonable person could from a review of such records determine how all such funds were expended. Upon written request to do so, the Provider shall give the Port or its duly authorized representatives, at any reasonable time or times, access to all books, accounts, records, files or other papers belonging to or used by the Provider in connection with its performance of the Development Services. Failure to provide access to the foregoing documents shall constitute a breach of this Agreement by the Provider. The Provider agrees to keep in its possession for at least three (3) years after the termination of this Agreement all of the records described in this Section.

7. Performance Review. The Port may conduct a performance review on a semi-annual basis to evaluate the Provider's compliance with the provisions of this Agreement.

8. Early Termination. The Port shall have the right to terminate this Agreement any time prior to the expiration of the term specified in Section 1 if the Port determines that the Provider has breached or otherwise failed to comply with any terms of this Agreement. The Port shall give the Provider written notice of such termination at least thirty (30) days prior to the date of such termination. The notice shall include the reasons for such termination and the effective date of the termination. Furthermore, either party may terminate this Agreement at any time for any reason by giving written notice to the other party at least ninety (90) days prior to the

termination date specified in such notice. Upon termination of this Agreement, the Port shall be liable to the Provider only for sums earned by the Provider prior to the date of termination.

9. Notices. 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:

Sean Strawbridge
Chief Executive Officer
Port of Corpus Christi Authority
222 Power St.
Corpus Christi, Texas 78401
Ph: (361) 882-5633
Fax: (361) 882-7110

If to the Provider:

Joe Miller
Director of Community Outreach
Texas A&M University – Corpus Christi
Natural Resources Center, 2200
6300 Ocean Dr.
Corpus Christi, Texas 78412
Ph: (361) 825-5967
Fax: (361) 825-2584
Email: joseph.miller@tamucc.edu

With a copy to:
Director of Contracts, or authorized designee
Texas A&M University – Corpus Christi
6300 Ocean Drive, MS 5731
Corpus Christi, Texas 78412
contracts@tamuuc.edu

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.

10. Source of Funds. Any payments made to the Provider by the Port pursuant to this Agreement shall be made with funds in the Port's Development Fund.

11. 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.

12. No Conflict of Interest. The Port and Provider each state independently that to the best of its knowledge no member of the Port Commission nor any officer, employee, or agent of the Port who will exercise any function or responsibility in connection with the carrying out of the provisions of this Agreement has any personal financial interest, direct or indirect, in this Agreement.

13. 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 the Port shall at no time be responsible or liable for the acts of the Provider or the Provider's agents or employees. In no event shall the Port be liable *(i)* for the performance of any contracts made by the Provider with any other person or entity or *(ii)* for any damages, injuries, or losses charged to or adjudged against the Provider arising from its operations or the use or maintenance of its facilities. The Provider will be responsible for all costs and expenses incurred by it in providing the Development Services hereunder, and the Port shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with the Development Services beyond the Contract Amount.

14. Indemnity. To the extent permitted by the laws of the State of Texas, t**he Provider agrees to defend, indemnify and hold harmless the Port, its Port Commissioners, employees and representatives for any claims or losses of any kind incurred by any of them because of or arising out of the Development Services performed by the Provider pursuant to this Agreement.**

15. Confidential Information. The Provider agrees that any information given to the Provider by the Port concerning the financial or other affairs of the Port while in pursuit of the Provider's obligations under this Agreement will be held by the Provider in confidence and will not be revealed to any other person, entity or governmental body without the express written consent of the Port.

Public Information.

(a) Port acknowledges that Provider (TAMU-CC) is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
(b) Upon TAMU-CC's written request, Port will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TAMU-CC in a non-proprietary format acceptable to TAMU-CC. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU-CC has a right of access.
(c) Port acknowledges that TAMU-CC may required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

The foregoing obligations and responsibilities shall not apply to Confidential Information that (i) is publicly known at the time of its disclosure or becomes publicly known after its disclosure other than by breach hereof by the receiving party; (ii) is lawfully received by the

receiving party from a third party not under an obligation of confidentiality to the disclosing party; (iii) is published or otherwise made known to the public by the disclosing party; (iv) was generated by the receiving party independently without use of or reliance on Confidential Information; or (v) is the subject of a court order or other legal obligation requiring disclosure, provided the receiving party promptly notifies the disclosing party of such court order or other obligation.

16. Severability. If any provision of this Agreement is held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid, unconstitutional, or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, unconstitutional, or unenforceable.

17. No Waiver of Rights. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

18. Governing Law and Venue. 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.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

20. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects on and inure to the benefit of the successors and permitted assigns of the parties.

21. Headings. The titles and headings in this Agreement are used only for reference, and in no way define or limit the scope or intent of a provision of this Agreement.

22. Compliance with Applicable Laws. The Provider agrees to comply with all applicable federal, state and local laws and regulations while performing the Development Services.

23. Special Terms and Conditions. Any special terms and conditions pertaining to the subject matter of this Agreement are set forth in Exhibit B attached hereto, which is incorporated herein.

24. Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement. This Agreement may not be

amended, supplemented, or otherwise modified except by written agreement executed by the party to be charged with the change.

IN WITNESS WHEREOF, the Port and Provider, acting under the authority of their respective governing bodies, have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Effective Date.

PORT:

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By:_____
Sean Strawbridge
Chief Executive Officer

Date:_____

PROVIDER:

TEXAS A&M UNIVERSITY – CORPUS CHRISTI

By:_____

Name: Dr. Norman 'Ted' Guffy

Title: Interim Provost & VP for Academic Affairs

Date:_____

EXHIBIT A

SERVICES AND RELATED ITEMS

Task 1: Auto Check/Clean Fleet Program

The Provider will develop and implement an Auto Check/Clean Fleet program for the Corpus Christi air shed. A minimum of one Auto Check/Clean Fleet event will be held each month beginning in June 2018 to test an average of 20 vehicles per month through December 2018. The Provider will make every effort to ensure that at least half of all vehicles tested are private, non-fleet vehicles.

The Auto Check/Clean Fleet program will measure vehicle emissions from area public and private fleets for hydrocarbons and NOX; coordinate emission reducing repairs for identified polluting fleet vehicles; issue a repair voucher for each vehicle owned by a private citizen that falls within the "dirty" category for HC and NOx; re-test the emissions of each repaired vehicle; calculate and quantify emissions reductions as a result of repairs; and enter all information for the AutoCheck Supplemental environmental Program (SEP) tested vehicles ("clean" and "dirty" as defined below) into an excel spreadsheet to be sent to the Texas Commission on Environmental Quality ("TCEQ") with quarterly reports. Retests are not counted in the total number of vehicles tested.

Vehicle qualification of <10 years old and <175,000 miles may be imposed for budget efficiency. Below is the current criteria for the tailpipe test. Vouchers are issued if hydrocarbons (HC) >200 ppm, or if oxides of nitrogen (NOx) > 300 ppm, or if there is a failed gas cap pressure:

	CO2	**CO**	***HC**	**O2**	***NOx**	**AFR**
Normal:	**<13.5%**	**<.5%**	**<150 ppm**	**<.5%**	**<200 ppm**	**14.7**
Extreme:	**>13%**	**>1.5%**	**>200 ppm**	**>1%**	**>300 ppm**	**+/- 2**

Deliverable 1: Quarterly Auto Check/Clean Fleet Program Report

A quarterly report summarizing the information from the Auto Check/Clean Fleet events will be prepared by the Provider. This report will include the following:

- a list of the events with date, time, and location of each event;
- the number of vehicles screened at each event, including breakdown of number of private and fleet;
- the number of "clean" and "dirty" vehicles at each event;
- pre-repair emissions information for each "dirty" vehicle that are issued a repair voucher;
- details of the repairs made and the cost of each "dirty" vehicle repair;
- post-repair emissions information for each repaired vehicle;
- total cost of all repairs and estimated cumulative emissions reductions provided by the Auto Check/Clean Fleet program; and
- a spreadsheet with detailed information about each vehicle tested. The vehicle test information will include:
    - fleet owner (for fleet vehicles), the make, model, year and a unique identifier, such as fleet number (for fleet vehicles)or VIN;
    - odometer reading;
    - emissions information for CO2, CO, HC, O2, NOx, and AFR;
    - gas cap condition; and
    - If a voucher was issued for the vehicle, and the amount of the voucher. For voucher recipients, a VIN will be required.

- **Reporting Dates**: Reports issued within two weeks after the end of the reporting period.
    - June 1 – August 31, 2018
    - September 1 – November 30, 2018
    - December 31, 2018

End of Exhibit

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

The Provider also agrees that the Port will receive the following advertising services and benefits without any additional cost to the Port:

1. The Port shall receive quarterly updates documenting, at a minimum, the number of events, number of vehicles screened at each event, number of vehicles identified for repairs, number of repairs made, and the emissions results before and after repairs are made.

2. The Port shall be recognized as a host of the event at all public events.

3. The Provider shall prepare newsletter articles on community involvement, support, and initiatives in collaboration with Port staff.

4. The Port shall be recognized as a Provider member on the TAMU-CC Office of Community Outreach website, the Port's logo shall be displayed on this website, and the Provider's website shall contain a hyperlink to the Port's website under the Port's logo.

PORT CORPUS CHRISTI

DRAFT AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

ANTICIPATED STAFF PRESENTER: Daniel J. Koesema, P.E.
Chief of Channel Development

Award a Construction Contract in the Amount of $506,778.35 to JE Construction Services, LLC, the Lowest and Best Bidder Based on Bids Received February 7, 2018, for the New Access Road to Good Hope Dredge Material Placement Area Project.

SUMMARY: Staff recommends the award of a contract to JE Construction Services, LLC for construction of the New Access Road to Good Hope Dredge Material Placement Area (DMPA) project. On February 7, 2018, we received 7 responses to our Notice to Bidders (see attached Bid Tabulation). JE Construction Services, LLC, submitted the lowest and best bid for $506,778.35.

BACKGROUND: The PCCA's Good Hope Dredged Placement Area (DMPA) is located on an approximate 336.36-acre tract of land owned by the PCCA, located generally between State Highway 361 and the La Quinta Ship Channel, east of the Occidental Chemical Corporation (Occidental) facility in San Patricio County. The PCCA also obtained a 30-foot wide access easement (amended March 2017) through the Occidental property between State Highway 361 and Good Hope DMPA where the road is proposed to be constructed. See attached exhibit. Currently, access along the unimproved easement is nearly impossible due to heavy vegetation, soft soils, and a drainage ditch that bisects the north and south dredge placement areas cells. The New Access Road to Good Hope DMPA project will provide the needed ready access to both cells of the Good Hope DMPA for construction, maintenance, and operations during dredging.

The project consists of constructing a new 20-foot wide roadway, approximately one half-mile in length, generally running north-south from State Highway 361 (SH 361) to Good Hope DMPA Cell J (North Cell) consisting of compacted subgrade and base material. A crossing structure will also be constructed to provide access from Cell J to Cell I (South Cell). See the attached exhibit.

JE Construction Services, LLC submitted the lowest and best bid for $506,778.35 for the Base Bid. JE Construction Services, LLC has successfully completed projects for the PCCA in the past.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development, Action #2 – Upgrade and Maintain Existing Docks and Facilities).

EMERGENCY: No.

FINANCIAL IMPACT: The 2018 Engineering budget included $400,000 for construction of the project; therefore, if awarded, construction costs will exceed the budget for this project.

STAFF RECOMMENDATION: Staff recommends award of a contract to JE Construction Services, LLC in the amount of $506,778.35 for the New Access Road to Good Hope DMPA project. Staff further recommends that the Director of Engineering Services be granted a 4% contingency ($20,271.13) in accordance with the PCCA's standard contingency guidelines for general construction projects. Therefore, the total possible construction contract cost for this project based on staff's recommendation is $527,049.48.

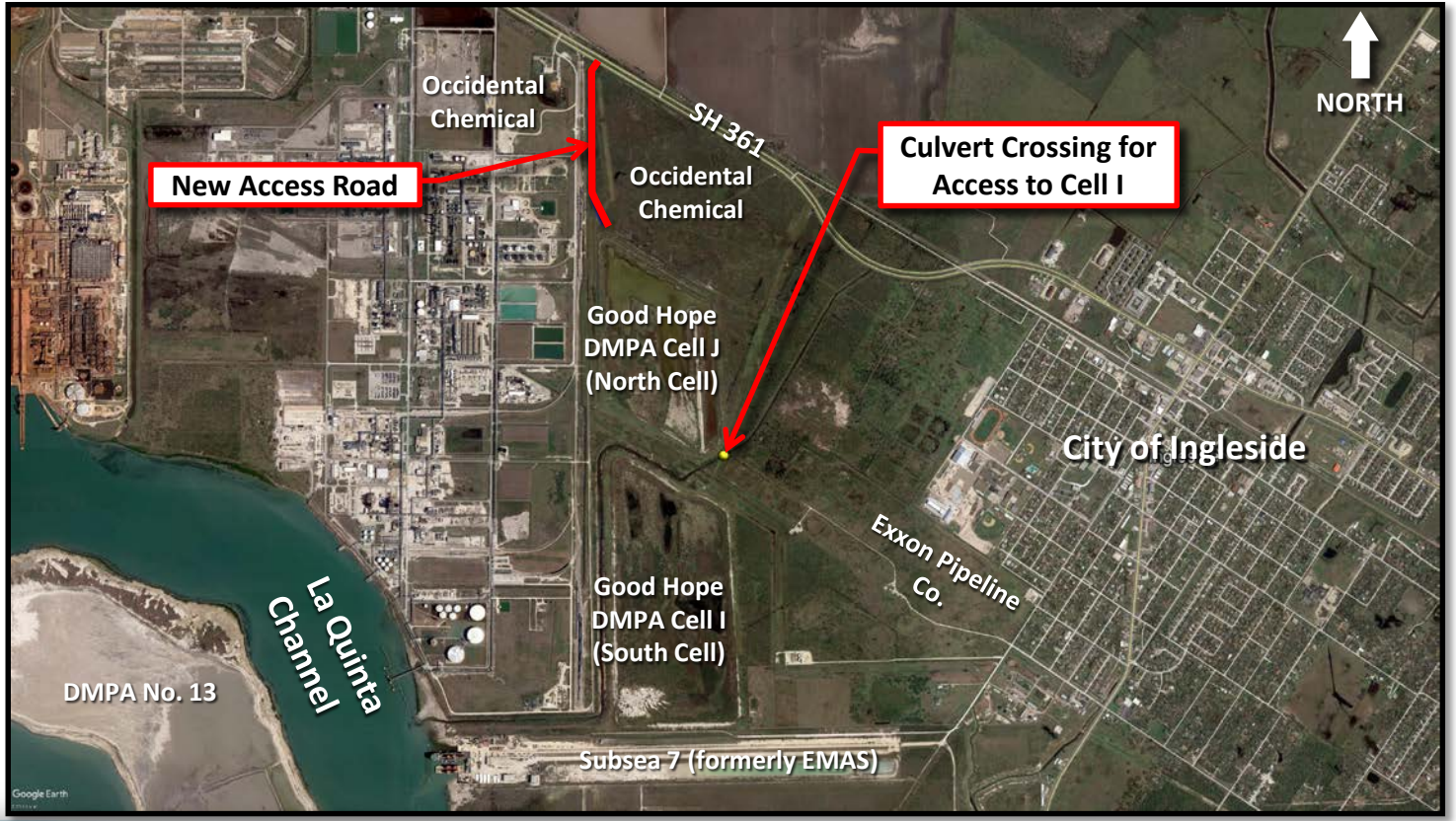
DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dan Koesema
	Dave Michaelsen
Legal	Used Port's Standard Construction Contract Template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Bid Tabulation

New Access Road to Good Hope Dredge Material Placement Area



PORTCORPUSCHRISTI

BID TABULATION FOR
NEW ACCESS ROAD TO GOOD HOPE DMPA
PROJECT NO. 09-019A
Bid Opening: FEBRUARY 07, 2018 - 2PM

Company Name	Bid Bond or Check	Base Bid[A]	Addendum No.1
JE Construction Services LLC	**5%**	**$506,778.35**	**x**
Mo-Con Services, Inc.	5%	$533,600.47	x
Mako Contracting LLC	5%	$537,453.00	x
Jimmy Evans Company	5%	$548,916.00	x
J.Carroll Weaver, Inc.	5%	$584,465.63	x
Garrett Construction Co.	5%	$590,287.75	x
Mitchell Energy Services	5%	$915,196.50	x

Project to be complete within 180 calendar days of the date of said Notice to Proceed.

[A] **BASE BID**: New Access Road To Good Hope Dredge Material Placement Area generally includes: site clearing; excavation, placement and compaction of fill, crushed limestone or crushed concrete to construct approximately 2,500 linear feet of all-weather road; installation of 104 feet of 24-inch reinforced concrete culvert with safety end treatments; removal and installation of fence and gates; installation of an asphalt pavement transition; and installation of 30 feet of 10 x 10 feet reinforced concrete box culvert with associated fill. The scope of work also includes storm water pollution prevention; traffic control; and placement of topsoil and seed.

Read By: Lynn Angerstein

Tabulated By: Procurement

Checked & Prepared By: Lucy Betancourt

Date: February 07, 2018

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Maggie Iglesias-Turner

Amendment to Tariff 100-A, Section V (Loading, Unloading and Wharfage Rates), to Add New Item 509 (Barite in Bags or Supers Sacks) and Item 511 (Cement in Bags or Super Sacks)

SUMMARY: Staff recommends an amendment to Tariff Item 100-A, Section V (Loading, Unloading and Wharfage Rates), to Add New Item 509 (Barite in Bags or Supers Sacks) and Item 511 (Cement in Bags or Super Sacks). The proposed rate for both items is $1.75 per net ton.

BACKGROUND: Due to the changing nature of commodities transiting PCCA, the addition of Item 509 (Barite in Bags or Supers Sacks) and Item 511 (Cement in Bags or Super Sacks) will allow for internal commodity tracking and more accurate rate calculations for customers.

ALTERNATIVES: Continue to apply Tariff Item 541 (Proppants, Ceramic, Oil or Gas Well Fracturing in Bags or Super Sacks) at $1.75 per net ton.

CONFORMITY TO PORT POLICY: Supports Strategic Goal 4: Foster Compatible Industrial and Maritime Development; Strategic Objective 4A: Proactively Pursue Diversified Port-related Economic Development Opportunities; Action Item 3: Identify and Pursue General Cargo and Dry Bulk Diversification Opportunities.

EMERGENCY: No

FINANCIAL IMPACT: None

STAFF RECOMMENDATION: Staff recommends an amendment to Tariff Item 100-A, Section V (Loading, Unloading and Wharfage Rates), to Add New Item 509 (Barite in Bags or Supers Sacks) and Item 511 (Cement in Bags or Super Sacks) with rates for both items of $1.75 per net ton.

222 Power Street 78401 | PO Box 1541 78403 | Corpus Christi, Texas | T 361 882 5633 F 361 882 7110 | portofcorpuschristi.com

DEPARTMENTAL CLEARANCES:

Originating Department	Commercial
Reviewed By	Maggie Iglesias-Turner
	Jarl Pedersen
	Dennis DeVries
Legal	Dane Bruun
Senior Staff	John LaRue
	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS: None



INVESTMENT REPORT

For the Quarter Ended December 31, 2017

PORT CORPUS CHRISTI®

Moving America's Energy

connect with us: portofcc.com

PORT CORPUS CHRISTI®
Moving America's Energy

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Compliance Statement

We believe the investment information presented for the quarter ending December 31, 2017, is accurate in all material respects, and is presented in a manner that fairly sets forth the investment standing of the Port of Corpus Christi Authority (Authority).

This report was prepared in compliance with the Authority's Investment Policy, Investment Strategy, and the Public Funds Investment Act of the State of Texas (Texas Government Code 2256.023).



Dennis J. DeVries
Director of Finance



Audre Debler
Chief Accountant

PORT CORPUS CHRISTI®
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Executive Summary

The accompanying quarterly investment report lists in summary form and in detail the investment positions of the Port of Corpus Christi Authority's (Authority) operating funds as of December 31, 2017. As of that date, the Authority had a total of approximately $219.7 million invested in a local government investment pools, money market accounts, commercial paper, agencies, treasuries, and certificates of deposit.

The goal of the Authority is to ensure the safety of all funds entrusted to the Authority, the availability of those funds for the payment of all necessary obligations of the Authority, and to provide for the investment of all funds, not immediately required, in securities earning a reasonable market yield. The safety of principal and liquidity shall always be the primary concern. The Authority's intention is to hold investments to maturity while receiving the highest reasonable market yield in accordance with its objectives at the date of investment. It is not the intent to devote substantial efforts to earn profit on investment market fluctuations. Investments will be purchased because of their interest yield expectations over their remaining life rather than for speculative purposes.

All investments in the portfolio are fully secured and will return 100% of par value if held to maturity. The Authority's investments are usually held to maturity, and any gains (losses) in market value will be reflected in market prices created by changes in interest rates during the quarter.

QUARTERLY SUMMARY:

September 30, 2017	
Beginning Book	$ 258,276,707
Beginning Market	$ 257,738,193
Unrealized Gain/(Loss)	$ (538,514)
WAM	196 Days
Net Quarterly Yield	0.968%
Yield at End of Quarter	0.962%
Benchmark for Quarter	1.240%
Earnings for Quarter	$ 632,261

December 31, 2017	
Ending Book	$ 219,746,141
Ending Market	$ 219,041,692
Unrealized Gain/(Loss)	$ (704,449)
WAM	177 Days
Net Quarterly Yield	1.086%
Yield at End of Quarter	1.089%
Benchmark for Quarter	1.550%
Earnings for Quarter	$ 611,077

Investment Values and Yield Returns

Asset Detail

	Values	Yields
Bank	$ 19,474,428	0.082%
Texpool	$ 21,946,545	1.176%
Texpool Prime	$ 42,103,873	1.392%
Money Market Account	$ 249,320	1.150%
Commercial Paper	$ 9,979,544	1.499%
Federal Agencies	$ 125,992,430	1.096%
Total	$ 219,746,141	1.089%

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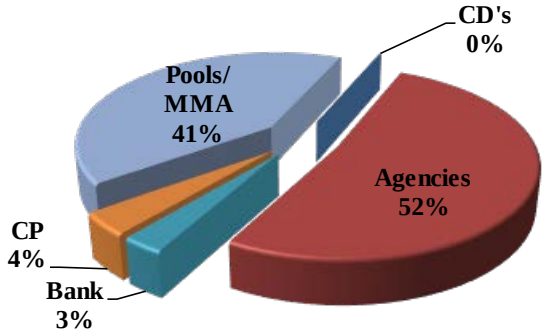
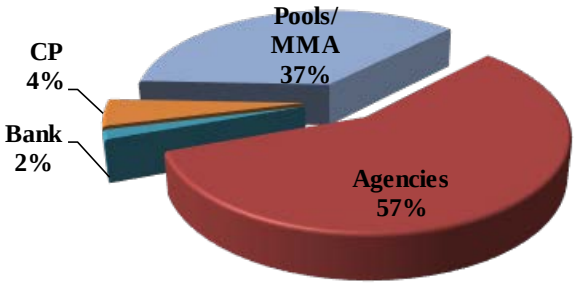
Allocation Analysis

Asset Allocation

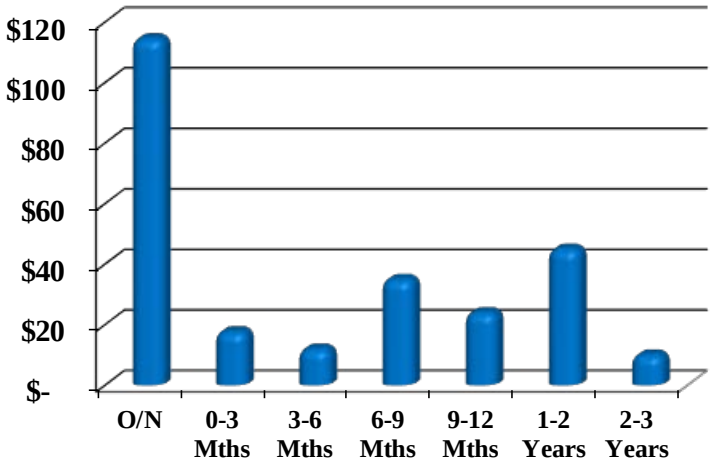
09/30/17

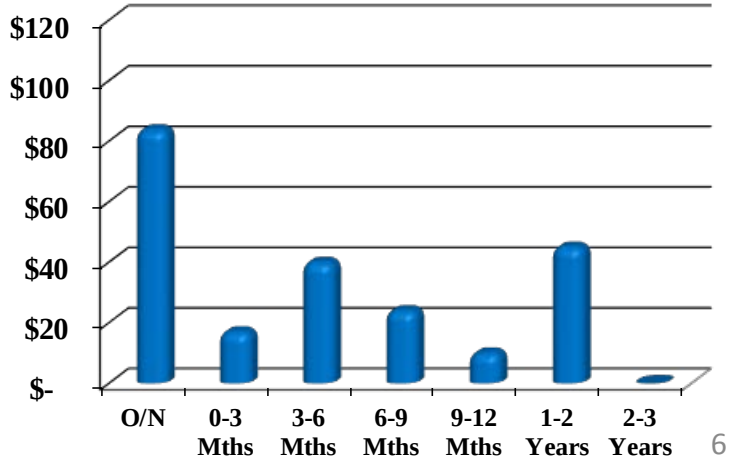


12/31/17



Maturity Allocation (in Millions)





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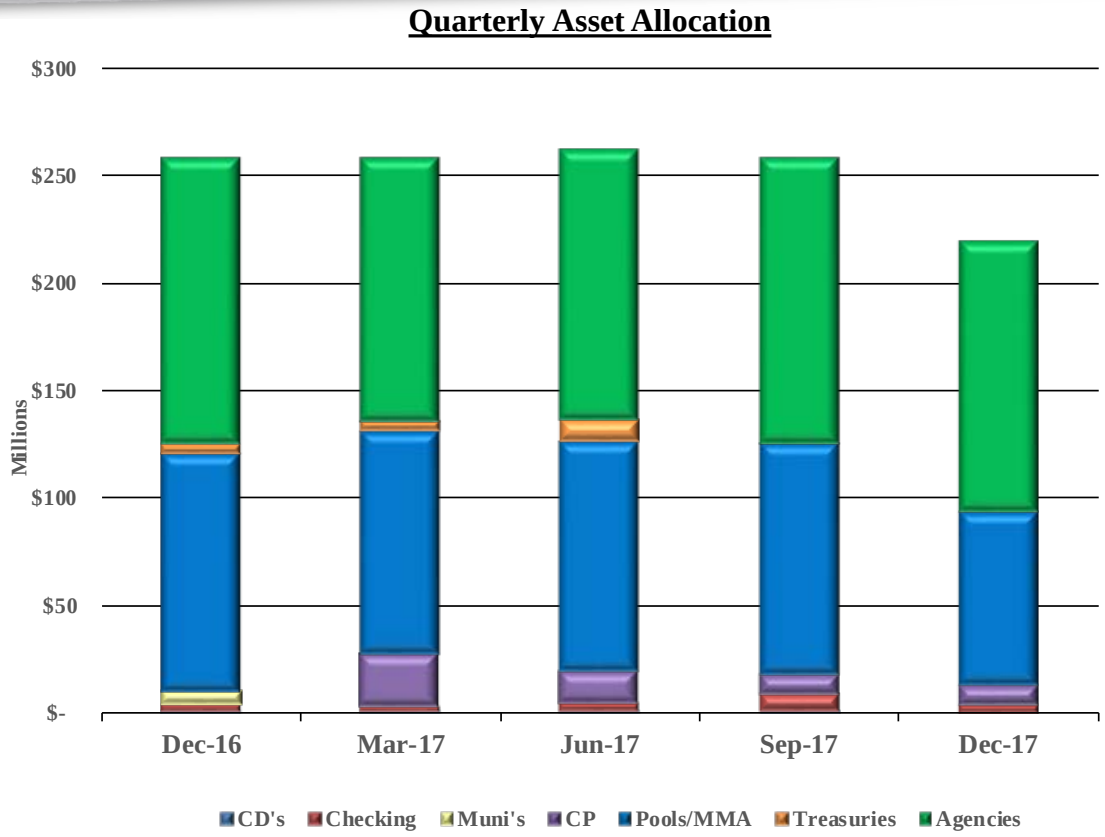
Allocation Analysis



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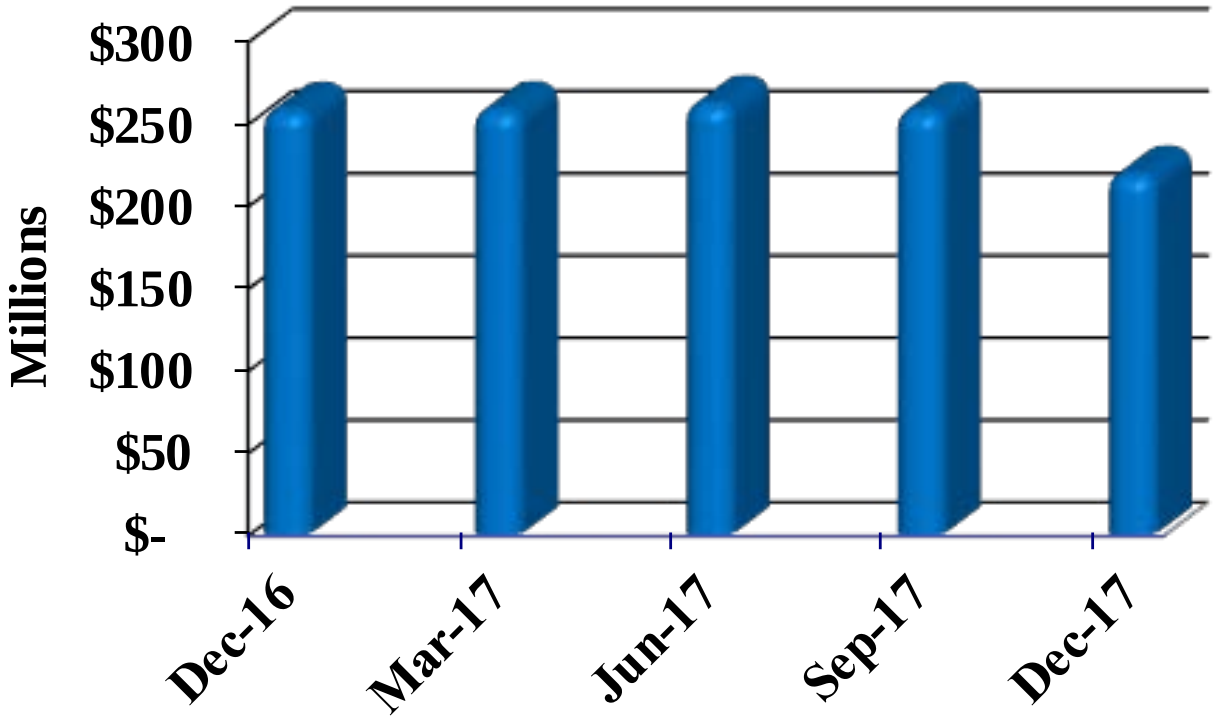
Portfolio Balances



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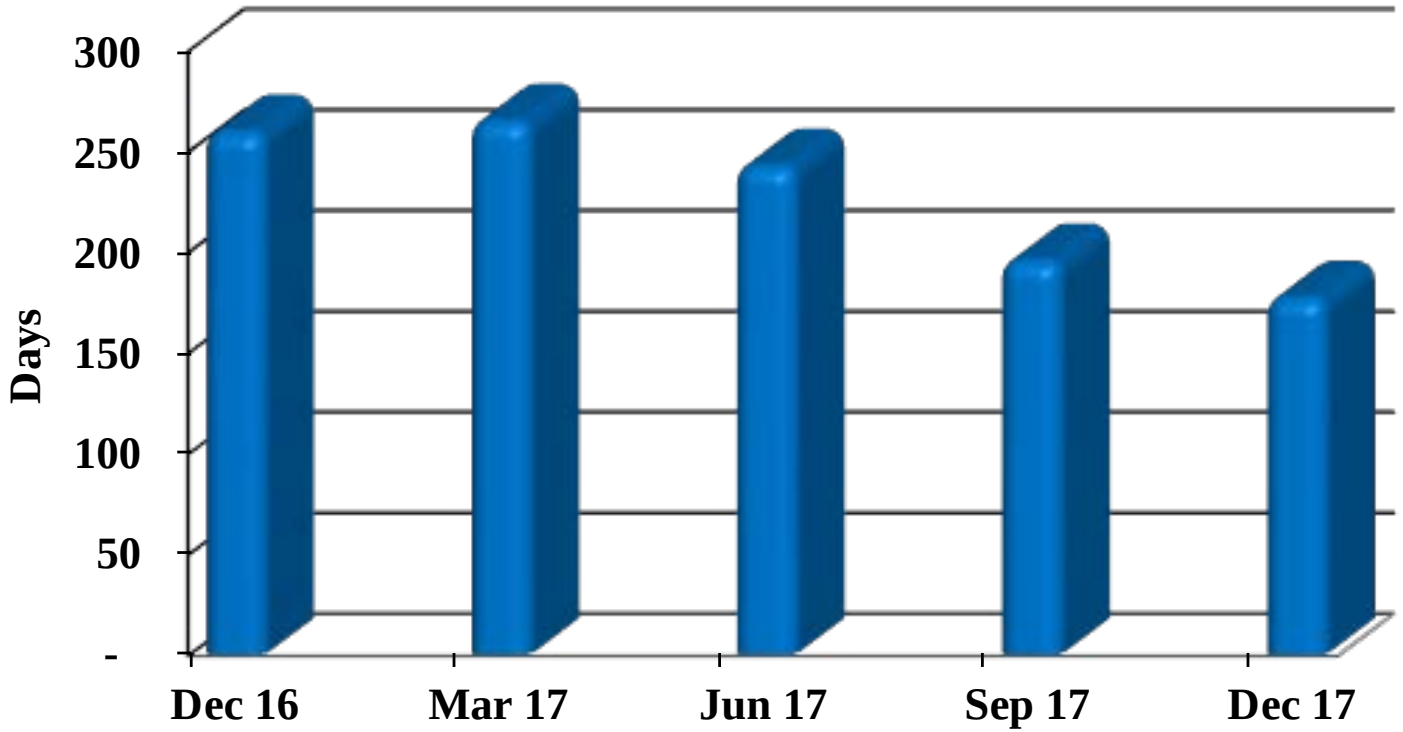
Weighted Average Maturity (WAM)



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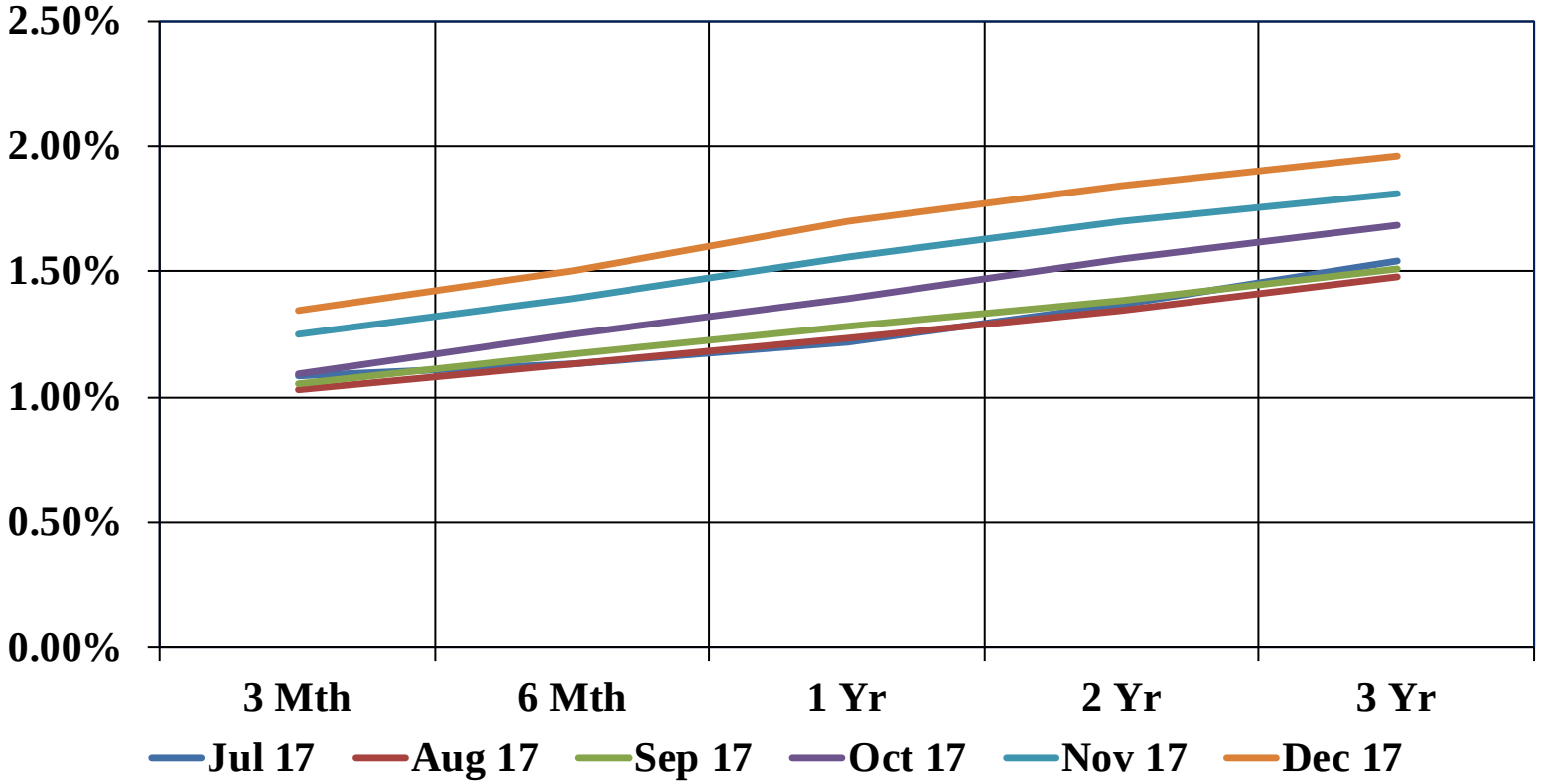
Rates



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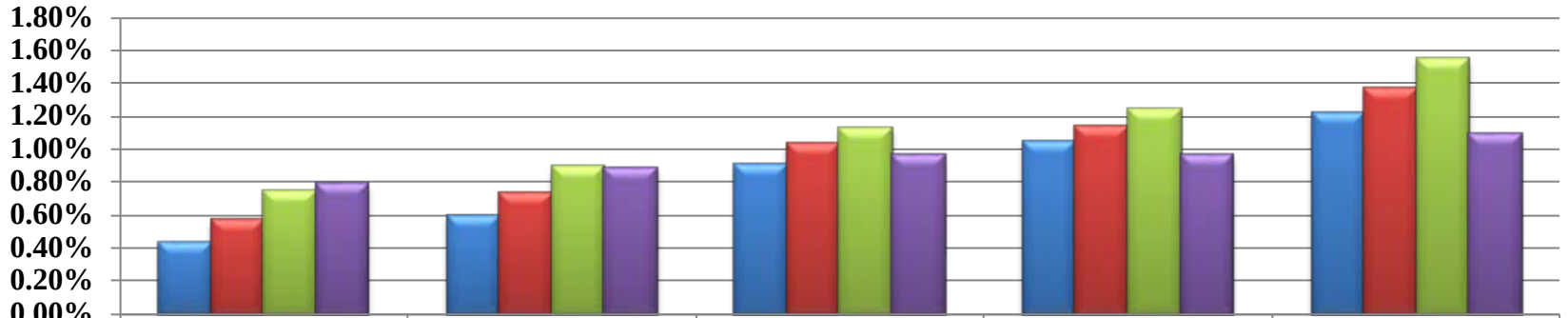
Benchmarks



	December 2016	March 2017	June 2017	September 2017	December 2017
3 Month Treasury	0.430%	0.600%	0.910%	1.050%	1.220%
6 Month Treasury	0.570%	0.730%	1.030%	1.140%	1.370%
1 Year Treasury	0.750%	0.890%	1.120%	1.240%	1.550%
Portfolio Yield	0.788%	0.883%	0.959%	0.962%	1.089%

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Benchmark Review

	Q4-2017	$ Impact
Investment Portfolio	**1.086%**	
3 Mth Treasury Bill	**1.220%**	**-$80,069**
6 Mth Treasury Bill	**1.370%**	**-$169,698**
12 Mth Treasury Bill	**1.550%**	**-$277,253**

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Appendix

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Investment Portfolio

Purchase Date	Type	Maturity Date	Days to Maturity at Purchase	Remaining Days to Maturity	Coupon/ Rate	Book Yield (%)	Par Value	Book Value	Market Value	Unrealized Gain(Loss)	Quarterly Accrued Interest
12/31/2017	Operating Fund	01/01/2018	1	1	0.000%	0.000%	$ 1,054,265	$ 1,054,265	$ 1,054,265	$ -	$ -
12/31/2017	Vendor Fund	01/01/2018	1	1	0.000%	0.000%	$ 2,389,095	$ 2,389,095	$ 2,389,095	$ -	$ -
12/31/2017	Payroll Fund	01/01/2018	1	1	0.000%	0.000%	$ 2,255	$ 2,255	$ 2,255	$ -	$ -
12/31/2017	Asset Forfeiture Fund	01/01/2018	1	1	0.010%	0.010%	$ 14,217	$ 14,217	$ 14,217	$ -	$ 2
	Total Bank						$ 3,459,832	$ 3,459,832	$ 3,459,832	$ -	$ 2
12/31/2017	TEXPOOL	01/01/2018	1	1	1.176%	1.176%	$ 21,946,545	$ 21,946,545	$ 21,946,545	$ -	$ 69,954
12/31/2017	TEXPOOL-Prime	01/01/2018	1	1	1.391%	1.391%	$ 42,103,873	$ 42,103,873	$ 42,103,873	$ -	$ 147,824
12/31/2017	Wells Fargo MMMF	01/01/2018	1	1	0.081%	0.081%	$ 16,014,596	$ 16,014,596	$ 16,014,596	$ -	$ 1,928
12/31/2017	East West Bank - MMA	01/01/2018	1	1	1.150%	1.150%	$ 249,320	$ 249,320	$ 249,320	$ -	$ 700
	Total Pools/MMA						$ 80,314,335	$ 80,314,335	$ 80,314,335	$ -	$ 220,405
06/29/2017	Anglesea Funding CP	10/02/2017	95	0	1.334%	1.334%	$ -	$ -	$ -	$ -	$ 185
06/29/2017	Chesham Finance CP	10/02/2017	95	0	1.334%	1.334%	$ -	$ -	$ -	$ -	$ 185
10/05/2017	Anglesea Funding CP	01/05/2018	92	5	1.405%	1.405%	$ 5,000,000	$ 4,999,222	$ 4,999,222	$ -	$ 17,111
10/05/2017	Chesham Finance CP	04/03/2018	180	93	1.552%	1.552%	$ 5,000,000	$ 4,980,322	$ 4,980,322	$ -	$ 18,822
	Total Commercial Paper						$ 10,000,000	$ 9,979,544	$ 9,979,544	$ -	$ 36,303
10/18/2016	Certificate of Deposit-1st Community	10/18/2017	365	0	1.250%	1.250%	$ -	$ -	$ -	$ -	$ 143
	Total Certificate of Deposits						$ -	$ -	$ -	$ -	$ 143
11/24/2015	FFCB Note	11/19/2018	1,091	322	1.290%	1.281%	$ 5,000,000	$ 5,000,385	$ 4,975,665	$ (24,720)	$ 16,016
11/24/2015	FHLB Note	11/17/2017	724	(1)	0.940%	0.990%	$ -	$ -	$ -	$ -	$ 6,322
11/24/2015	FNMA Note	05/21/2018	909	140	0.875%	1.165%	$ 5,000,000	$ 4,994,459	$ 4,986,875	$ (7,584)	$ 14,499
05/27/2016	FFCB Note	02/16/2018	630	46	0.750%	0.940%	$ 5,000,000	$ 4,998,826	$ 4,997,030	$ (1,796)	$ 11,723
07/29/2016	FFCB Call Note	01/11/2018	531	10	0.690%	0.829%	$ 7,000,000	$ 7,000,000	$ 6,998,803	$ (1,197)	$ 12,075
08/23/2016	FHLB Call Note	08/23/2018	730	234	1.125%	1.112%	$ 7,000,000	$ 7,000,000	$ 6,972,966	$ (27,034)	$ 19,688
08/23/2016	FNMA Call Note	08/23/2019	1,095	599	1.100%	1.100%	$ 10,000,000	$ 10,000,000	$ 9,870,900	$ (129,100)	$ 27,500
08/24/2016	FHLB Call Note	05/24/2018	638	143	1.000%	1.000%	$ 5,000,000	$ 5,000,000	$ 4,987,985	$ (12,015)	$ 12,500
09/06/2016	FNMA Call Note	09/06/2019	1,095	613	1.125%	1.125%	$ 10,000,000	$ 10,000,000	$ 9,871,040	$ (128,960)	$ 28,125
09/12/2016	FNMA Note	12/20/2017	464	(1)	0.875%	0.720%	$ -	$ -	$ -	$ -	$ 3,955
10/06/2016	FHLB Call Note	04/12/2018	553	101	0.875%	0.875%	$ 10,000,000	$ 10,000,000	$ 9,984,590	$ (15,410)	$ 21,875
10/06/2016	FHLB Call Note	09/06/2018	700	248	1.000%	1.005%	$ 7,000,000	$ 7,000,000	$ 6,965,567	$ (34,433)	$ 17,500
10/27/2016	FHLB Call Note	07/27/2018	638	207	0.900%	0.900%	$ 10,000,000	$ 10,000,000	$ 9,959,280	$ (40,720)	$ 22,500
10/28/2016	FHLMC Call Note	10/25/2019	1,092	662	1.300%	1.300%	$ 10,000,000	$ 10,000,000	$ 9,873,240	$ (126,760)	$ 32,500
11/08/2016	FFCB Call Note	01/25/2019	808	389	1.230%	1.184%	$ 5,000,000	$ 5,000,000	$ 4,969,345	$ (30,655)	$ 15,375
11/08/2016	FFCB Call Note	02/22/2019	836	417	1.150%	1.112%	$ 5,000,000	$ 5,000,000	$ 4,947,760	$ (52,240)	$ 14,375
11/28/2016	FHLMC Call Note	11/28/2018	730	331	1.050%	1.050%	$ 5,000,000	$ 5,000,000	$ 4,963,720	$ (36,280)	$ 13,125
04/19/2017	FRMAC Call Note	04/19/2018	365	108	1.250%	1.250%	$ 10,000,000	$ 10,000,000	$ 9,991,640	$ (8,360)	$ 31,250
05/08/2017	FRMAC Note	04/18/2019	710	472	1.430%	1.467%	$ 5,000,000	$ 4,997,665	$ 4,978,620	$ (19,045)	$ 18,325
05/08/2017	FHLB Note	06/08/2018	396	158	1.250%	1.199%	$ 5,000,000	$ 5,001,095	$ 4,992,955	$ (8,140)	$ 14,997
	Total Treasuries/Agencies						$ 126,000,000	$ 125,992,430	$ 125,287,981	$ (704,449)	$ 354,225
	Total Investments						$ 219,774,167	$ 219,746,141	$ 219,041,692	$ (704,449)	$ 611,077

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Investment Transactions

Transaction Date	Purchase Date	Description	Coupon	Yield	Maturity Date	Par Value	Transaction Price	Total Cost	Interest Purchased (Sold)	Total Transaction
Purchases:										
10/05/2017	10/05/2017	Chesham Finance CP	1.552%	1.552%	04/03/2018	$ 5,000,000	100.000	$ 4,961,500	$ -	$ 4,961,500
10/05/2017	10/05/2017	Anglesea Funding CP	1.405%	1.405%	01/05/2018	$ 5,000,000	100.000	$ 4,982,111	$ -	$ 4,982,111
	Total Purchases					$ 10,000,000		$ 9,943,611	$ -	$ 9,943,611

Transaction Date	Purchase Date	Description	Coupon	Yield	Maturity Date	Par Value	Transaction Price	Total Cost	Interest Received	Maturity Proceeds
Maturities:										
10/02/2017	06/29/2017	Anglesea Funding CP	1.334%	1.334%	10/02/2017	$ 5,000,000	100.00	$ 5,000,000	$ -	$ 5,000,000
10/02/2017	06/29/2017	Chesham Finance CP	1.334%	1.334%	10/02/2017	$ 5,000,000	100.00	$ 5,000,000	$ -	$ 5,000,000
10/18/2017	10/18/2016	Certificate of Deposit-1st Community	1.250%	1.250%	10/18/2017	$ 245,000	100.00	$ 245,000	$ 764	$ 245,764
11/17/2017	11/24/2015	FHLB Note	0.940%	0.990%	11/17/2017	$ 5,000,000	100.00	$ 5,000,000	$ 23,500	$ 5,023,500
12/20/2017	09/12/2016	FNMA Note	0.875%	1.165%	12/20/2017	$ 2,500,000	100.00	$ 2,500,000	$ 10,938	$ 2,510,938
	Total Maturities					$ 17,745,000		$ 17,745,000	$ 35,201	$ 17,780,201
	Total Net Transactions					$ (7,745,000)		$ (7,801,389)	$ (35,201)	$ (7,836,590)

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Thank You!



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COLLIER, JOHNSON & WOODS, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

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Corpus Christi, Texas 78401-0839
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www.cjw-cpa.com

January 8, 2018

Mr. Dennis J DeVries
Director of Finance
Port of Corpus Christi Authority
P O Box 1541
Corpus Christi, TX 78403

Dear Dennis:

Enclosed are two copies of the engagement letter for 2017. Please have Mr. Engel sign one and return it to us. The other copy is for your records. If you have any questions, please call.

Very truly yours,

COLLIER, JOHNSON & WOODS
A Professional Corporation

Brigid W Cook

Brigid W. Cook, CPA
Shareholder

COLLIER, JOHNSON & WOODS, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

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January 9, 2018

Mr. David Engel
Audit Committee Chairman
Port of Corpus Christi Authority
P O Box 1541
Corpus Christi, TX 78403

Dear Mr. Engel:

We are pleased to confirm our understanding of the services we are to provide to the Port of Corpus Christi Authority (Authority) for the year ended December 31, 2017. We will audit the primary financial statements of the Authority including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Authority as of and for the year ended December 31, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Changes in Net Pension Liability and Related Ratios
3. Schedule of Employers Contribution to Pension Plan
4. Employment Retirement Benefits – Schedule of Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial

1. Supplemental Schedules
2. Schedule of Expenditures of Federal Awards

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory Section
2. Statistical Section.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Port Commissioners of the Port of Corpus Christi Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements or the Single Audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. The purpose of those procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable reassurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or

others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. objectives discussed in the Audit Objectives section of this letter. This responsibility includes

relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the federal clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

The audit documentation for this engagement is the property of Collier, Johnson & Woods P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Collier, Johnson & Woods P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide; to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date the of the report release or for any additional period requested by the oversight agency for audit. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Brigid W. Cook is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services, plus travel and other out-of-pocket costs such as report production, typing, postage, etc., will be billed as incurred. Our rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. We estimate that our fee for the engagement will be as follows:

Financial Audit of the Authority	$37,500

The fees will not exceed $37,500 for the services, unless unforeseen circumstances arise. Such circumstances will be discussed when, and if, encountered. Our invoices for these fees will be rendered as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to the Port of Corpus Christi Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

COLLIER, JOHNSON & WOODS
A Professional Corporation

Brigid W Cook

Brigid W. Cook, CPA
Shareholder

RESPONSE:

This letter correctly sets forth the understanding of the Port of Corpus Christi Authority.

Mr. David Engel
Audit Committee Chairman

COLLIER, JOHNSON & WOODS, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

555 N. Carancahua, Suite 1000
Corpus Christi, Texas 78401-0839
361-884-9347 • Fax 361-884-9422
www.cjw-cpa.com

January 8, 2018

Mr. David Engel
Audit Committee Chairman
Port of Corpus Christi Authority
P O Box 1541
Corpus Christi, TX 78403

We are engaged to audit the primary financial statements of The Port of Corpus Christi Authority (Authority) for the year ended December 31, 2017. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards* and the Uniform Guidance

As stated in our engagement letter dated January 8, 2018, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to Management Discussion & Analysis, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on Supplemental Information and the Schedule of Expenditures of Federal/State Awards, which accompany the financial statements but are not RSI. Our responsibility for this supplemental information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit in February 2018 and issue our report in March 2018. Brigid W. Cook is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Port Authority and management of the Port of Corpus Christi and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

COLLIER, JOHNSON & WOODS
A Professional Corporation

Brigid W Cook

Brigid W. Cook, CPA
Shareholder

ACKNOWLEDGED:

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
krams@pocca.com
361-885-6134

ANTICIPATED STAFF PRESENTER: Natasha Fudge, P.E.
Capital Program Manager

Approve an Increase in Contingency in the amount of $605,000 and a Change Order with J.M. Davidson, Ltd in the Amount of $580,000 associated with the Construction of the Bulk Liquid Handling Facilities at Bulk Terminal Dock 3.

SUMMARY: Staff requests approval of an increase in contingency in the amount of $605,000 and a Change Order in the amount of $580,000 with J.M. Davidson, Ltd for the addition of four metering skids related to the construction of bulk liquid handling facilities at Bulk Terminal Dock 3.

BACKGROUND: On September 19, 2017, the Commission awarded a construction contract to JM Davidson, Ltd. in the amount of $6,621,987 for the construction of petroleum liquids and vapor handling facilities at Bulk Terminal Dock 3. The completed project will allow the transfer of refined petroleum products to and from barges and ocean going vessels berthed at Bulk Dock 3 including serving the adjacent Maverick Terminals Corpus, LLC (Howard Energy) terminal currently under construction. The project was scoped, designed, and bid with nine rail loading stations, utilizing rail car transloaders provided by a potential Bulk Terminal Dock 3 customer for the rail loading portion of the project. During project construction, it was determined that costly modifications to the customer's transloaders would be required. In lieu of the added expense to modify the customer's transloaders, staff negotiated the attached change order with JM Davidson to provide four rail loading metering skids. Having PCCA-owned metering skids integrated into the project will allow for more efficient operations, especially to serve multiple customers, since each customer's transloaders and/or metering skids would not have to be exchanged to load another customer's product.

Cost for providing the four metering skids and integrating them into the project was negotiated for $580,000 and add 84 calendar days to complete the work on the rail loading portion of the project. The work on the project to serve Maverick/Howard Energy is anticipated to be complete in March 2018. To cover the additional cost of this Change Order and to provide some additional contingency should it be needed to complete the project, staff is recommending the Commission approve an additional $605,000 in

contingency for this project ($25,000 above the $580,000 needed for the proposed Change Order).

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development, Action #4 – Develop Process to Support Private Customer Projects).

EMERGENCY: Although this is not an emergency action, construction services are required to provide an operating facility that will meet the commercial needs and established schedule of the Port's customer.

FINANCIAL IMPACT: The Commission has already approved $514,879.48 in contingency for this project, and $362,369.93 has been expended to date, leaving a current contingency balance of $152,509.55. With the recommended additional contingency, a total of $1,119,879.48 (or 17%) contingency will be approved for this project.

STAFF RECOMMENDATION: Staff requests the approval of an increase in contingency in the amount of $605,000 and approval of the attached Change Order with J.M. Davidson, Ltd in the amount of $580,000 for additional work associated with providing metering skids for the construction of bulk liquid handling facilities at Bulk Terminal Dock 3.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering
Reviewed & Approved	David Krams
	Jacob Morales
	Dave Michaelsen
	Natasha Fudge
Legal	Used standard template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Change Order

PORT CORPUS CHRISTI

CHANGE ORDER

Change Order No. 5
Date: February 20, 2018

PROJECT: Bulk Liquid Handling Facility at Bulk Dock 3
PROJECT NUMBER: 17-033B
CONTRACTOR: J.M. Davidson Ltd.

This contract will be modified to include the changes listed below, and the contract price and/or contract time will be changed to reflect these modifications:

Design, fabricate, deliver, install, and commission four (4) metering skids per attached proposal and referenced attached one-line diagram and narrative.

- **J.M. Davidson Inc. proposal for metering skid dated 2-14-2018 (attached as Exhibit A)**
- **Metering skid one-line diagram dated 1-27-2018 (attached as Exhibit B)**
- **Metering skid narrative (attached as Exhibit C)**

Increase in Contract Price:	$	580,000.00
Increase in Contract Time:		84 Days

Original Contract Amount:	$	6,621,987.00
Total Amount of Previous Change Orders:	$	362,369.93
Amount of this Change Order:	$	580,000.00
Revised Contract Amount:	$	7,564,356.93

Notice To Proceed Date:	October 03, 2017
Original Contract Time:	89 Days
Previous Changes in Contract Time:	42 Days
Calendar Days for this Change Order:	84 Days
Revised Contract Time:	215 Days
Required Completion Date:	May 06, 2018

The change in contract price 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 J.M. Davidson Ltd., as signed by their duly authorized representatives below.

Port of Corpus Christi Authority

By: _____
Jacob Morales, P.E.
Senior Project Engineer

By: _____
David L. Krams, P.E.
Director of Engineering Services

Date: February 20, 2018

J.M. Davidson Ltd.

By: _____
James Olivarez
Chief Estimator/Planner

Date: _____

222 Power Street 78401 | PO Box 1541 78403 | Corpus Christi, Texas | T 361 882 5633 F 361 882 7110 | portofcorpuschristi.com

EXHIBIT A

Port Of Corpus Christi February 14, 2018

Attention: Carlos Martinez

Subject: Design and Fabrication of Meter Skids

Dear Mr. Martinez,

We are pleased to offer this proposal to design and fabricate 4EA customized metering skids based on the one line P&ID provided by Govind Engineering.

Scope:

Each metering skid will consist of a 4' x 15' galvanized skid with single line able to meter both diesel and gasoline with a vapor line. Each skid shall have strainer, various gate valves, a 3" Coriolis (sized as per our preliminary discussion with micromotion) meter, Omin flow controller, check valve, and pneumatic gate valve, and a PLC with minimal programing to the PLC located in electrical control room #1. As well as local remote open/close control with various gages as shown on the one line drawing.

Clarifications:

- Proposal does not include state sales and use tax, POCCA is tax exempt.
- Proposal is based on one line drawing provided by the port.
- Proposal includes 10% NDE, with hydro.
- Proposal includes coating with 3 part system.
- Proposal includes galvanized skid (4'x15')
- Ultimate design will be the responsibility of JMD
- Hoses are not included, but are included in the Bulk Dock 3 contract.
- Programming and integration is not included, but are included in the Bulk Dock 3 contract.

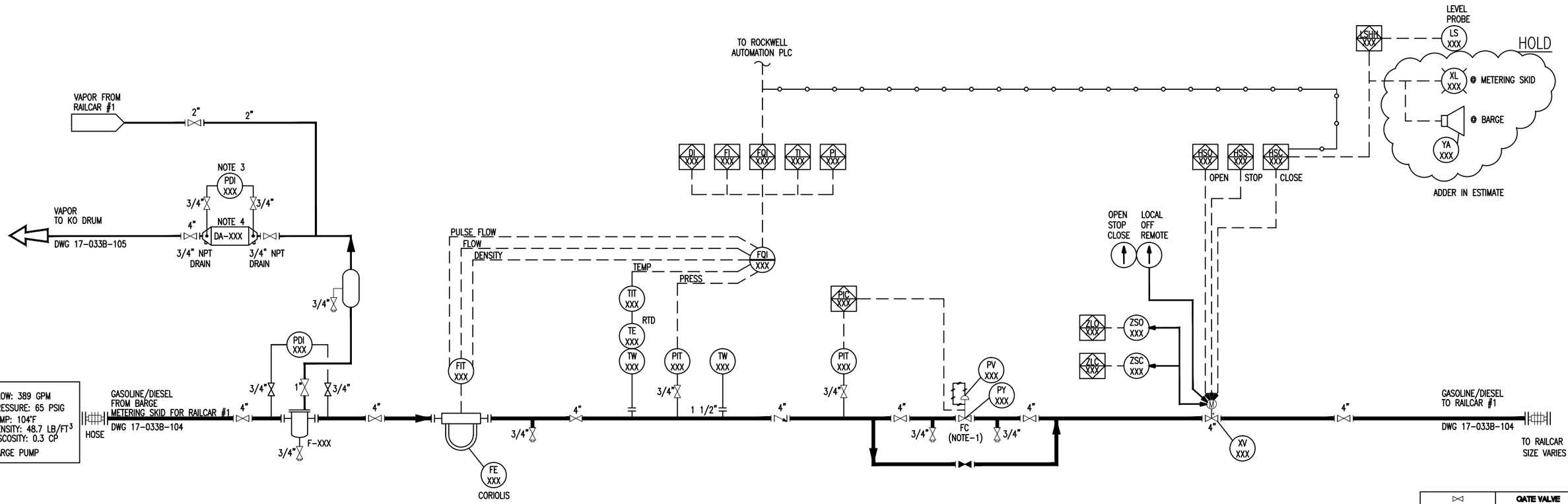
Estimated Duration: 12 weeks for all 4 metering skids.

Pricing: $145,000.00 (one hundred forty five thousand dollars and 00/100) EA

Thanks,

James Olivarez
Chief Estimator/Planner
Certified Welding Inspector
james@jmdavidson.com
361-883-0983

EXHIBIT B



METERING SKID #1
(NOTE-2)

INSTRUMENT TABLE

RAILCAR #	PV/PT/PY	XV/ZSO/ZSC/ HSC/HSS/HSO	FE/FIT/FQI/ TE/TIT/PIT	LS	XL	YA	PDI	DA/PDI	F/PDI
1.	141	131	131	131	131	131	131	101	131
2.	142	132	132	132	132	132	132	102	132
3.	143	133	133	133	133	133	133	103	133
4.	144	134	134	134	134	134	134	104	134
5.	145	135	135	135	135	135	135	105	135
6.	146	136	136	136	136	136	136	106	136
7.	147	137	137	137	137	137	137	107	137
8.	148	138	138	138	138	138	138	108	138
9.	149	139	139	139	139	139	139	109	139

PCCA PROJ. 17-033B

⋈	GATE VALVE
	CHECK VALVE
	FLANGED HOSE
	STRAINER
	AIR ELIMINATOR
	FLOW ELEMENT
	DETONATION ARRESTOR

NOTES:-

1. VENDOR TO SIZE THE CONTROL VALVE PV AND INCLUDE REDUCER/ EXPANDER (IF REQUIRED) IN THE LINE.
2. SAME ASSEMBLY SHOULD BE USE FOR METERING SKID #2 THROUGH #9
3. OPERATOR SHOULD MONITOR THE PRESSURE DROP ACROSS DETONATION ARRESTOR AS AN INDICATION OF CLOGGING AND THE AMOUNT OF FOULING.
4. DETONATION ARRESTOR NEED TO BE CLEANED PERIODICALLY TO AVOID CLOGGING.

NO.	DATE	REVISION

GOVIND DEVELOPMENT, LLC
9510 LEOPARD ST.
CORPUS CHRISTI, TX 78410
PH. 361-241-2777
FAX 361-241-2200
TBPE FIRM No.: F-10101

PORT CORPUS CHRISTI

PORT OF CORPUS CHRISTI AUTHORITY

BULK LIQUID HANDLING FACILITY
AT BULK DOCK 3
SINGLE LINE DRAWING

SCALE: NTS	BARGE DOCK	DATE: 01/27/2018
DWN. BY: VS		DWG. NO. 17-033B-108

JOB NO. 17POC0139

EXHIBIT C

PORT OF CORPUS CHRISTI

PROJECT:
BULK LIQUID HANDLING FACILITY
AT THE FORMER BULK DOCK 3
LAYBERTH

METERING SKID

METERING SKID NARRATIVE:

The intent of this document is to provide the design criteria for the metering skid for custody transfer of gasoline & diesel to the railcar.

The metering skid includes strainer, custody transfer Coriolis meter with associated instrumentation, pressure control instruments and motor operated valve. The metering skid must measure indicated volume (IV), Gross Standard Volume (GSV), Net Standard Volume (NSV). It should also provide safe and tamper proof operation, and meet requirements of accuracy. The installation of the equipment/instruments will be capable of satisfying the required performance characteristics for the application between the minimum and maximum flow rates, at the maximum operating pressure, and over the temperature range.

The installation will ensure a maximum operating life. Strainers, air/vapor eliminators will be provided upstream of the Coriolis meter to remove solids, and gases that could cause meter damage, premature meter wear, and measurement error.

The design and installation will also have the ability to maintain adequate pressure on the liquid in the system at all temperatures to ensure that the fluid being measured will remain in a liquid state at all times.

The installation of equipment & instruments will comply with all applicable regulations, codes, manufacturer guidelines and will not be subjected to piping strain and vibration beyond their recommended limits.

Proper mounting of the Coriolis is required. The Coriolis meter should be oriented in a position that will assure the measuring tubes are completely filled with fluid. Refer to the manufacturer's preferred recommendations. Assure there aren't any sources of vibration or pulsation that can affect the meter performance. A block-and-bleed valve will be installed downstream of the Coriolis meter.

Minimum back pressure is required in order to prevent cavitation. A back pressure valve will be installed downstream of the Coriolis meter and be of a fail-safe design.

All valves installed on the measurement station will be designed so that they will not admit air when they are subjected to vacuum conditions. A check valve to restrict reverse flow will be installed at the metering skid downstream of the Coriolis meter.

Each meter will be installed as to prevent vapor from passing through it. This is achieved by vapor elimination equipment being installed as close as possible to the upstream side of the Coriolis meter. The vent lines will be of adequate size, and the safety of the venting system should be given special design consideration. Detonation arrestor should be considered in the metering skid.

110

Provision to be kept in metering skid to drain gasoline/diesel in closed container.

Metering skid will have its own PLC.

All the instruments and electrical items should meet area classification class 1 Div. 2.

All cabling will be approved for the class of service and installed in accordance with the NEC or similar applicable electrical agency requirements. Signal cabling will be properly protected from environmental elements and shielded from outside electrical interference. Signal interference should be minimized by providing proper electrical isolation between AC power and signal wires at all times.

CONTROL PHILOSOPHY:

Based on railcar size, required flow count will be set in Omni flow computer/ totalizer (FQI) and the railcar will be filled up based on that flow count set. When that set point is reached, metering skid PLC will close the motor operated valve (XV) and also will send signal to customer PLC (Rockwell Automation PLC) to inform that the railcar is filled.

Metering skid should also have a level probe (railcar overfill probe) which needs to be inserted on railcar to check the level. The level switch set point needs to be set at site based on the railcar size. When the railcar required level is reached, it will send signal to metering skid PLC.

Metering skid PLC in turn will close the motor operated valve XV if it is open, initiate a lamp in metering skid and a horn which is mounted at barge. Motor operated valve XV close feedback to PLC will be achieved by XV valve close limit switch.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Beatriz Rivera, P.E., Environmental Engineer
brivera@pocca.com
(361) 885-6639

Authorize Additional Purchase of Lighting Retrofit Supplies and Services for the Ortiz Center from Facility Solutions Group Through Existing Co-Op Contract Under the State of Texas BuyBoard Cooperative Program in the Amount of $28,940.

SUMMARY: Staff requests authorization to purchase additional lighting retrofit supplies and services for the Ortiz Center from Facilities Solutions Group through a Co-Op Contract under the State of Texas BuyBoard Cooperative Program in the amount of $28,940. Previous purchases under the same contract total $66,553.

BACKGROUND: A project to retrofit the existing lighting at the Ortiz Center to LED lighting was scheduled in the 2017 budget and commenced in 2017. LED retrofit kits with dimming capabilities were installed, however, the systems are not working properly. Further investigation identified the need for additional upgrades to the dimming system panels in the Ortiz Center's Main Rooms. These upgrades to the dimming system panels will also support planned AV system upgrades.

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #5 (Be an Environmental Leader), Strategic Objective 5B (Continue to Meet and Exceed Regulatory Standards), Action Item 1 (Implement Environmental Standards Port-wide).

EMERGENCY: N/A.

FINANCIAL IMPACT: The project will reduce power consumption, maintenance cost, and environmental impacts.

STAFF RECOMMENDATION: Staff recommends an additional purchase order be issued to Facility Solutions Group in the amount of $28,940 for upgrading the dimming system panels at the Ortiz Center's Main Rooms.

DEPARTMENTAL CLEARANCES:

Originating Department	Environmental Planning & Compliance
Reviewed By	Sarah Garza
	Beatriz Rivera
	Carol Rodriguez
Legal	N/A
Senior Staff	John LaRue
	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

None

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

ANTICIPATED STAFF PRESENTER: Jacob Morales, P.E.
Senior Project Engineer

Approve an Amendment to Increase a Professional Engineering Services Contract with Bath Group, Inc. in the Amount of $35,000 for Engineering Services Associated with Electrical Upgrades at Public Oil Docks 1 through 5, 7, 11, and 12.

SUMMARY: Staff requests approval of an amendment to increase a Professional Engineering Services Contract with Bath Group, Inc. (dba Bath Process Safety Management and Bath Engineering) (Bath) in an amount not to exceed $35,000, for electrical engineering services associated with the detailed design to remediate deficiencies of electrical systems at Public Oil Docks 1, 2, 3, 4, 5, 7, 11, and 12.

BACKGROUND: On June 20, 2017, the Commission approved a Professional Engineering Services Contract with Bath in the amount of $154,887 to develop a detailed hazardous area classification compliance assessment remediation plan and to provide professional engineering design services that mitigate PCCA-owned electrical system findings at each of Public Oil Docks 1, 2, 3, 4, 5, 7, 11, and 12. The majority of these public oil docks have been in service for over 30 years, and throughout that time, both the PCCA and customers have made repairs and/or the addition of electrical devices to the docks' electrical systems. Bath's detailed inspection and development of the assessment remediation plan revealed additional items that require mitigation and had not been previously identified in the original scope of work for this project. As a result, additional design effort is required to address each finding and to include remediation of each in detailed design drawings and technical specifications.

ALTERNATIVES: N/A.

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development, Action #2 – Upgrade and Maintain Existing Docks and Facilities).

EMERGENCY: No; however, the compliance assessment reports warrant that the electrical upgrades be performed to ensure the equipment meet the most current codes and recommended practices.

FINANCIAL IMPACT: The 2018 budget includes $350,000 for this maintenance project.

STAFF RECOMMENDATION: Staff recommends approval of an amendment to increase a Professional Engineering Services Contract with Bath Group, Inc. at a cost not to exceed $35,000, for a total contract amount of $189,887, for electrical engineering services associated with the detailed design to remediate deficiencies of electrical systems at Public Oil Docks 1, 2, 3, 4, 5, 7, 11, and 12.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Natasha Fudge
	Jacob Morales
Legal	Standard Professional Services Contract Amendment Template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Amendment to Professional Engineering Services Contract

AMENDMENT NO. 1
TO
PROFESSIONAL ENGINEERING SERVICES CONTRACT
FOR
PROJECT NAME: ELECTRICAL UPGRADES AT VARIOUS PUBLIC OIL DOCKS
PROJECT NUMBER: 17-008A

This Amendment No. 1 to Professional Consulting Services Contract for the Electrical Upgrades at Various Public Oil Docks project (the ***"Amendment")*** is made effective as of February 20, 2018 ***("Amendment Date")*** by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution ***("Authority"),*** and Bath Group, Inc. (dba Bath Process Safety Management [PSM] and Bath Engineering) ***("Engineer").*** Authority and Engineer are sometimes individually referred to herein as a ***"Party"*** and collectively as the ***"Parties".***

WHEREAS, Authority and Engineer entered into a Professional Consulting Services Contract dated June 20, 2017, in connection with the Authority's Electrical Upgrades at Various Public Oil Docks project, Project No. 17-008A (the ***"Agreement")***; and

WHEREAS, capitalized terms in this Amendment shall have the meanings given to them in the Agreement, except as provided herein; and

WHEREAS, the Authority and Engineer have agreed (i) to increase the compensation payable to Engineer under the Agreement, and (ii) to extend the Deadline for performing the Services;

NOW, THEREFORE, for a good and valuable consideration, the Parties hereby agree as follows:

A. **Section 2 (PERIOD OF SERVICE)** of the Agreement is hereby amended by amending the first sentence of Section 2 to read as follows:

> **2. PERIOD OF SERVICE:** The Engineer shall complete the Services on or before August 31, 2018 (the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14.

B. **Section 7 (COMPENSATION)** of the Agreement is hereby amended in its entirety to read as follows.

> **7. COMPENSATION**: The compensation to be paid Engineer for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Engineer for the Services shall not exceed **One Hundred Eighty-nine Thousand Eight Hundred Eighty-seven Dollars ($189,887.00).** Engineer will obtain the approval of Authority's Project

Representative relative to incurring travel and other expenses before incurring such costs.

C. This Amendment shall be binding on the successors and assigns of the Parties.

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.

E. This Amendment maybe 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 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.

[The signature page follows this page]

In Witness Whereof, each Party has caused this Amendment to be executed by its duly authorized representative effective for all purposes as of the Amendment Date.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
Sean C. Strawbridge
Chief Executive Officer
Date: _____

BATH GROUP, INC.

By: James E. Johnston
Name: James E. Johnston
Title: Business Director
Date: FEB 13, 2018

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

ANTICIPATED STAFF PRESENTER: Dan Koesema, P.E.
Chief of Channel Development

Approve an Amendment to Increase a Professional Consulting Services Contract with 360Factors EHS Consulting Services, Inc. in the Amount of $31,000 for Additional Work Associated with Sediment Testing of Dredge Material for the Construction of the Corpus Christi Ship Channel – Channel Improvement Project.

SUMMARY: Staff requests approval of an amendment to increase a Professional Consulting Services Contract with 360Factors EHS Consulting Services, Inc. in an amount not to exceed $31,000, for a revised total contract amount of $399,634, for additional work associated with sediment testing of dredge material for construction of the Corpus Christi Ship Channel – Channel Improvement Project.

BACKGROUND: In October 2016, staff negotiated a Professional Services Contract with 360Factors EHS Consulting Services (360Factors) in an amount not to exceed $368,634 to provide services associated with sediment testing and analysis of dredge material associated with the construction of the Corpus Christi Ship Channel – Channel Improvement Project (CCSCCIP). The scope of work included field services to collect and process sediment and water samples from seven inshore and offshore sites located between the Gulf of Mexico and Harbor Island, shipment and transfer of custody of the samples to the U.S. Army Corps of Engineers Environmental Research Development Center (ERDC), preparation of field sampling reports, review and interpretation of analytical findings, and providing technical consultation to PCCA and ERDC.

In January 2017, 360Factors initiated field collection of sediment and water samples. During January 2017, after field sampling was already underway, unanticipated dense fog closed the channel to ship and barge traffic for multiple days. The dense fog and channel closure resulted in extensive standby time for the sampling contractor. When the fog temporarily lifted to allow daylight only operations, ship traffic took precedence over the sampling work, and therefore the sampling vessel had to repeatedly move out of the way of ship traffic during sampling, resulting in further delays. The unusual weather event resulted in cost overruns associated with the field sampling that could not reasonably have been anticipated at the time the services contract was executed.

Staff negotiated an amendment in the amount of $31,000 to cover a portion of the overruns at a cost not to exceed $31,000, bringing the total fees to $399,634. In addition, the contract will be extended until March 31, 2018.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA's Strategic Plan Goal 2 to provide facilities and services to meet customer needs and support maritime and industrial development.

EMERGENCY: No. The work was required prior to the award of Entrance Channel dredging Contract 1 for the CCSCCIP. The contracted work is complete.

FINANCIAL IMPACT: The Channel Improvement Project was included in the 2016 ($7,500,000) and 2018 ($40,000,000) budgets, anticipating possible construction of Contract 1 to dredge the Entrance Channel. Completing the sediment sampling and analysis is required prior to awarding Contract 1. The total estimated cost for the work by ERDC and by the PCCA to collect the samples, including this amendment, is $994,634. These costs for sediment sampling and testing were included in the Memorandum of Understanding between the PCCA and the USACE for in-kind contributions for sediment testing services associated with the dredging of the entrance channel, prior to the execution of the Project Partnership Agreement for the CCSCCIP; and therefore, the costs will be cost-shared accordingly.

STAFF RECOMMENDATION: Staff recommends approval of an amendment to increase a Professional Consulting Services Contract with 360Factors EHS Consulting Services, Inc. in an amount not to exceed $31,000 for sediment testing of dredge material for construction of the Corpus Christi Ship Channel – Channel Improvement Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dan Koesema
Legal	Standard Professional Services Contract Amendment Template
Executive Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Amendment to Professional Consulting Services Contract

AMENDMENT NO. 1
TO
PROFESSIONAL CONSULTING SERVICES CONTRACT
FOR
PROJECT NAME: CHANNEL IMPROVEMENT PROJECT SEDIMENT SAMPLING PROGRAM
PROJECT NUMBER: 04-027D

This Amendment No. 1 to Professional Consulting Services Contract for the Channel Improvement Project Sediment Sampling Program (the ***"Amendment")*** is made effective as of February 20, 2018 ***("Amendment Date")*** by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution ***("Authority"),*** and 360Factors EHS Consulting Services ***("Consultant").*** Authority and Consultant are sometimes individually referred to herein as a ***"Party"*** and collectively as the ***"Parties".***

WHEREAS, Authority and Consultant entered into a Professional Consulting Services Contract dated September 20, 2016, in connection with the Authority's Channel Improvement Project Sediment Sampling Program, Project No. 04-027D (the ***"Agreement")***; and

WHEREAS, capitalized terms in this Amendment shall have the meanings given to them in the Agreement, except as provided herein; and

WHEREAS, the Authority and Consultant have agreed (i) to expand the Services to be provided under the Agreement, (ii) to increase the compensation payable to Consultant under the Agreement, and (iii) to extend the Deadline for performing the Services;

NOW, THEREFORE, for a good and valuable consideration, the Parties hereby agree as follows:

A. **Section 2 (PERIOD OF SERVICE)** of the Agreement is hereby amended by amending the first sentence of Section 2 to read as follows:

> **2. PERIOD OF SERVICE:** The Consultant shall complete the Services on or before March 31, 2018 (the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14.

B. **Section 7 (COMPENSATION)** of the Agreement is hereby amended in its entirety to read as follows.

> **7. COMPENSATION**: The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Consultant for the Services shall not exceed **Three Hundred Ninety-nine Thousand Six Hundred Thirty-four Dollars ($399,634.00).**

Consultant will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

C. This Amendment shall be binding on the successors and assigns of the Parties.

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.

E. This Amendment maybe 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 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.

[The signature page follows this page]

In Witness Whereof, each Party has caused this Amendment to be executed by its duly authorized representative effective for all purposes as of the Amendment Date.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
Sean C. Strawbridge
Chief Executive Officer
Date: _____

360FACTORS EHS CONSULTING SERVICES

By: Carl C. McCauley
Name: Carl C. McCauley
Title: CEO
Date: 2/13/2015

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: David Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

ANTICIPATED STAFF PRESENTER: Natasha E. Fudge, P.E.
Capital Program Manager

Approve an Increase in Contingency in the Amount of $165,000 and a Change Order with Haas-Anderson Construction Ltd. in the Amount of $75,557.77 for the Rincon West Storage Area Development Project Associated with Relocating Onsite Soil and Providing up to 3,436 Cubic Yards of Structural Fill.

SUMMARY: Staff requests approval of an increase in contingency in the amount of $165,000 and a Change Order in the amount of $75,557.77 with Haas-Anderson Construction Ltd. for the Rincon West Storage Area Development project, associated with 1) relocation of approximately 3,400 cubic yards of soil moved from an area previously deed recorded as a historical landfill, and 2) the installation of approximately 3,400 cubic yards of additional contractor-supplied structural fill.

BACKGROUND: On December 12, 2017, the Port Commission awarded a construction contract to Haas-Anderson Construction Ltd. in the amount of $4,389,524.65 for the Rincon West Storage Area Development Project and also approved 2% ($87,790.49) in contingency should it be needed during construction. This project increases the Port of Corpus Christi's storage yard capacity on the north side of the Inner Harbor by 25 acres.

Though approximately 6.5 acres of the 25-acre project site had been deed recorded with restrictions as to how and when material within the site could be removed, the design and construction contract documents did not accommodate or address these restrictions. Therefore, construction proceeded and resulted in the excavation and movement of approximately 8,000 cubic yards of material from the deed recorded area to a PCCA-approved adjacent site within the Rincon West Dredge Material Placement Area and approximately 3,400 cubic yards was excavated and stockpiled within the project site to be used as fill material but was also outside the deed recorded area. See attached exhibit.

When staff recognized the subject material was moved outside of the deed recorded area, the Contractor was contacted, and staff further evaluated and determined a solution that would minimize impact on the construction schedule while expediting corrective actions of the issue.

As part of the attached Change Order, staff will have the Contractor move the approximately 3,400 cubic yards of material from within the project site back to within the limits of the deed recorded area of known contamination at a cost of $16,753.07. The PCCA will also have the

Contractor provide clean structural fill at a unit rate of $17.12 per cubic yard as additionally required to meet project requirements with a not to exceed amount of $58,804.70 or a maximum of 3,436 cubic yards of fill, for a total proposed Change Order amount of $75,557.77.

Given this unforeseen cost and in anticipation of still having to address the possible requirement to move most of the other approximately 8,000 cubic yards of deed restricted material from the Rincon West Dredge Placement Area by truck to an authorized landfill, staff requests that an additional $165,000 in contingency be approved for this construction contract.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development, Action #2 – Upgrade and Maintain Existing Docks and Facilities).

EMERGENCY: While not an emergency, approving will allow the PCCA to maintain its high standards of environmental stewardship and comply with requirements of the deed recordation.

FINANCIAL IMPACT: This project was included in the 2018 budget with $4,800,000 budgeted for this year. None of the approved $87,790.49 contingency has been expended to date.

STAFF RECOMMENDATION: Staff requests approval of an increase in contingency in the amount of $165,000 and approval of a Change Order in the amount of $75,557.77 with Haas-Anderson Construction Ltd. for work associated with Rincon West Storage Area Development project.

DEPARTMENTAL CLEARANCES:

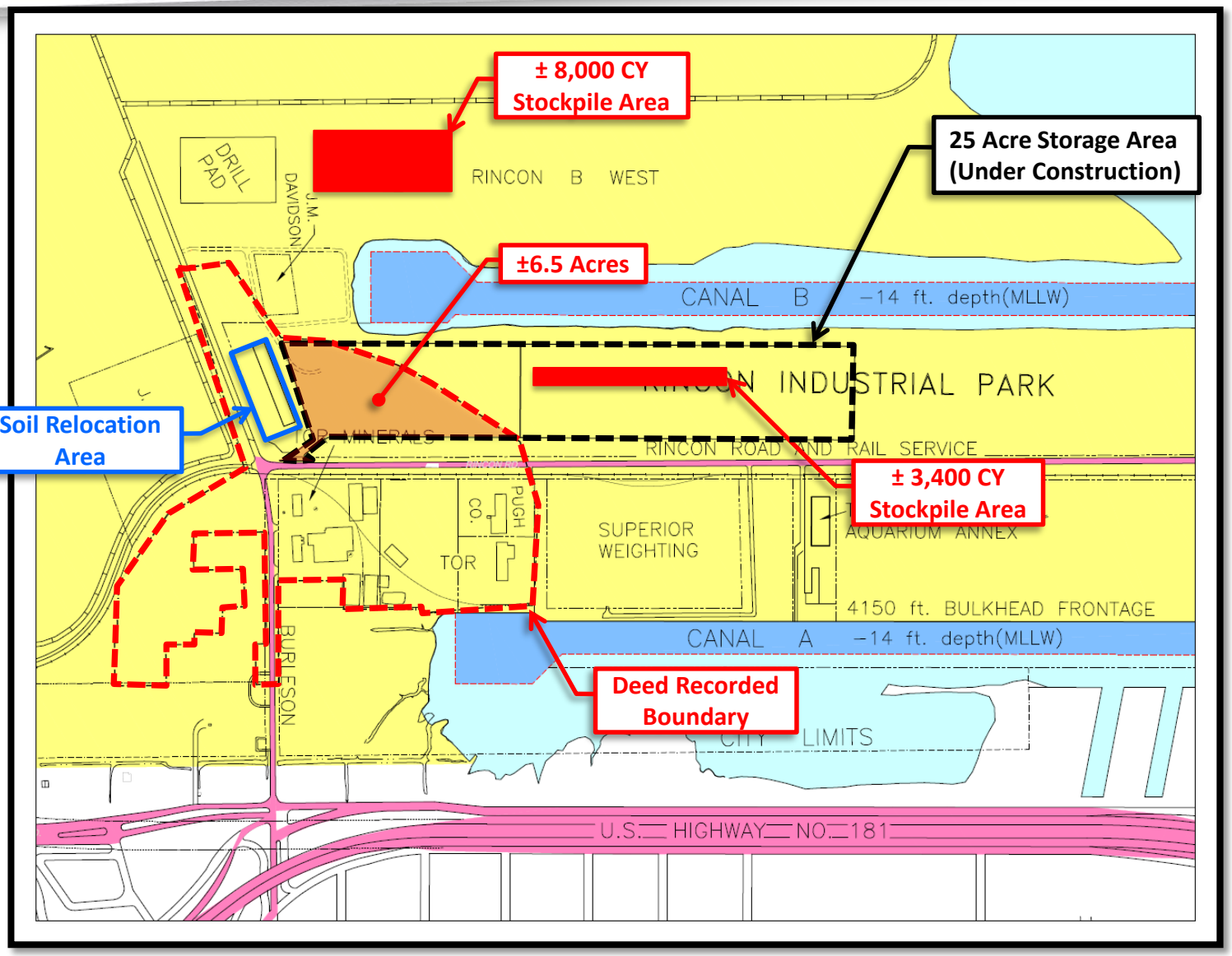
Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Natasha Fudge
	Sarah Garza
Legal	Used standard Change Order template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Change Order

PORT CORPUS CHRISTI®
Moving America's Energy

Rincon West Storage Area Development
Change Order No.1



PORT CORPUS CHRISTI

Change Order No. 1
Date: February 08, 2018

PROJECT: Rincon West Storage Area Development
PROJECT NUMBER: 17-028C
CONTRACTOR: Haas-Anderson Construction, Ltd.

This contract will be modified to include the changes listed below, and the contract price and/or contract time will be changed to reflect these modifications:

See attached description of modifications and breakdown of charges on Page 2.

Increase in Contract Price:	$	75,557.77
Increase in Contract Time:		5 Days
Original Contract Amount:	$	4,389,524.65
Total Amount of Previous Change Orders:	$	0.00
Amount of this Change Order:	$	75,557.77
Revised Contract Amount:	$	4,465,082.42
Notice To Proceed Date:		December 26, 2017
Original Contract Time:		300 Days
Previous Changes in Contract Time:		0 Days
Calendar Days for this Change Order:		5 Days
Revised Contract Time:		305 Days
Required Completion Date:		October 27, 2018

The change in contract price 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 Haas-Anderson Construction, Ltd., as signed by their duly authorized representatives below.

Port of Corpus Christi Authority

By: _____
Louis G Donato, EIT
Associate Project Engineer

By: _____
David L. Krams, P.E.
Director of Engineering Services

Date: February 08, 2018

Haas-Anderson Construction, Ltd.

By: _____
James K. Parish
Project Manager

Date: _____

222 Power Street 78401 | PO Box 1541 78403 | Corpus Christi, Texas | T 361 882 5633 F 361 882 7110 | portofcorpuschristi.com

PROJECT: Rincon West Storage Area Development
PROJECT NUMBER: 17-028C
CONTRACTOR: Haas-Anderson Construction, Ltd.

1 FILL MATERIAL RELOCATION: Remove approximately 3400 cubic yards of stockpiled fill material from Additive Bid 1 area to a PCCA designated onsite stockpile on the south end of the project.

Increase	$	16,753.07
Increase		2 Days

2 SELECT FILL: Install, grade & compact Contractor provided Select Fill in Additive Bid 1 area to project specified grades. This item will be billed at a unit rate of $17.12 per cubic yard with a not to exceed amount based on 3436 cubic yards.

Increase	$	58,804.70
Increase		3 Days

TOTAL INCREASE IN CONTRACT PRICE	**75,557.77**
TOTAL INCREASE IN CONTRACT TIME	**5 Days**

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Tyler Fuhrken
tyler@pocca.com
(361) 885-6150

Authorization for Solicitation by Request for Competitive Sealed Proposals for Maritime Vessel Traffic Information System (VTIS)

SUMMARY: Staff is seeking Port Commission authorization to solicit competitive sealed proposals from qualified firms to provide technologies and services (installation of hardware and software) for the replacement of existing Maritime Vessel Traffic Information System (VTIS). The proposed VTIS solution shall provide continuous monitoring of all vessels within the Port of Corpus Christi area including coastline, anchorage areas, main shipping and inland shipping channels, and port terminal facilities.

BACKGROUND: The PCCA issued a Request for Letters of Interest in August of 2017 to vendors that manufacture VTIS software and hardware. Six companies responded by providing scalable modern commercial solutions which included a presentation of their product intended to modernize the VTIS system. Information gathered will be used to develop a request for competitive sealed proposals for purchase and installation of new VTIS hardware and software. The current VTIS software, radar and AIS hardware is managed by the PCCA Information Technology (IT) Team and has been in service since 2004. The existing VTIS is no longer supported by the manufacturer and replacement parts are difficult to find. Implementation of an automated VTIS will greatly enhance the operational efficiency of PCCA by providing constant information regarding the position and movement of vessels in and out of the port as well as those vessels anchored or transiting the area.

ALTERNATIVES: Continue with existing VTIS.

CONFORMITY TO PORT POLICY: PCCA Strategic Goal #1A –Fund Operating Budget, Capital Program and Strategic Opportunities – Enhance Management of Revenue and Payments

EMERGENCY: No.

FINANCIAL IMPACT: This is a 2018 budgeted capital project

STAFF RECOMMENDATION: Staff recommends authorization to issue a Request for Competitive Sealed Proposals for Maritime Vessel Traffic Information System.

DEPARTMENTAL CLEARANCES:

Originating Department	Information Technology
Reviewed & Approved	Tyler Fuhrken Russell Cordo Lynn Angerstein
Legal	Dane Bruun
Senior Staff	John LaRue Sean Strawbridge Dennis J. DeVries

LIST OF SUPPORTING DOCUMENTS: None

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Tyler Fuhrken
tyler@pocca.com
(361) 885-6150

Authorize an Agreement with G2, Inc. under GSA Contract GS-35F-0660N for Implementation of National Institute of Standards and Technology Cybersecurity Framework funded by FEMA Port Security Grant Program in the amount of $120,000.

SUMMARY: Staff is seeking Port Commission authorization for an agreement with G2, Inc. under General Services Administration Contract GS-35F-0660N for the implementation of National Institute of Standards and Technology (NIST) Cybersecurity Framework funded by FEMA Port Security Grant Program (PSGP) in the amount of $120,000. PCCA has a 25% grant match of $30,000. Implementation of the NIST Cybersecurity Framework is a prerequisite to applying for future cybersecurity FEMA PSGP funding. The objective of this project is to improve the cybersecurity program by reducing security risks and increasing cybersecurity resilience.

BACKGROUND: There are three primary types of cybersecurity assessments that analyze exposure and risk. They are assessments on technology, people and policies and procedures. PCCA has conducted technology assessments on our hardware/software and continue to implement measures to fill the gaps. Assessments on PCCA staff were also conducted and resulted in annual cybersecurity training with frequent cybersecurity bulletins and alerts. The remaining assessment is to look at PCCA policies and procedures to identify cybersecurity risk.

PCCA applied for and was awarded a FEMA PSGP grant to implement the NIST Cybersecurity Framework. The purpose of the framework is to assess existing cybersecurity practices, policies and processes within PCCA. G2, Inc. will develop a current state profile and assess the cybersecurity risk within the profile. A target profile is then developed to identify gaps between the current and target profiles. From the gap assessment, a roadmap and action plan is created with detailed actions to assist in gap closing activities.

Since receiving the grant award, PCCA Information Technology (IT) department adopted NIST 800-53 controls to guide the development of internal IT policies and procedures. NIST 800-53 will support all cybersecurity initiatives including the NIST Cybersecurity Framework. The framework assessment will evaluate the recently adopted NIST 800-53

control set. Proper documented policies and procedures are a strong defense mechanism to cybersecurity threats.

ALTERNATIVES: Decline FEMA PSGP award.

CONFORMITY TO PORT POLICY: PCCA Strategic Goal #1B – Manage Business and Operational Risks

EMERGENCY: No.

FINANCIAL IMPACT: This is grant project from FEMA Port Security Grant Program. PCCA 25% match of $30,000 is a 2018 budgeted project.

STAFF RECOMMENDATION: Staff recommends the Port Commission award a contract to G2, Inc., under GSA Contract GS-35F-0660N for implementation of the NIST Cybersecurity Framework utilizing the FEMA Port Security Grant Program at a cost of $30,000 to PCCA.

DEPARTMENTAL CLEARANCES:

Originating Department	Information Technology
Reviewed & Approved	Tyler Fuhrken Lynn Angerstein
Legal	Dane Bruun
Senior Staff	John LaRue Sean Strawbridge Dennis J. DeVries

LIST OF SUPPORTING DOCUMENTS:

G2, Inc., Proposal/Statement of Work
GSA Contract GS-35F-0660N

G2, Inc.
GSA No. GS-35F-0660N
302 Sentinel Drive, Suite 300
Annapolis Junction, MD 20701
301-575-5100

February 8, 2018

Tyler Fuhrken
Director of Information Technology
Port of Corpus Christi
222 Power Street
Corpus Christi, Texas 78401

RE: Proposal for Improving Cybersecurity with the Cybersecurity Framework

Dear Mr. Fuhrken,

G2, Inc. ("G2") is pleased to provide this proposal to assist the Port of Corpus Christi Authority ("the port") in implementing the Framework for Improving Critical Infrastructure Security[1] ("the NIST Cybersecurity Framework" or "Framework"). G2 has assisted several large organizations, including other ports and governments, to identify and address their most challenging cybersecurity risks using the NIST Cybersecurity Framework. We are excited to bring these experiences and best practices to the Port of Corpus Christi as well.

The objective for this project is to assist the Port of Corpus Christi in improving their cybersecurity program by driving down security risks and increasing their cybersecurity resilience. During this project, we will develop a risk-based strategic Roadmap based on the NIST Cybersecurity Framework to improve the Port of Corpus Christi's cybersecurity program and establish a process in the form of an Action Plan to assist in implementing security risk mitigation strategies. The Roadmap and associated Action Plan will identify activities necessary for managing security risks to protect the port information and business processes. Our cybersecurity subject matter experts (SMEs) will assist the port by completing the four-phase process outlined in this technical proposal for implementing and assessing the port against the NIST Cybersecurity Framework.

[1] The National Institute of Technology and Standards (NIST) "Framework for Improving Critical Infrastructure Cybersecurity version 1.0", February 12, 2014, http://www.nist.gov/cyberframework/upload/cybersecurity-framework-021214.pdf

The remainder of this proposal letter is structured into the following sections to further describe our recommended services:

I. Our Understanding
II. Our Experience
III. Our Approach
IV. Our Team
V. Our Offer
VI. Assumptions and Special Terms and Conditions

We are willing to discuss our proposal and adjust our offer as appropriate to ensure it fits with your objectives.

We will devote our best efforts to the work that is to be performed under this engagement. Our conclusions, recommendations, and any written material that we provide will represent our best professional judgment based upon the information available to us.

G2 is listed on the GSA Schedule under IT Professional Services (Special Item Number 132-51), Contract Number GS-35F-0660N. The technical response provided below once agreed upon and signed by the port will become the Statement of Work (SOW) used to govern the activities performed under this project.

I Our Understanding

G2 understands that the Port of Corpus Christi Authority (the port) wants to improve its existing cybersecurity program through a holistic approach as defined by the NIST Framework for Improving Critical Infrastructure Cybersecurity ("the NIST Cybersecurity Framework" or "the Framework").

The port has begun implementing cybersecurity controls within their organization and is now looking to take a more comprehensive approach by performing a review of select key departments to identify the security controls currently in place as well as identifying areas of improvement where the port can better manage cybersecurity risks. The port would like to formally define a set of outcomes that, when implemented, would build resilience within their organization and protect their assets from cybersecurity threats.

Through the implementation of the NIST Cybersecurity Framework, the port will be able to align their cybersecurity program to additional industry standards. The Framework has been aligned to many cybersecurity standards and guidance documents including NIST SP 800-53, ISO 27001, and COBIT 5 which will enable the port to easily organize and align practices they have already implemented with the recommendation that will be provided by G2.

Port of Corpus Christi Authority is also striving to build a culture of cybersecurity within their organization to ensure that all individuals are aware of the cybersecurity threats that affect their position and the responsibilities the individuals have to protect the port assets based upon that position. By implementing the NIST Cybersecurity Framework and aligning the port's practices and policies to the Framework, the port will be able to easily assign and monitor the progress individual make towards achieving outcomes to close gaps and drive down organizational security risk.

To assist the port in meeting their goals, G2 proposes to: (1) develop a project plan to describe the schedule and milestones within the Framework implementation project; (2) perform a comprehensive current state assessment to document the current cybersecurity program activities within the port; (3) apply a risk-based approach to develop a Target State Profile describing the port's target cybersecurity objectives; and (4) develop a comprehensive Action Plan describing activities to assist the port in successfully achieving target state goals.

II Our Experience

G2, as the prime contractor supporting the NIST Computer Security Division and Applied Security Division, were among the core team that developed and co-authored the NIST Cybersecurity Framework. From this experience, we have established a proven service for assisting others in implementing the Framework across sectors. Specifically, G2 has helped multiple ports secure and protect their organizations through the implementation of the NIST Cybersecurity Framework. G2 has also worked with organizations in the financial services, healthcare, transportation, and

education sectors to help increase their cybersecurity resilience through the implementation of the Framework.

Because G2 co-developed the Framework, our engineers have unique insight into how to achieve its goals and objectives. As facilitators during the workshops that led to the development of the NIST Cybersecurity Framework and speaking at American Association of Port Authorities events, the G2 team has in-depth understanding of the challenges facing ports, as well as many other, sectors. Our experience enables us to provide our lessons learned to the port to reduce implementation risk and increase the value of implementing the Framework. Our engineers continue to work daily with Framework users from around the globe, and continue to support NIST in the Framework's evolution and improvement. Due to this continued partnership, G2 is uniquely positioned to help organizations implement version 1.1 of the Framework if it is released during the engagement.

G2 engineers have gained a detailed understanding of effective cybersecurity practices due to supporting commercial organizations and the US Federal Government. We draw upon this understanding to help clients establish a robust set of cybersecurity capabilities. As part of our support to for this engagement, G2 expects to leverage four of our capabilities as described below:

- ***Security Assessment*** – G2's security assessments evaluate current security practices to enable the identification of security gaps that may otherwise go unnoticed. Understanding these security gaps highlights potential vulnerabilities that could lead to a breach and impact the business operations of the organization. G2 employees have supported dozens of security assessments in a number of diverse sectors, both government and commercial. Our staff's experiences provide us with unique insight into developing an accurate picture of your cybersecurity posture by reviewing cybersecurity practices as well as policies. This knowledge ensures the G2 team can develop a Current State Profile documenting the port's existing enterprise cybersecurity program.

- ***Risk Assessment–*** G2's risk assessment process aids organizations in identifying the security risks that will have the greatest impact on the organization. G2 staff members have completed dozens of security risk assessments to help organizations both define and prioritize the risks in their environment. In addition to defining and prioritizing specific port risks, a G2 developed risk register will provide justification and context for the security program by tying all cybersecurity goals back to tangible risks in the port environment.

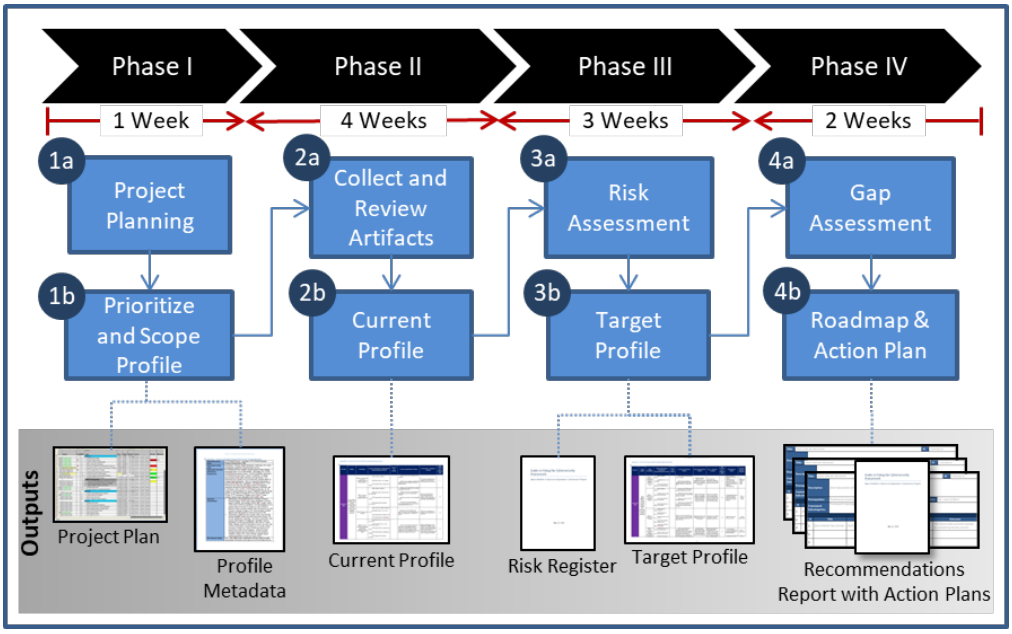
- ***Cybersecurity Framework Implementation*** – G2's cybersecurity subject matter experts (SMEs) worked directly with NIST in developing the Cybersecurity Framework and remain engaged to support NIST in the evolution of the Framework. Our intimate knowledge of the Framework provides the ability to efficiently navigate the implementation steps as they relate to your program. We will tailor the guidance of the Framework to help you better defend against cybersecurity threats. Building upon the policies and practices currently in place, G2 will work with the port to define a Target State

Profile defining security program objectives that will support the goals of the organization and build cybersecurity resilience.

- ***Program Management*** **–** Our PMs have over 20 years of experience managing IT programs. Our experienced program managers will ensure that we optimize the time and value of resources to achieve your objectives. Our program management expertise ensures the G2 team is able to develop a Roadmap and associated Action Plan that provide sufficient detail to assist the port in implementing our cybersecurity recommendations, once accepted.

III Our Approach

Our proposed approach for providing Cybersecurity Framework Implementation Support consists of four phases. Our Project Manager will oversee the four phases of the project to ensure the Port of Corpus Christi stakeholders are aware of our activities, status, and progress towards the project objectives. Continual and regular communications between the Project Manager and the port Stakeholders, including the port Project Lead, ensures all activities remain on schedule and provides insight into any issues or concerns identified throughout the engagement. Figure 1 provides an overview of our proposed approach for completing the Framework Implementation Support.



***** All durations are defined based on the LOE required to complete the activity. The project schedule defined within Phase 1 will set the milestone dates based on the port resource availability.

Figure 1. Cybersecurity Framework Implementation Approach

Phase I: Project Planning and Implementation Validation

During Phase I, we will conduct a kick-off meeting between the G2 team and all relevant stakeholders from the port supporting this engagement to develop an in-depth understanding of which departments within the port will be assessed as part of this engagement. We will develop a project plan to govern the schedule and activities throughout the engagement by establishing agreed upon milestones. The scope confirmed during Phase I will establish the boundary for the cybersecurity program being defined and will identify the initial set of the port stakeholders based on the defined scope.

G2 understands the intent of this project is to develop a hybrid Framework profile by assessing the risks and controls implemented by multiple departments within the Port of Corpus Christi. The G2 team will validate this understanding with the port stakeholders during the kick off and, if confirmed, will develop the Framework profile in a manner that will enable it to inform the security requirements for the multiple departments within the Port of Corpus Christi.

At the conclusion of this phase of the project, we will provide a project schedule complete with proposed dates for key milestones, including the interview schedule. The project schedule assists the port project manager in monitoring and managing the progress of the project. Additionally, at the conclusion of this phase, the departments and business units within the Port of Corpus Christi that will be included in the scope of the project will be formally agreed upon. By formally defining the departments and business units identified for this engagement, we can ensure the project team remains focused on the areas of most importance to the port.

Phase II: Data Collection and Develop Current Profile

In Phase II we will develop a Current State Profile, based on the port's existing cybersecurity artifacts including practices, policies, and processes within the Port of Corpus Christi cybersecurity program. We will collect and review key artifacts/collateral to determine how existing activities align with the NIST Cybersecurity Framework. We will conduct up to eleven (11) data gathering sessions/interviews with key stakeholders to gain an understanding of, and/or seek clarification for, current practices, policies, and processes.

Our review of the port's current security policies and practices will include all security functions described in the NIST Cybersecurity Framework Core. We will use the information obtained from the port stakeholders, through these SME interviews and provided artifacts to develop the Current Profile; however, the G2 team will not perform a full security audit. The information provided by the port SMEs and stakeholders will not be independently validated or confirmed, as we understand it is in the port's interest to provide accurate information to establish a strong foundation for the gap assessment and recommendations performed in Phase IV.

In determining the Current State Profile, G2 will rely on our experience and a broad array of informative references and industry-recognized practices. These will include those listed in the Framework Core (e.g., COBIT 5, ISO 27001/27002, NIST SP 800-53) as well as any additional guidance as agreed upon in Phase I.

Below, Figure 2 depicts how the NIST Cybersecurity Framework can be used to organize both business risk and industry best practices into one cohesive cybersecurity program. Aligning these relationships through a common framework allows for a clear understanding of activities and controls that are being performed across the organization and highlights any potential gaps that may exist. The use of this common framework also facilitates simple mappings to security standards, frameworks, or control sets relevant to the Port of Corpus Christi.

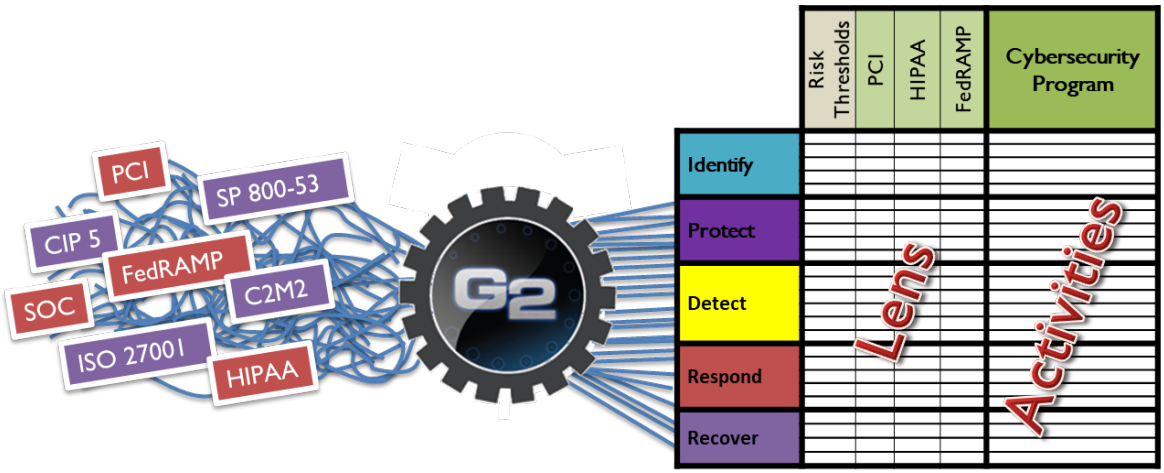


Figure 2 NIST Cybersecurity Framework Alignments

At the conclusion of this phase, we will provide a complete Cybersecurity Framework Current Profile defining the Port of Corpus Christi's current cybersecurity program. Defining a Current Profile enables G2 to understand the port's current cybersecurity program and provide security recommendations that do not duplicate, but build upon practices currently in place.

Phase III: Analyze Risk Assessment and Develop Target Profile

The G2 team SMEs will analyze the Port of Corpus Christi's current security risk assessment. If a current security risk assessment is not available, we will facilitate a tabletop discussion to obtain an understanding of the port's risk thresholds and security concerns. The security risk analysis will be used to develop an understanding of current risks to the environment. G2 will develop a risk register to set the foundation for meeting with the port stakeholders to define security risk tolerance levels.

G2 will develop a Target Profile, or "to-be" state of the port's cybersecurity program based on the risk thresholds defined by the port stakeholders. The Target State Profile will identify risk informed cybersecurity goals for addressing all items in the NIST Cybersecurity Framework Core. Our SMEs will validate the strategic goals identified in the Target State Profile with the port stakeholders to gain consensus. The Target Profile will identify the target organizational practices, policies, and processes that should be developed and implemented to mitigate security risk below

the port stakeholders' defined security risk tolerance levels. The Target Profile will align the organizational security goals to the objectives of the Framework Subcategories. This process ensures the port has a mechanism for communicating security expectation within the organization using the common language established by the NIST Cybersecurity Framework.

G2 will develop the Target State Profile through an iterative process to ensure the Port of Corpus Christi stakeholders are aware of the target state goals being defined by our SMEs. We will provide the complete Target State Profile to the port project lead at the conclusion of this phase of the project. The Target State Profile defines the risk informed objectives for the Port of Corpus Christi and establishes the goals for the cybersecurity program.

Phase IV: Gap Assessment and Guidance for Action Plan

G2 will provide the Port of Corpus Christi project lead a Recommendations Report summarizing the finding from the engagement and outlining the Roadmap and Action Plan for how the port can work towards improving their cybersecurity posture.

The Roadmap will provide a high-level strategic view of the work streams that will enable the port to implement gap closing actions in a cost-effective manner. Each work stream will be further broken into separate projects to provide the port project leads enough information to initiate the project. Our experienced program and project managers develop roadmaps in a manner that enable clients to easily translate the roadmap into projects within their organization using existing organizations project management processes. Figure 3 illustrates a sample cybersecurity enhancement roadmap. This approach maximizes the number of gaps closed by strategically creating projects that yield the biggest results. Our experience developing similar roadmaps for other clients has shown that as many as 400 gaps can be addressed in as few as three work streams and twelve projects.

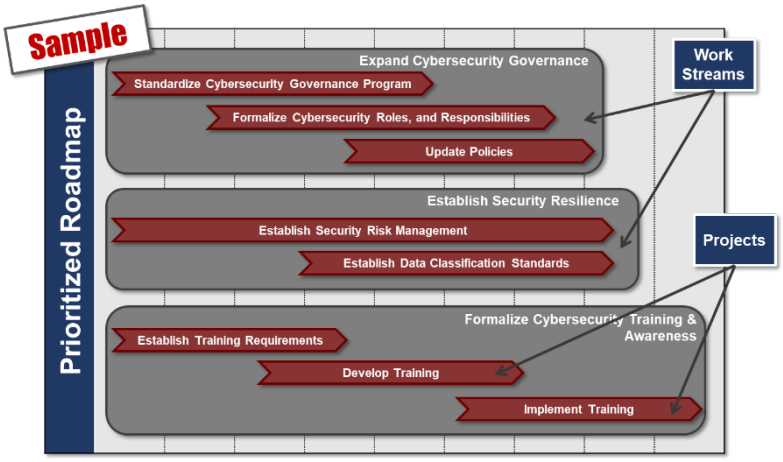


Figure 3. Sample Roadmap

The Action Plans associated with each project within the Roadmap provides an overview of the project goals and key activities. The Action Plans will also identify prerequisites and dependencies, where applicable, on other projects defined within the Action Plan. The Action Plan will provide strategic guidance, or themes for the activities being defined, for achieving the target state goals as identified in the Target State Profile.

We will provide the Recommendations Report to the port project lead at the conclusion of Phase IV to ensure the Port of Corpus Christi is aware of all findings identified throughout the

engagement. This report brings together all outputs and recommendations identified during the engagement to enable the port to efficiently work towards achieving their cybersecurity goals.

Project Out Brief

As the engagement is concluding, G2 will hold two out briefs. In the first out brief, G2 will provide a detailed review of all findings and artifacts that were produced during the engagement for the Port of Corpus Christi project lead. In the second out brief, G2 will provide an executive summary of the findings identified during the engagement for identified key stakeholders as identified by the Port of Corpus Christi project lead.

Project Outputs

Table 1, below, provides a summary of all outputs that will be produced as a result of this engagement. G2 will distribute project outputs and other sensitive information through encrypted email or secure file upload to authorized Port of Corpus Christi Authority web servers, if available.

Phase	Output	Format	Duration*
Phase 1 – *Project Planning and Profile Scoping*	**Project Plan** - A detailed project plan that identifies the activities required to provide Framework implementation support in the development of a Current and Target Profile.	MS PowerPoint	**1 Week** after kick-off meeting
	Profile Metadata Scoping Document – Defines the scope of the cybersecurity program undergoing Framework implementation; includes the organization, business unit, division, or functional group aligned to the intended Current Profile.	MS Excel	
Phase II – *Data Collection and Develop Current Profile*	**Current Profile –** Aligns the Framework Functions, Categories, and Subcategories with the cybersecurity outcomes that are currently being achieved by your organization.	MS Excel	**4 Weeks** after completion of the Project Planning Phase

Phase	Output	Format	Duration*
Phase III – *Analyze Risk Assessment and Develop Target Profile*	**Risk Register –** Defines and prioritizes identified risks in the port environment based on the likelihood and impact threats will impact port operations.	MS Excel	**3 Weeks** after completion of the Current Profile
	Target Profile - Aligns the Framework Functions, Categories, and Subcategories with the outcomes that are needed by your organization to achieve desired cybersecurity risk management goals.	MS Excel	
Phase IV – *Gap Assessment and Roadmap / Action Plan*	**Recommendations Report –** A summary document providing next steps, techniques, and best practices for developing and implementing an effective Action Plan. Includes a detailed Roadmap to assist in gap closing activities and a description of key actions required to close identified gaps.	MS Word & MS PowerPoint	**2 Weeks** after completion of the Target Profile

***** All durations are defined based on the LOE required to complete the activity. The project schedule defined within Phase 1 will set the milestone dates for when the items will be completed based on the port resource availability.

Table 1. Output and Deliverable Summary

IV Our Team

The team was selected based on their experience leading and performing similar engagements. The proposed team and a brief description of their expertise and experience are provided below. While we anticipate leveraging the skills and experiences of the team listed below, we reserve the right to adjust the team composition based on staff availability and project requirements.

- **Mr. Tom Conkle** is the G2 Project Manager and a Security Engineer with over 15 years of information assurance experience. Tom is the G2 Lead for commercial services focusing on assisting companies within the critical infrastructure sector in using the Cybersecurity Framework to improve their cybersecurity programs. Tom is the co-author of ISACA's guide for Implementing the NIST Cybersecurity Framework. This book provides organization specific guidance for using the Cybersecurity Framework. Tom's background also includes supporting security control and vulnerability assessments, information

system security engineering activities, and performing security risk assessments. Tom assisted a leading intelligence agency in transitioning to the NIST Risk Management Framework (RMF) and implementing a security control review process for NIST SP 800-53 security controls.

- **Mr. Greg Witte** is a Framework SME and a Senior Security Engineer for G2. He supports Federal and commercial clients, primarily the NIST Computer Security Division and Applied Security Division. He has been managing information technology for over thirty years, twenty of that in the information security arena. As part of his NIST support role, Greg was one of several primary authors of the NIST Cybersecurity Framework and co-wrote ISACA's guide for governance and management of enterprise IT through the Cybersecurity Framework.

- **Ms. Kelly Hood** is a cybersecurity engineer with a unique combination of skills in chemical engineering and security standards. Experienced with the National Information Assurance Partnership (NIAP) commercial product certification and validation process as well as National Voluntary Laboratory Accreditation Program (NVLAP). She maintains practical experience with the National Institute of Standards and Technology's (NIST) Cryptographic Algorithm and Cryptographic Module Validation Programs (CAVP and CMVP), NIST's SP 800-53, NIST's SP 800-37 and their integration into the System Development Life Cycle (SDLC) and cyberspace policy.

- **Mr. Dylan Thomas** is a cybersecurity engineer with a diverse background in both technical and non-technical aspects of cybersecurity, ranging from reverse engineering and penetration testing, to risk management and compliance. His unique and blended background often provides additional insight into many issues that clients face and makes him a skilled cybersecurity strategist. Dylan is also a Cybersecurity Framework SME who had a hand in its creation and continues to support its ongoing maintenance and evolution. He has implemented the Framework at numerous organizations across the globe and brings these insights into each new implementation.

V Our Offer

G2 will provide the services described in Section III of this proposal for a Firm Fixed Price (FFP) of $120,000.00 plus expenses. The period of performance for this engagement is ten (10) weeks from project initiation. G2 and the port agree to establish the project start and end dates after award or during negotiations.

The FFP is based on our Understanding, Approach, and Assumptions as described herein.

Expenses will be incurred and invoiced as incurred. Expenses are travel and other incidental expenses that are required to accomplish the work. G2 will only incur expenses after receiving approval from the port PM. Approval may be provided via email, or formal communications.

G2 will invoice the FFP labor in two installments. G2 will submit the first invoice for 50% of the labor charges upon starting the project. We will submit the second invoice for the remaining 50% of labor charges and all approved expenses upon delivery of the recommendations report and acceptance by the port project lead. The port project lead can formally accept the deliverables described herein via email or other written communication or by not rejecting them within three (3) calendar days whichever comes first.

VI Assumptions

The services, deliverables, pricing, and schedule set within this proposal are based upon the following assumptions. If any of these proves to be incorrect, or if G2 is requested to deviate from or add services to this proposal, the Port of Corpus Christi and G2 agree to appropriate and equitable adjustments to the services, deliverables, pricing, and/or schedule.

- This proposal and any associated agreements must be signed by an authorized representative from the Port of Corpus Christi prior to G2 commencing any work. If the Port of Corpus Christi requires a purchase order (PO) to be issued, G2 will not commence work until this proposal is signed and the Port of Corpus Christi provides the PO.
- Any adjustments to this proposal will be acknowledged and agreed upon, in writing, by the Port of Corpus Christi and G2.
- The Port of Corpus Christi shall be responsible for, and has the right to, provide all documentation, and dependencies (e.g., policies, procedures, architectures, libraries, frameworks, configuration settings, etc.) and/or other third-party tool, software, license, services, access, due diligence, et al. including but not limited to ensuring the availability and cooperation of the Port of Corpus Christi staff as necessary for G2 to perform the services described in this proposal.
- The Port of Corpus Christi will assign current employee(s) familiar with the Port of Corpus Christi security policy and procedures. The employee(s) will be available to the G2 team as required and identified in the project plan to support this engagement.
- The Port of Corpus Christi will provide liaisons and information gathering assistance regarding all relevant security documentation.
- Data collection and engagement status reporting activities may be conducted via phone interviews, conference calls, and/or web meeting events, in addition to in-person interactions. Travel will be at the direction of the Port of Corpus Christi. Travel approval may be provided verbally or in written correspondence including email from the Port of Corpus Christi PM.
- The Port of Corpus Christi will provide the G2 team with all information and material concerning the areas under evaluation as requested by the team. The Port of Corpus Christi

represents and warrants that it has obtained all necessary approvals from any subsidiary or third-party organization involved in this engagement to release applicable information to G2 for the purpose of completing work outlined in this proposal.

- The Port of Corpus Christi will make available a copy of a recent security risk assessment conducted against the Port of Corpus Christi operating environment. The risk assessment will include a description of all applicable threats, vulnerabilities and risks against the Port of Corpus Christi cybersecurity program.
- The Port of Corpus Christi represents and warrants that all information made available to G2 will, at all times during this engagement, be complete and correct in all material respects and will not contain any untrue statement of a material fact or contain omission to make the statements within the material misleading or incorrect.
- The Port of Corpus Christi agrees that information provided to G2 shall be complete, accurate and prompt, that its reviews of G2 work shall be timely and shall be performed by personnel fully familiar with this engagement. The Port of Corpus Christi agrees to return within three (3) calendar days from the date of receipt or by the date identified in the project plan any deliverable and/or status report to determine whether the deliverable and/or status report substantially conforms with the specifications for the particular deliverable or status report. If no written rejection is given to G2 by the Port of Corpus Christi within this timeline such deliverable and/or status report shall be deemed accepted.
- The Port of Corpus Christi warrants that any subsidiary, organizations, or third parties to be evaluated as part of this engagement have agreed to all assumptions, terms, and conditions stated in this proposal.
- Differences of opinion relative to G2's findings, conclusions, and recommendations based upon its professional judgment and the information available to G2, shall not serve as a basis for rejection of G2's work or the withholding of any payments otherwise due.

We will devote our best efforts to the work which is to be performed under this engagement. Our conclusions, recommendations, and any written material that we provide will represent our best professional judgment based upon the information available to us.

If you have any questions regarding the above information, please contact Mr. Tom Conkle at 443-292-6679 / Tom.Conkle@g2-inc.com.

Sincerely,

Tom Shelly
President, G2 Inc.
443-875-5222

ACCEPTED AND AGREED TO:

Port of Corpus Christi Authority

Signature: _____

Name:

Title:

Date:

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Tyler Fuhrken, Director of IT
885-6150
Tyler@pocca.com

Approve purchase of Cisco Networking Equipment from Computer Solutions in the amount of $249,577.05 through Texas DIR DIR-TSO-2542 for the upgrade of the Security Network.

SUMMARY: Staff requests authority to issue a Purchase Order to Computer Solutions in the amount of $249,577.05 for the purchase of Cisco networking switches and supporting modules. This purchase is through the Texas Directory of Information Resources (DIR) Cooperative Contracts Program.

BACKGROUND: PCCA owns and operates ~30 miles of fiber optic cable to support security operations including cameras, access control and guard shacks. This requested upgrade will replace existing network switching equipment that has surpassed the manufacturers end of life schedule.

The old network is over ten years old and is only capable of running analog surveillance cameras at 480p resolution. After the upgrade, the network will support the existing analog cameras along with digital high definition resolutions at 720p and 1080p. Today when a camera fails we must replace it with an analog camera at an average cost of $13,064. After the upgrade, the same camera can be replaced with a better quality, high definition camera at an average cost of $7,675.

This item was presented to and approved by the Security Committee at the February 5 meeting.

DIR's Cooperative Contracts Program is a streamlined cooperative purchasing program with over 750 Master Contracts for technology products and services. All Master Contracts awarded by DIR have been competitively bid to meet state purchasing requirements, and all Master Contract terms have been negotiated to comply with state law. PCCA is eligible to buy through DIR as a political subdivision of the state.

ALTERNATIVES: Continue operating existing network as is with increased failures and limited parts supply.

CONFORMITY TO PORT POLICY: PCCA Strategic Goal #1B – Manage Business and Operational Risks and Goal #3 – Operate the Port's Facilities in a Safe, Secure and Efficient Manner

EMERGENCY: None.

FINANCIAL IMPACT: This is a 2018 budgeted project at a cost of $249,577.05.

STAFF RECOMMENDATION: Staff recommends a Purchase Order be issued to Computer Solutions, in the amount of $249,577.05 for the purchase a Cisco networking equipment through Texas DIR contract DIR-TSO-2542.

DEPARTMENTAL CLEARANCES:

Originating Department	Information Technology
Reviewed & Approved	Tyler Fuhrken Tom Mylett Lynn Angerstein
Legal	Dane Bruun
Senior Staff	Sean Strawbridge Dennis J. DeVries

LIST OF SUPPORTING DOCUMENTS: Computer Solutions Quote

DIR Agreement# DIR-TSO-2542

To: Tyler Fuhrken and Bland Chamberlain
Port of Corpus Christi
222 Power Street
Corpus Christi, TX 78401

Phone: 361-885-6146
tyler@pocca.com
bland@pocca.com

From: Jeff Byrom, RCDD
Great South Texas Corporation,
dba, Computer Solutions
814 Arion Parkway, Suite 101
San Antonio, TX 78216

Phone: 361-548-5926
Email: jbyrom@comsoltx.com

Port of Corpus Christi - 10 Gb Ring Replacement Switches

Component	Product	Description	Qty	Unit List Price	Discounted Unit-Price:	Extended Price:
Network Equipment:						
IDF-003	IE-5000-12S12P-10G	IE5000 12x1G SFP+12x10/100/1000 + 4 1G/10G LAN BASE	1	22,000.00	12,100.00	12,100.00
CD9-SW	CON-SNT-IES12P50	SNTC-8X5XNBD IE5000 12x1G SFP+12x10/100/1000 + 4 1G/1	1	1,760.00	1,434.40	1,434.40
	SIE5UK9T-15205E	Cisco IE5000 UNIVERSAL WITH WEB BASED DEV MGR	1	-		
	PWR-RGD-AC-DC-H	IE 5000 Power Supply - Hazloc	2	700.00	385.00	770.00
		**Will require POCCA electrician to hard-wire power supplies.				
	SFP-10G-ER=	10GBASE-ER SFP Module	1	10,000.00	5,500.00	5,500.00
	SFP-10G-ER-S=	10GBASE-ER SFP Module, Enterprise-Class	1	7,900.00	4,345.00	4,345.00
	SFP-10G-LR=	10GBASE-LR SFP Module	1	3,995.00	2,197.25	2,197.25
	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	1	1,900.00	1,045.00	1,045.00
	GEN-SC/LC-SM-Duplex-3M	3 Meter SC/LC Duplex Single-Mode Fiber Optic Jumper	4		35.00	140.00
		**POCCA will need to replace existing 100Mb ComNET interfaces with 1Gb LR.				
IDF-003A	IE-5000-12S12P-10G	IE5000 12x1G SFP+12x10/100/1000 + 4 1G/10G LAN BASE	1	22,000.00	12,100.00	12,100.00
CD10-SW	CON-SNT-IES12P50	SNTC-8X5XNBD IE5000 12x1G SFP+12x10/100/1000 + 4 1G/1	1	1,760.00	1,434.40	1,434.40
	SIE5UK9T-15205E	Cisco IE5000 UNIVERSAL WITH WEB BASED DEV MGR	1	-		
	PWR-RGD-AC-DC-H	IE 5000 Power Supply - Hazloc	2	700.00	385.00	770.00
		**Will require POCCA electrician to hard-wire power supplies.				
	SFP-10G-ER=	10GBASE-ER SFP Module	1	10,000.00	5,500.00	5,500.00
	SFP-10G-ER-S=	10GBASE-ER SFP Module, Enterprise-Class	1	7,900.00	4,345.00	4,345.00
	SFP-10G-LR=	10GBASE-LR SFP Module	1	3,995.00	2,197.25	2,197.25
	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	1	1,900.00	1,045.00	1,045.00
	GEN-SC/LC-SM-Duplex-3M	3 Meter SC/LC Duplex Single-Mode Fiber Optic Jumper	4		35.00	140.00
		**POCCA will need to replace existing 100Mb ComNET interfaces with 1Gb LR.				
ML-121	IE-5000-12S12P-10G	IE5000 12x1G SFP+12x10/100/1000 + 4 1G/10G LAN BASE	1	22,000.00	12,100.00	12,100.00
Texaco-SW	CON-SNT-IES12P50	SNTC-8X5XNBD IE5000 12x1G SFP+12x10/100/1000 + 4 1G/1	1	1,760.00	1,434.40	1,434.40
	SIE5UK9T-15205E	Cisco IE5000 UNIVERSAL WITH WEB BASED DEV MGR	1	-		
	PWR-RGD-AC-DC-H	IE 5000 Power Supply - Hazloc	2	700.00	385.00	770.00
		**Will require POCCA electrician to hard-wire power supplies.				
	SFP-10G-ER=	10GBASE-ER SFP Module	1	10,000.00	5,500.00	5,500.00
	SFP-10G-ER-S=	10GBASE-ER SFP Module, Enterprise-Class	1	7,900.00	4,345.00	4,345.00
	SFP-10G-LR=	10GBASE-LR SFP Module	1	3,995.00	2,197.25	2,197.25
	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	1	1,900.00	1,045.00	1,045.00
	GEN-SC/LC-SM-Duplex-3M	3 Meter SC/LC Duplex Single-Mode Fiber Optic Jumper	4		35.00	140.00
		**POCCA will need to replace existing 100Mb ComNET interfaces with 1Gb LR.				

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ML-113	IE-5000-12S12P-10G	IE5000 12x1G SFP+12x10/100/1000 + 4 1G/10G LAN BASE	1	22,000.00	12,100.00	12,100.00
BMD1-SW	CON-SNT-IES12P50	SNTC-8X5XNBD IE5000 12x1G SFP+12x10/100/1000 + 4 1G/1	1	1,760.00	1,434.40	1,434.40
	SIE5UK9T-15205E	Cisco IE5000 UNIVERSAL WITH WEB BASED DEV MGR	1	-		
	PWR-RGD-AC-DC-H	IE 5000 Power Supply - Hazloc	2	700.00	385.00	770.00
		**Will require POCCA electrician to hard-wire power supplies.				
	SFP-10G-ER=	10GBASE-ER SFP Module	1	10,000.00	5,500.00	5,500.00
	SFP-10G-ER-S=	10GBASE-ER SFP Module, Enterprise-Class	1	7,900.00	4,345.00	4,345.00
	SFP-10G-ER=	10GBASE-ER SFP Module	1	10,000.00	5,500.00	5,500.00
	SFP-10G-ER-S=	10GBASE-ER SFP Module, Enterprise-Class	1	7,900.00	4,345.00	4,345.00
	GEN-SC/LC-SM-Duplex-3M	3 Meter SC/LC Duplex Single-Mode Fiber Optic Jumper	4		35.00	140.00
		**POCCA will need to replace existing 100Mb ComNET interfaces with 1Gb LR.				
ML-054	IE-5000-12S12P-10G	IE5000 12x1G SFP+12x10/100/1000 + 4 1G/10G LAN BASE	1	22,000.00	12,100.00	12,100.00
BMD3-SW	CON-SNT-IES12P50	SNTC-8X5XNBD IE5000 12x1G SFP+12x10/100/1000 + 4 1G/1	1	1,760.00	1,434.40	1,434.40
	SIE5UK9T-15205E	Cisco IE5000 UNIVERSAL WITH WEB BASED DEV MGR	1	-		
	PWR-RGD-AC-DC-H	IE 5000 Power Supply - Hazloc	2	700.00	385.00	770.00
		**Will require POCCA electrician to hard-wire power supplies.				
	SFP-10G-ER=	10GBASE-ER SFP Module	1	10,000.00	5,500.00	5,500.00
	SFP-10G-ER-S=	10GBASE-ER SFP Module, Enterprise-Class	1	7,900.00	4,345.00	4,345.00
	SFP-10G-ER=	10GBASE-ER SFP Module	1	10,000.00	5,500.00	5,500.00
	SFP-10G-ER-S=	10GBASE-ER SFP Module, Enterprise-Class	1	7,900.00	4,345.00	4,345.00
	GEN-SC/LC-SM-Duplex-3M	3 Meter SC/LC Duplex Single-Mode Fiber Optic Jumper	4		35.00	140.00
		**POCCA will need to replace existing 100Mb ComNET interfaces with 1Gb LR.				
IDF-006	IE-5000-12S12P-10G	IE5000 12x1G SFP+12x10/100/1000 + 4 1G/10G LAN BASE	1	22,000.00	12,100.00	12,100.00
Viola-SW	CON-SNT-IES12P50	SNTC-8X5XNBD IE5000 12x1G SFP+12x10/100/1000 + 4 1G/1	1	1,760.00	1,434.40	1,434.40
	SIE5UK9T-15205E	Cisco IE5000 UNIVERSAL WITH WEB BASED DEV MGR	1	-		
	PWR-RGD-AC-DC-H	IE 5000 Power Supply - Hazloc	2	700.00	385.00	770.00
		**Will require POCCA electrician to hard-wire power supplies.				
	SFP-10G-ER=	10GBASE-ER SFP Module	1	10,000.00	5,500.00	5,500.00
	SFP-10G-ER-S=	10GBASE-ER SFP Module, Enterprise-Class	1	7,900.00	4,345.00	4,345.00
	SFP-10G-ER=	10GBASE-ER SFP Module	1	10,000.00	5,500.00	5,500.00
	SFP-10G-ER-S=	10GBASE-ER SFP Module, Enterprise-Class	1	7,900.00	4,345.00	4,345.00
	GEN-SC/LC-SM-Duplex-3M	3 Meter SC/LC Duplex Single-Mode Fiber Optic Jumper	4		35.00	140.00
		**POCCA will need to replace existing 100Mb ComNET interfaces with 1Gb LR.				
ML-172	IE-5000-12S12P-10G	IE5000 12x1G SFP+12x10/100/1000 + 4 1G/10G LAN BASE	1	22,000.00	12,100.00	12,100.00
Avery-SW	CON-SNT-IES12P50	SNTC-8X5XNBD IE5000 12x1G SFP+12x10/100/1000 + 4 1G/1	1	1,760.00	1,434.40	1,434.40
	SIE5UK9T-15205E	Cisco IE5000 UNIVERSAL WITH WEB BASED DEV MGR	1	-		
	PWR-RGD-AC-DC-H	IE 5000 Power Supply - Hazloc	2	700.00	385.00	770.00
		**Will require POCCA electrician to hard-wire power supplies.				
	SFP-10G-LR=	10GBASE-LR SFP Module	1	3,995.00	2,197.25	2,197.25
	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	1	1,900.00	1,045.00	1,045.00
	SFP-10G-ER=	10GBASE-ER SFP Module	1	10,000.00	5,500.00	5,500.00
	SFP-10G-ER-S=	10GBASE-ER SFP Module, Enterprise-Class	1	7,900.00	4,345.00	4,345.00
	GEN-SC/LC-SM-Duplex-3M	3 Meter SC/LC Duplex Single-Mode Fiber Optic Jumper	4		35.00	140.00
		**POCCA will need to replace existing 100Mb ComNET interfaces with 1Gb LR.				

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IDF-001	IE-5000-12S12P-10G	IE5000 12x1G SFP+12x10/100/1000 + 4 1G/10G LAN BASE	1	22,000.00	12,100.00	12,100.00
U2-SW / Stroman	CON-SNT-IES12P50	SNTC-8X5XNBD IE5000 12x1G SFP+12x10/100/1000 + 4 1G/1	1	1,760.00	1,434.40	1,434.40
	SIE5UK9T-15205E	Cisco IE5000 UNIVERSAL WITH WEB BASED DEV MGR	1	-		
	PWR-RGD-AC-DC-H	IE 5000 Power Supply - Hazloc	2	700.00	385.00	770.00
		**Will require POCCA electrician to hard-wire power supplies.				
	SFP-10G-LR=	10GBASE-LR SFP Module	1	3,995.00	2,197.25	2,197.25
	SFP-10G-ER-S=	10GBASE-ER SFP Module, Enterprise-Class	1	7,900.00	4,345.00	4,345.00
	GEN-SC/LC-SM-Duplex-3M	3 Meter SC/LC Duplex Single-Mode Fiber Optic Jumper	4		35.00	140.00
		**POCCA will need to replace existing 100Mb ComNET interfaces with 1Gb LR.				
Professional Services:						
	ComSol Professional Services	Professional Services - Installation / Configuration				16,060.60
		LOE / SOW to follow.				

Grand Total = $ 249,577.05

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STATEMENT OF WORK

Port of Corpus Christi

Project Title: Fiber Ring Replacement

Submitted By: Jeff Byrom, Account Executive
Version: 1.0.2017(Rev1)
CW Contract: 9100

814 Arion Parkway, Suite 101, San Antonio, Texas 78216 | office: 210.369.0300 | fax: 210.369.0389

Agreement

This Statement of Work (SOW) is by and between Computer Solutions and Port of Corpus Christi and is pursuant to the Master Services Agreement between Computer Solutions and Port of Corpus Christi. This is SOW defines the services and deliverables, if any, to be provided to Port of Corpus Christi.

Project Overview

I. Executive Summary

- Computer Solutions will assist Customer with the replacement of all eight (8) Fiber Ring IE-3010 with new IE-5000 switches. The Fiber Ring will be upgraded from 1g uplinks to 10g uplinks.

Scope of Work

I. Planning

1. Kickoff Meeting
    a. Attendees: Computer Solutions Project Team, Port of Corpus Christi Point of Contact (POC), and stakeholders responsible for the project outcome.
    b. Review the Project Kickoff Meeting Agenda.
    c. Document changes to the project and obtain agreement from Port of Corpus Christi.

II. Discovery

1. Network Discovery
    a. Perform pre-deployment due diligence of the configurations and networking equipment.
    b. Ensure an understanding of power and network patching requirements.
    c. Review Customer-provided network documentation for this site.

III. Design Review

1. Design and Test/Validation Review
    a. Review the schedule, design, implementation plan, and test and validation plan with Customer.
    b. Obtain approval to move forward with the installation.

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IV. Implementation

Computer Solutions will complete the following tasks:

1. IDF-003/CD9-SW
    a. Physically install one (1) IE5000 12S12P-10G switch.
    b. Configure the device to reviewed specifications.
    c. Upgrade the IOS on switches as needed.
    d. Ensure all switches have the same IOS.
    e. Install the following links:
        i. SPF-10G-ER – one (1) 10-GB Link – Extending from Security Center Clockwise (IE-5000 side).
        ii. SPF-10G-ER-S – one (1) 10-GB Link – Extending from Security Center Clockwise (SCC 3850 Distribution Stack).
        iii. SFP-10G-LR - one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (IE-5000 side).
        iv. SFP-10G-LR-S – one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (SCC 3850 Distribution Stack).
        v. GEN-SC/LC-SM-Duplex-3M - four (4) Fiber Jumpers for 10-Gb Links (1-Gb Links will reuse existing jumpers).
2. IDF-003A/CD10-SW
    a. Physically install one (1) IE5000 12S12P-10G switch.
    b. Configure the device to reviewed specifications.
    c. Upgrade the IOS on switches as needed.
    d. Ensure all switches have the same IOS.
    e. Install the following links:
        i. SPF-10G-ER – one (1) 10-GB Link – Extending from Security Center Clockwise (IE-5000 side).
        ii. SPF-10G-ER-S – one (1) 10-GB Link – Extending from Security Center Clockwise (SCC 3850 Distribution Stack).
        iii. SFP-10G-LR - one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (IE-5000 side).
        iv. SFP-10G-LR-S – one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (SCC 3850 Distribution Stack).
        v. GLC-LX-SM-RGD - one (1) 1-GB Link to local ComNET (or other) switching.
        vi. GEN-SC/LC-SM-Duplex-3M - four (4) Fiber Jumpers for 10-Gb Links (1-Gb Links will reuse existing jumpers).
3. ML-121/Texaco-SW
    a. Physically install one (1) IE5000 12S12P-10G switch.
    b. Configure the device to reviewed specifications.
    c. Upgrade the IOS on switches as needed.
    d. Ensure all switches have the same IOS.
    e. Install the following links:
        i. SPF-10G-ER – one (1) 10-GB Link – Extending from Security Center Clockwise (IE-5000 side).
        ii. SPF-10G-ER-S – one (1) 10-GB Link – Extending from Security Center Clockwise (SCC 3850 Distribution Stack).
        iii. SFP-10G-LR - one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (IE-5000 side).

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iv. SFP-10G-LR-S – one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (SCC 3850 Distribution Stack).

v. GLC-LX-SM-RGD - three (3) 1-GB Link to local ComNET (or other) switching.

vi. GEN-SC/LC-SM-Duplex-3M - four (4) Fiber Jumpers for 10-Gb Links (1-Gb Links will reuse existing jumpers).

4. ML-113/BMD1-SW

   a. Physically install one (1) IE5000 12S12P-10G switch.

   b. Configure the device to reviewed specifications.

   c. Upgrade the IOS on switches as needed.

   d. Ensure all switches have the same IOS.

   e. Install the following links:

      i. SPF-10G-ER – one (1) 10-GB Link – Extending from Security Center Clockwise (IE-5000 side).

      ii. SPF-10G-ER-S – one (1) 10-GB Link – Extending from Security Center Clockwise (SCC 3850 Distribution Stack).

      iii. SFP-10G-LR - one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (IE-5000 side).

      iv. SFP-10G-LR-S – one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (SCC 3850 Distribution Stack).

      v. GLC-LX-SM-RGD - one (1) 1-GB Link to local ComNET (or other) switching.

      vi. GEN-SC/LC-SM-Duplex-3M - four (4) Fiber Jumpers for 10-Gb Links (1-Gb Links will reuse existing jumpers).

5. ML-054/BMD3-SW

   a. Physically install one (1) IE5000 12S12P-10G switch.

   b. Configure the device to reviewed specifications.

   c. Upgrade the IOS on switches as needed.

   d. Ensure all switches have the same IOS.

   e. Install the following links:

      i. SPF-10G-ER – one (1) 10-GB Link – Extending from Security Center Clockwise (IE-5000 side).

      ii. SPF-10G-ER-S – one (1) 10-GB Link – Extending from Security Center Clockwise (SCC 3850 Distribution Stack).

      iii. SFP-10G-LR - one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (IE-5000 side).

      iv. SFP-10G-LR-S – one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (SCC 3850 Distribution Stack).

      v. GEN-SC/LC-SM-Duplex-3M - four (4) Fiber Jumpers for 10-Gb Links (1-Gb Links will reuse existing jumpers).

6. IDF-006/Viola-SW

   a. Physically install one (1) IE5000 12S12P-10G switch.

   b. Configure the device to reviewed specifications.

   c. Upgrade the IOS on switches as needed.

   d. Ensure all switches have the same IOS.

   e. Install the following links:

      i. SPF-10G-ER – one (1) 10-GB Link – Extending from Security Center Clockwise (IE-5000 side).

      ii. SPF-10G-ER-S – one (1) 10-GB Link – Extending from Security Center Clockwise (SCC 3850 Distribution Stack).

      iii. SFP-10G-LR - one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (IE-5000 side).

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iv. SFP-10G-LR-S – one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (SCC 3850 Distribution Stack).

v. GLC-LX-SM-RGD - one (1) 1-GB Link to local ComNET (or other) switching.

vi. GEN-SC/LC-SM-Duplex-3M - four (4) Fiber Jumpers for 10-Gb Links (1-Gb Links will reuse existing jumpers).

7. ML-172/Avery-SW
    a. Physically install one (1) IE5000 12S12P-10G switch.
    b. Configure the device to reviewed specifications.
    c. Upgrade the IOS on switches as needed.
    d. Ensure all switches have the same IOS.
    e. Install the following links:
        i. SPF-10G-ER – one (1) 10-GB Link – Extending from Security Center Clockwise (IE-5000 side).
        ii. SPF-10G-ER-S – one (1) 10-GB Link – Extending from Security Center Clockwise (SCC 3850 Distribution Stack).
        iii. SFP-10G-LR - one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (IE-5000 side).
        iv. SFP-10G-LR-S – one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (SCC 3850 Distribution Stack).
        v. GEN-SC/LC-SM-Duplex-3M - four (4) Fiber Jumpers for 10-Gb Links (1-Gb Links will reuse existing jumpers).
8. IDF-001/U2-SW/Stroman
    a. Physically install one (1) IE5000 12S12P-10G switch.
    b. Configure the device to reviewed specifications.
    c. Upgrade the IOS on switches as needed.
    d. Ensure all switches have the same IOS.
    e. Install the following links:
        i. SPF-10G-ER – one (1) 10-GB Link – Extending from Security Center Clockwise (IE-5000 side).
        ii. SPF-10G-ER-S – one (1) 10-GB Link – Extending from Security Center Clockwise (SCC 3850 Distribution Stack).
        iii. SFP-10G-LR - one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (IE-5000 side).
        iv. SFP-10G-LR-S – one (1) 10-GB Link - Extending from Security Center Counter-Clockwise (SCC 3850 Distribution Stack).
        v. GLC-LX-SM-RGD - two (2) 1-GB Link to local ComNET (or other) switching.
        vi. GEN-SC/LC-SM-Duplex-3M - four (4) Fiber Jumpers for 10-Gb Links (1-Gb Links will reuse existing jumpers).
9. PD3850-24XS-Stack
    a. Configure the PD 3850-24XS stack to handle the routing of new 10Gb Fiber Ring.

Port of Corpus Christi will complete the following tasks:

1. Provide an electrician to hardwire the power supplies at each location for implementing IE5000 12S12P-10G switches.
2. Replace the 100Mb ComNET interfaces with 1Gb LR when installing the GEN-SC/LC-SM-Duplex-3M links.

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V. Validation

1. Execute customer-approved test plan.
2. Document and remediate any issues discovered.
3. Test Ring Failure
    a. Validate traffic will continue to follow in the other direction on the Ring.

VI. Turnover

1. Create as-built documentation including IP Addresses, user accounts, serial numbers, and diagrams.

DELIVERABLES

Computer Solutions will develop the following materials:

Deliverable	Description
Switching	Replace existing IE-3010 switches with IE-5000 switches.
As-Built Documentation	As-Built Doumentation including a Network Diagram.

OUT OF SCOPE ITEMS

1. Work items, tasks, and deliverables not identified herein are outside the scope of this engagement, including the following:
    a. Formal operational or training guides.
    b. Vendor installation or configuration guides.
    c. Relocation of uninstalled or removed equipment.

PROJECT ASSUMPTIONS/CONSIDERATIONS

1. Project tasks are expected to be completed on a contiguous basis, otherwise project cost and resource scheduling may be impacted.
2. Computer Solutions will be able to complete two (2) switches per day.
3. Customer will handle any fiber related issues.
4. Customer's electrician will hard-wire power supplies.

RESOURCES

The following resources are assigned to this project.

Role/Title	Company
Project Manager	Computer Solutions
Senior Engineer	Computer Solutions

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Project Management

I. Computer Solutions Project Manager

Computer Solutions will assign a Project Manager to lead this project. The Project Manager will oversee project planning, coordination, and reporting activities as well as:

1. Serve as the single point of contact for project activities, milestones, roles and responsibilities, and project tasks.
2. Coordinate status meetings and schedule, as well as management of the change control process.
3. Engage with Port of Corpus Christi and vendor resources to execute project tasks.
4. Assist in reporting guidelines, risk and issue identification, and contingency planning.
5. Continually assess scope, timing, and resource requirements.

Computer Solutions' team will prepare, at a minimum, a weekly status report. This report will contain work progress details as well as identify issues or risks requiring the attention of Port of Corpus Christi or Computer Solutions' management.

Computer Solutions will also conduct status meetings at an agreed upon time with Port of Corpus Christi, typically once per week during the engagement.

II. Change Management

For any project changes, Port of Corpus Christi and/or Computer Solutions must request a Project Change Request (PCR). The PCR will identify changes to the project schedule, tasks, staffing, and/or pricing. Services requiring a PCR will not be performed prior to the approval of said PCR by Port of Corpus Christi and Computer Solutions.

Port of Corpus Christi Responsibilities

1. **Engagement Readiness**: Port of Corpus Christi will prepare their environment prior to project commencement. This includes, but is not limited to, staff accessibility, data backup, and resolution of issues affecting Computer Solution's services.
2. **Environment Changes**: Port of Corpus Christi will notify Computer Solutions prior to initiating changes to the Port of Corpus Christi IT environment or implementing 3rd party vendor changes that affect the hardware or software associated with this project. Computer Solutions will not be held liable for any services failures or disruptions associated with Port of Corpus Christi initiated changes. If Computer Solutions' labor is required to correct said disruptions, Port of Corpus Christi will be charged the appropriate time and materials hourly rates associated with remediation.
3. **Licensing/Software/Hardware Availability**: Port of Corpus Christi is responsible for software and hardware availability, as well as licensing compliance, and agrees to make it available in its entirety no later than the commencement of project work.
4. **Third Party Tools**: Port of Corpus Christi will assist in the installation of 3rd party software and tools, as requested by Computer Solutions, to facilitate project services.
5. **Pre-Engagement Checklist:** Port of Corpus Christi will complete and signoff on all Pre-Engagement Checklist items prior to project commencement.

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Terms and Conditions

The following terms and conditions are applicable to this Statement of Work.

1. **Data Backup**: In the event that data loss occurs, Computer Solutions will not be held liable. Data loss includes, but is not limited to, corrupt, inaccurate, lost, and damaged data or unrecoverable media errors. Computer Solutions is not responsible for the changing or rotation of Port of Corpus Christi backup tapes.
2. **Project Delays**: Port of Corpus Christi may be subject to additional fees for any Port of Corpus Christi induced delays including but not limited to the Port of Corpus Christi documentation approval process, Port of Corpus Christi personnel availability, or unprepared work environment.
3. **Product Delays**: Computer Solutions is not responsible for project delays concerning product sourcing, delivery, and/or availability from the manufacturer. In the event that product sourcing affects the project, Computer Solutions will make reasonable efforts to find an alternative method for acquiring product. Any product delays will be communicated to Port of Corpus Christi as necessary.
4. **Manufacturer Defects**: Computer Solutions will not be held responsible for any manufacturer's product defects, for the outcome or scheduling of services provided by manufacturers, or for 3rd party contractors for which the project is dependent upon.
5. **Service Hours**: All services will be scheduled and performed during Computer Solutions' business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m. CST. Services outside these hours must be scheduled at least 24 hours in advance of performing said services. If the project requires services outside of these hours, Computer Solutions will work with Port of Corpus Christi to schedule such services.
6. **Unscheduled Work**: If Port of Corpus Christi requests Computer Solutions to perform work that is not scheduled at least 24 hours in advance of performing said work, Port of Corpus Christi will be charged at current after-hours rates. These rates do not apply when Computer Solutions requests the option to perform unscheduled services for convenience purposes.
7. **Resource Reassignment**: Computer Solutions reserves the right to change staff and assign different resource types and applicable costs due to unique project requirements learned during project initiation or execution, with full intent to stay within quoted price.
8. **Travel**: For travel extending beyond 50 miles outside the San Antonio and Austin metropolitan areas, Port of Corpus Christi will be charged for travel charges incurred by Computer Solutions. Travel fees will be based on the provisions of the State of Texas Travel Allowance Guide and may include but are not limited to reasonable airfare, rental car, lodging, meals, travel time, and mileage to the Port of Corpus Christi site.
9. **Product Delivery**: Port of Corpus Christi will not withhold payment of product delivered by Computer Solutions regardless of project outcomes or timeline.
10. **Cancellation/Rescheduling**: If Port of Corpus Christi postpones scheduled project within eight (8) hours of the scheduled start date, Computer Solutions reserves the right to invoice up to eight (8) hours for each resource if alternative work cannot fulfill idle time.
11. **Computer Solutions Commitment**: For a period of thirty (30) days, following project completion, Computer Solutions warrants the performance of Computer Solutions' professional services, which is not inclusive of product functionality or Return Materials Authorization (RMA) support required of manufacturer.
12. **As-Built Documentation Acceptance**: After the delivery of project documentation, Port of Corpus Christi has five (5) business days to approve or reject said documentation. If Port of Corpus Christi does not provide a written explanation of rejection during this timeframe, Computer Solutions will consider the documentation as accepted, the project closed, and ready for invoicing.
13. **Finality**: This Statement of Work is final and no other written or verbal agreements are binding.
14. **Validity**: The terms and pricing of this Statement of Work are valid for thirty (30) days from the date of delivery of this Statement of Work to Port of Corpus Christi.
15. **NetWatch Managed Services**: Any design, planning, and execution of services performed within the scope of this Statement of Work may not be applied towards any existing NetWatch Managed Services Agreements. Furthermore, NetWatch Managed Services Agreement costs cannot be applied to cover Projects covered by Letters of Engagement. Once complete, management of the solution may be added to the current NetWatch Managed Services Agreement and supported by the Computer Solutions Support Operations Center (SOC). Inclusion of the solution under NetWatch Managed Services may be subject to additional fees.

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16. **Equal Opportunity**: "This contractor and all covered subcontractors shall abide by the requirements of 41 CFR }} 60-1.4{a}, 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."

Supplementary Documents

- Project Kickoff Agenda Template
- Project Change Request Template

Pricing and Project Summary

1. **Pricing Structure**: This is a fixed bid engagement.
    a. **Invoicing**: For fixed bid engagements, Customer will be invoiced according to the milestones defined herein, or at the end of each month based on the percentage complete when the project extends beyond one (1) calendar month.
2. **Estimated Project Duration**: Two (2) weeks
3. **Estimated Project Total**: $14,404.00
4. **Estimated Travel Expenses**: $1,656.60

Acceptance

Port of Corpus Christi has reviewed the content of this Statement of Work as well as its supplementary documents. Port of Corpus Christi hereby authorizes Computer Solutions to commence and begin procurement of both product and resources.

Computer Solutions Account Executive	Port of Corpus Christi
Signature: 	Signature:
Name: Jeff Byrom	Name:
Title: Account Manager	Title:
Date: 02/11/2018	Date:
Quote/CNET:	P.O. (if required):

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PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Sam Esquivel, Real Estate Services Manager
Sam@pocca.com
(361) 885-6140

Approve an Easement and Right of Way Agreement with AEP Texas, Inc. for Relocation of an Electrical Distribution Line Located at the Bulk Terminal, Nueces County, Texas.

SUMMARY: AEP Texas, Inc. (AEP) representatives have requested an easement and right of way agreement for the relocation of certain utility poles within an existing distribution line at the Bulk Terminal Facility. The project includes removal of existing utility poles and installation of new utility poles for an existing electric distribution line located within or adjacent to a concrete storm water ditch at the Bulk Terminal Facility. The term of the easement is 30 years. Upon AEP's cessation of the easement area, or abandonment of the same for a period of twelve consecutive months, the easements and rights of way shall automatically cease and terminate, and the rights granted shall revert automatically to the PCCA.

BACKGROUND: • On July 18, 2017 the Port Commission awarded a construction contract to JM Davidson for Bulk Terminal Storm Water Quality Improvements. As part of the improvement project scope of work JM Davidson is required to relocate four utility poles and realign the electrical distribution line along the storm water ditch. J.M Davidson will have AEP perform the work; however, AEP requires an Easement and Right of Way Agreement before commencing utility relocation.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs to provide surface infrastructure and services to support maritime and industrial development).

EMERGENCY: N/A

FINANCIAL IMPACT: None – No fees are assessed for AEP electrical service easements granted to serve the PCCA or its customers.

STAFF RECOMMENDATION: Staff recommends approval of the Easement and Right of Way Agreement with AEP Texas, Inc.

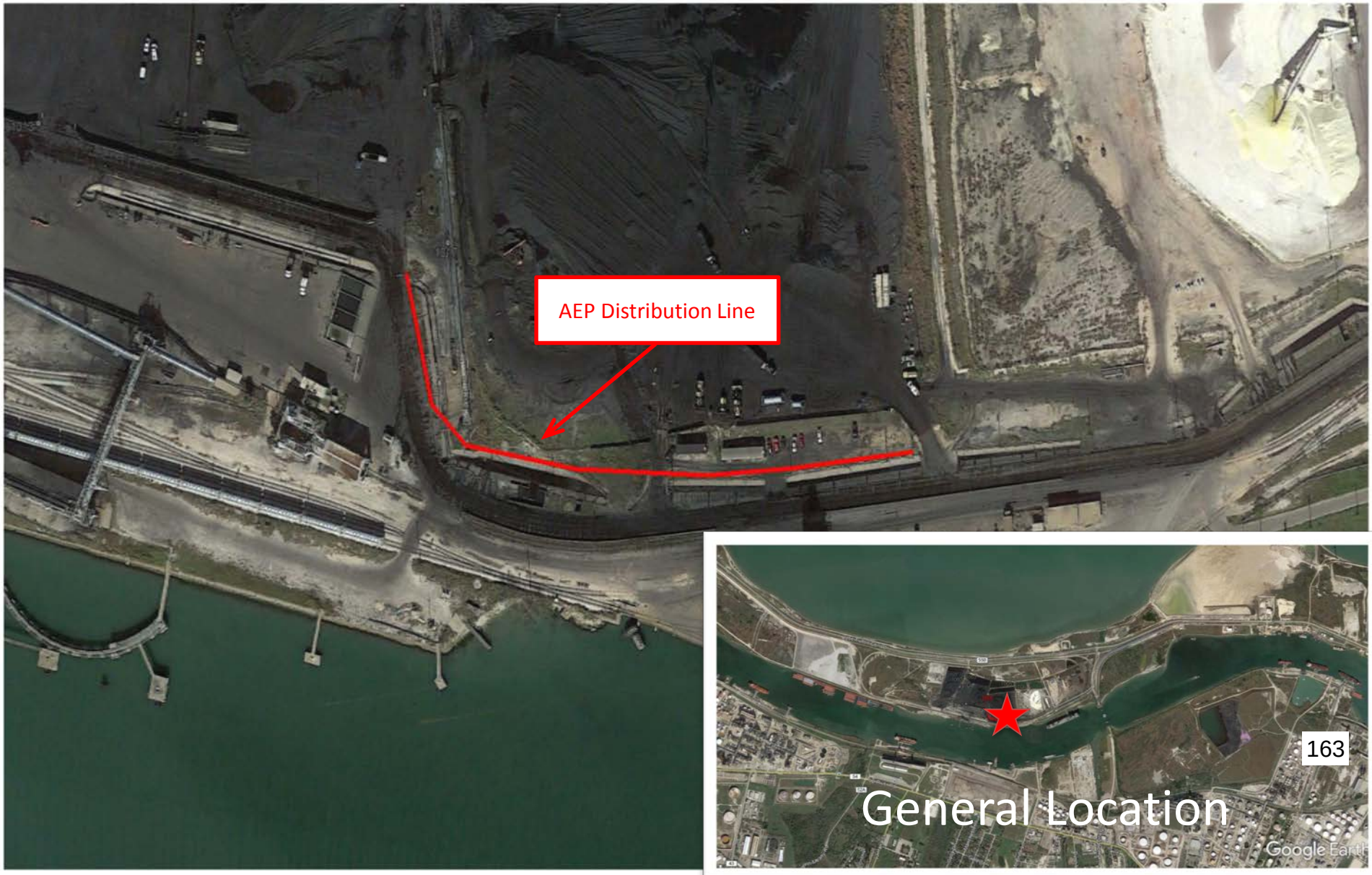
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Kent Britton Sam Esquivel, Real Estate Services Manager David L. Krams, P.E.
Legal	R. Bryan Stone
Senior Staff	John LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement and Right of Way Agreement

Approve an Easement and Right of Way Agreement with AEP Texas, Inc. for Relocation of an Electrical Distribution Line Located at the Bulk Terminal, Nueces County, Texas.



EASEMENT AND
RIGHT-OF-WAY AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") for and in consideration of Ten and NO/100 Dollars ($10.00) and other good and valuable considerations, including the covenants and conditions herein made and provided to be kept and performed by Grantee, has GRANTED AND CONVEYED and by these presents does GRANT AND CONVEY to **AEP TEXAS INC.**, a Delaware Corporation (hereinafter, together with its successor and assigns, called "Grantee"), an easement and right-of-way (hereinafter called the "Easement") over, across and upon the property depicted on Exhibit "A" attached hereto for the purpose of constructing, operating, reconstructing, enlarging, replacing, upgrading, inspecting, patrolling, repairing, maintaining, and removing electric distribution lines consisting of poles or towers made of wood, metal or other materials, wires, circuits, static wires, communication circuits, crossarms, insulators, guy wires, and all other necessary or desirable appurtenances (the "Distribution Line").

The easement width for the overhead utilities will be the aerial easement based on location of the line as depicted on Exhibit "A" attached hereto, and which is incorporated herein by reference for all purposes.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for a term of 30 years, and subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land, and which covenants and conditions, by its acceptance hereof, Grantee covenants and agrees to keep and perform.

This Easement is granted subject to the following:

A. **Type of Distribution Line**. The Distribution Line shall be electric distribution cables together with conduits, static wires, communication circuits and other appurtenances as deemed appropriate by Grantee. All new electrical conductors shall be installed and operated with a minimum ground clearance of the height of the existing conductors or thirty-six feet (36') whichever is greater. Notwithstanding anything herein to the contrary, the Distribution Line is hereby restricted to solely an aerial easement within the Easement where indicated on Exhibit "A". Any damage or disruption of fiber service or other utilities will be corrected immediately at the Grantee's cost and to the satisfaction of the Grantor.

B. **Access**. The rights of ingress and egress hereinabove referred to given to Grantee shall be confined to the above-described easement area. Grantee shall have the right to cross Authority's adjacent land, store materials or equipment thereon or to conduct any of its operations

thereon only if the prior consent of the Authority is obtained in writing, which consent will not be unreasonably withheld. Except in the case of an emergency, Grantee agrees to notify the Authority not less than 72 hours prior to its employees, agents or contractors entering upon the easement area for construction, maintenance, repairs or other operations.

C. Construction, Maintenance and Use. Grantee shall construct and maintain the Distribution Line in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same, and in accordance with the Grantor's current requirements as detailed in the Port of Corpus Christi Authorities current Project Manual.

Grantee's use of the Easement herein granted and its operations in relation to it shall at all times comply with all laws, statutes, rules and regulations of federal, state and local government.

Grantee shall furnish the Authority upon completion of the installation of the Distribution Line or any modification thereof an as-built drawing of the location of the Distribution Line and any such modification.

Grantee shall be responsible for coordination of its construction and use in the easement area with any other existing users and easement holders near the Easement. Grantee shall promptly restore any portion of the easement area damaged by Grantee to substantially its original condition. All restoration work shall be appropriately tested at Grantee's expense.

Grantee must submit to Authority plans for any proposed improvements on the easement area ("Plans"), and the Plans must be approved in writing by the Director of Engineering Services of Authority prior to the commencement of construction of the same, which approval shall not be unreasonably denied, delayed or conditioned. To facilitate the Authority's review, two sets of final for-construction plans that clearly define the project must be submitted to Authority along with electronic files for its prior approval. The drawings must be prepared on a standard engineering format (24" x 36" drawings) and show all physical features and improvements in and around the project site and must be signed and sealed by a Professional Engineer registered in the State of Texas. Any approval, comments or denial of the Plans by the Authority shall be promptly made to Grantee within 30 Business Days after submittal. Further, Authority shall prepare detailed comments or responses to the Plans in order to direct Grantee on the action needed to have the Plans revised and approved. Within 60 days of the completion of the work depicted on the Plans, Grantee will provide Authority with one set of As-Built or Record Drawings on a standard engineering format (24" x 36" drawings) and in an electronic file format acceptable to the Authority.

D. Reservations and Exceptions. The Easement is further made subject to any restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement whether or not appearing of record in the Official Public Records of Nueces County, Texas, to the extent that said items and matters are in effect and validly enforceable.

E. Indemnity. GRANTEE HEREBY RELEASES AND DISCHARGES AUTHORITY FROM LIABILITY FOR, AND ASSUMES THE RISK OF LOSS OR DAMAGE TO THE PROPERTY OF GRANTEE, AND THE PERSONAL INJURY OR DEATH OR ANY PERSON EMPLOYED BY GRANTEE, AND GRANTEE EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD AUTHORITY, ITS AGENTS, SERVANTS, EMPLOYEES AND COMMISSIONERS, HARMLESS FROM ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES AND LIABILITIES OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES AND LIABILITIES IN ANY MATTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY GRANTEES WILLFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BREACH OF ANY TERM OR CONDITION OF THIS EASEMENT, INCLUDING THAT CAUSED BY ANY OF THE GRANTEE'S AGENTS, CONTRACTORS, EMPLOYEES, INVITEES OR LICENSEES, ACTIVITIES DIRECTLY RELATED TO THIS EASEMENT OCCURRING IN, DURING OR AFTER THE TERM OF THIS EASEMENT, SAVE AND EXCEPT SUCH DAMAGES AS MAY BE CAUSED BY THE NEGLIGENCE OF THE AUTHORITY, ITS AGENTS, CONTRACTORS, EMPLOYEES, INVITEES OR LICENSEES IT BEING INTENDED THAT GRANTEE WILL INDEMNIFY AUTHORITY FOR GRANTEES PROPORTIONATE FAULT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, WHICH CAUSES SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT SHOULD GRANTEE FAIL OR REFUSE TO PARTICIPATE IN THE SETTLEMENT OF A CLAIM FOR DAMAGES, THEN AUTHORITY MAY SETTLE WITH THE CLAIMANT WITHOUT PREJUDICE TO AUTHORITY'S INDEMNITY RIGHTS SET FORTH HEREIN, IT BEING EXPRESSLY RECOGNIZED THAT A SETTLEMENT AFTER DEMAND ON GRANTEE WILL CONSTITUTE A SETTLEMENT OF THE PROPORTIONATE FAULT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, OF BOTH GRANTEE AND AUTHORITY, WHICH SETTLEMENT MAY LATER BE APPORTIONED BETWEEN AUTHORITY AND GRANTEE.

TO THE EXTENT PERMITTED BY LAW, AUTHORITY HEREBY RELEASES AND DISCHARGES GRANTEE FROM LIABILITY FOR, AND ASSUMES THE RISK OF LOSS OR DAMAGE TO THE PROPERTY OF AUTHORITY, AND THE PERSONAL INJURY OR DEATH OF ANY PERSON EMPLOYED BY AUTHORITY, AND AUTHORITY EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD GRANTEE, ITS AGENTS, SERVANTS, EMPLOYEES AND COMMISSIONERS, HARMLESS FROM ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES AND LIABILITIES OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES AND LIABILITIES IN ANY MATTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY AUTHORITYS WILLFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BREACH OF ANY TERM OR CONDITION OF THIS EASEMENT, INCLUDING THAT CAUSED BY ANY OF THE AUTHORITY'S AGENTS, CONTRACTORS, EMPLOYEES, INVITEES OR LICENSEES, ACTIVITIES DIRECTLY OR INDIRECTLY RELATED TO AUTHORITY'S USE OF THE EASEMENT OR ITS SURROUNDING PROPERTIES AND OCCURRING IN,

DURING OR AFTER THE TERM OF THIS EASEMENT, SAVE AND EXCEPT SUCH DAMAGES AS MAY BE CAUSED BY THE NEGLIGENCE OF THE GRANTEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, INVITEES OR LICENSEES, IT BEING INTENDED THAT AUTHORITY WILL INDEMNIFY GRANTEE FOR AUTHORITY'S PROPORTIONATE FAULT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, WHICH CAUSES SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT SHOULD AUTHORITY FAIL OR REFUSE TO PARTICIPATE IN THE SETTLEMENT OF A CLAIM FOR DAMAGES, THEN GRANTEE MAY SETTLE WITH THE CLAIMANT WITHOUT PREJUDICE TO GRANTEE'S INDEMNITY RIGHTS SET FORTH HEREIN, IT BEING EXPRESSLY RECOGNIZED THAT A SETTLEMENT AFTER DEMAND ON AUTHORITY WILL CONSTITUTE A SETTLEMENT OF THE PROPORTIONATE FAULT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, OF BOTH AUTHORITY AND GRANTEE, WHICH SETTLEMENT MAY LATER BE APPORTIONED BETWEEN AUTHORITY AND GRANTEE.

EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, IT IS THE INTENT OF THE PARTIES HERETO THAT ALL INDEMNITY OBLIGATIONS AND LIABILITIES ASSUMED UNDER THE TERMS OF THIS EASEMENT BE WITHOUT MONETARY LIMIT. THE INDEMNITY CONTAINED IN THIS PARAGRAPH APPLIES, WITHOUT LIMITATION, TO ANY VIOLATION OF ANY APPLICABLE ENVIRONMENTAL LAW IN EFFECT DURING THE TERM OF THIS EASEMENT, INCLUDING ANY EXTENSION, AND ANY AND ALL MATTERS ARISING OUT OF ANY ACT, OMISSION, EVENT OR CIRCUMSTANCE EXISTING OR OCCURRING DURING THE TERM OF THIS EASEMENT, INCLUDING ANY EXTENSIONS, REGARDLESS OF WHETHER THE ACT, OMISSION, EVENT OR CIRCUMSTANCE CONSTITUTED A VIOLATION OF ANY APPLICABLE ENVIRONMENTAL LAW AT THE TIME OF ITS EXISTENCE OR OCCURRENCE.

F. **Assignment**. The rights herein granted may not be assigned without the prior written consent of the Authority, which consent will not be unreasonably withheld; if the Authority withholds consent, the Authority will provide written notice within 30 days from date of notice of assignment to third parties by Grantee; failure to provide such written notice within the said 30 days shall constitute acceptance of assignment.

The Authority, however, consents to the assignment of the Easement to any corporation that is an affiliate of and controlled by, Grantee, or to a parent corporation of Grantee or a subsidiary corporation of such parent corporation.

The Easement shall be deemed a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Assignment in accordance with this paragraph shall relieve Grantee from liability for the performance of the covenants and indemnities hereof.

G. **Relocation**. The Authority may require Grantee to remove, lower, raise, or relocate the Distribution Line, equipment, facilities and appurtenances situated in the Easement in the event the Authority wants to use the Easement property for construction of Authority facilities or other

Authority uses and the Distribution Line becomes a hindrance or interferes with any such future uses of the property. In such event, the cost of such removal, lowering, raising or relocation shall be paid solely by Grantee. In the event of such removal, lowering, raising, or relocation, the Authority will provide Grantee with an alternate easement, using its best efforts, on Authority land in a location that is reasonably acceptable to Grantee and at no additional cost to Grantee.

H. Compliance with all Laws. The rights and privileges associated with the Easement granted under this agreement shall not be exercised in a manner so as to violate any standards or provisions of any applicable common law or legislation, or the rules, regulations or policies of any regulatory body, whether Federal, State municipal or county, including without limitation, applicable standards, legislation, rules and regulations relating to the protection of the environment.

I. Exhibits. All exhibits attached hereto are hereby incorporated herein by this reference and made a part hereof for all purposes.

J. Notice. Any notice or demand which either party hereto may desire to serve upon the other shall be sufficiently served if deposited in the United States mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed, in the instances of Authority to:

If to Authority: Port of Corpus Christi Authority
Attn: Chief Executive Officer
222 Power Street
P.O. Box 1541
Corpus Christi, Texas 78403
Fax: (361) 881-5155

If to Grantee: AEP Texas Inc.
c/o Distribution Right-of-Way Agent
P.O. Box 2121
Corpus Christi, Texas 78403

or to such other address which a party may notify in writing to the other. Such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

K. Termination. The Easement herein granted shall terminate if Grantee shall fail to complete the construction of the Distribution Line within three (3) years from the date hereof, or at any time during the term hereof abandon the use of the same for the purposes herein granted for twelve (12) consecutive months. In addition to the immediate sentence above, this Easement Agreement and all of Grantee's interest hereunder, at the option of Grantor, shall forthwith terminate upon breach by Grantee of any of the covenants or conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after written notice from the Grantor to do so. However, if such breach cannot be reasonably remedied within ninety (90) days, this Easement Agreement and Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, reasonably acceptable to Grantor, for remedying such breach as expeditiously as reasonably

possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees it will within one hundred twenty (120) days after the termination of this Easement Agreement remove the Distribution Line (including poles, towers and guy wires) in the Easement and shall restore Grantor's lands in the Easement to the condition in which same existed prior to the existence of the Distribution Line. In the event Grantee fails to so remove the Distribution Line, the Grantor may either declare the termination of Grantee's interest in the Distribution Line and all of Grantee's interest therein shall thereupon terminate, or the Grantor may cause the Distribution Line, or any part thereof at Grantor's election, to be removed and the lands of the Grantor restored at the cost of Grantee.

L. **Severability/Interpretation**. In case any one or more of the provisions contained in this agreement shall for any reason 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. Whenever required by the context, as used in this agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

M. **Counterparts**. This agreement may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this document to physically form one document, which may be recorded.

N. **Governing Law**. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

The execution of this Easement shall be conclusive of the agreement of the Authority and Grantee to all of the terms and conditions hereof, whereupon the Easement and all of its provisions shall extend to and be binding upon the legal representatives, successors and assigns of Grantee and the Authority, respectively.

[Signature and acknowledgement pages follow this page]

WITNESS this _____ day of _____, 2018.

GRANTOR:

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
Name: _____
Title: _____

GRANTEE:

AEP TEXAS INC.

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____, _____ of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

_____
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

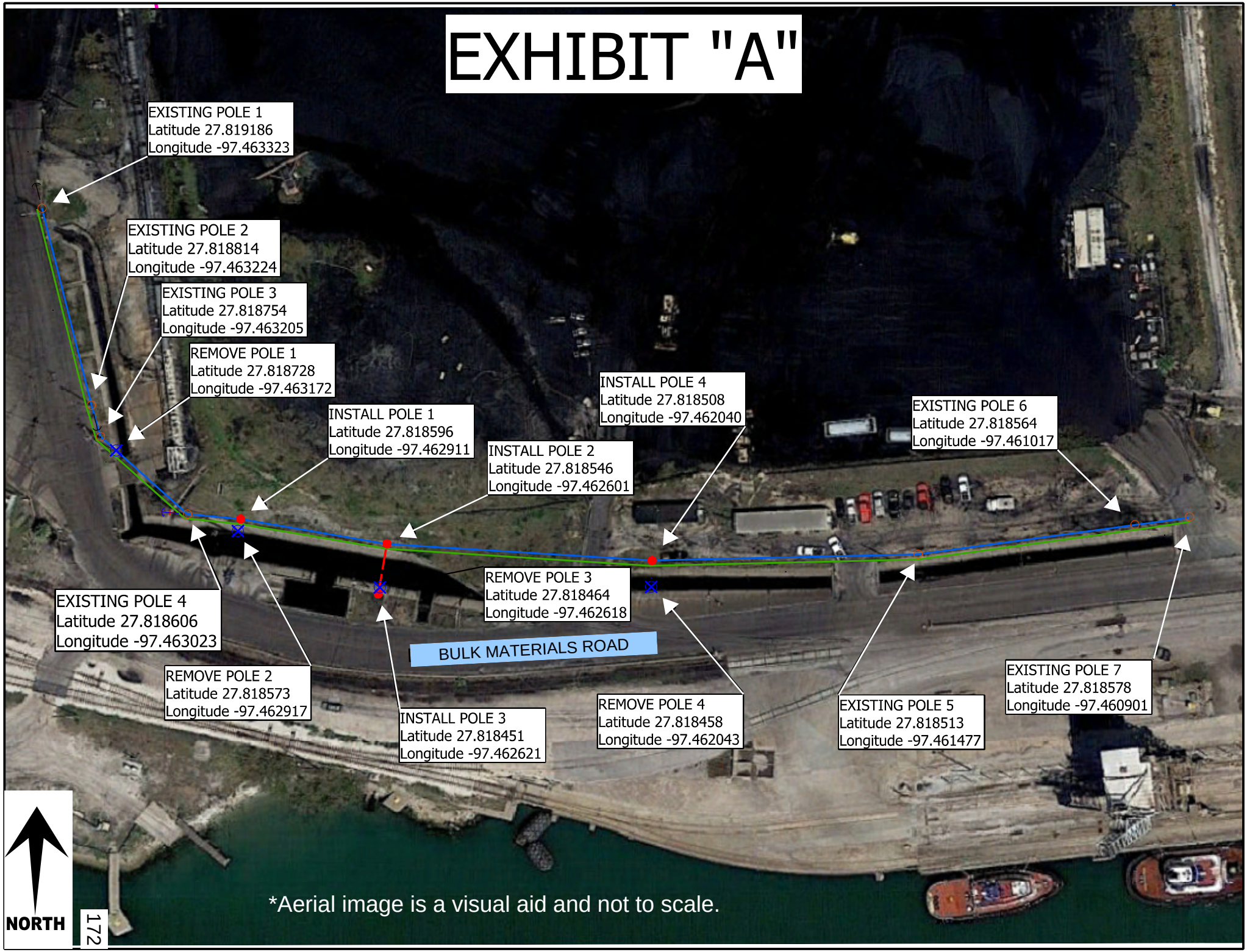
THE STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____, _____ of AEP Texas Inc., a Delaware corporation, on behalf of the corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

EXHIBIT "A"


EXISTING POLE 1
Latitude 27.819186
Longitude -97.463323
EXISTING POLE 2
Latitude 27.818814
Longitude -97.463224
EXISTING POLE 3
Latitude 27.818754
Longitude -97.463205
REMOVE POLE 1
Latitude 27.818728
Longitude -97.463172
INSTALL POLE 1
Latitude 27.818596
Longitude -97.462911
INSTALL POLE 2
Latitude 27.818546
Longitude -97.462601
INSTALL POLE 4
Latitude 27.818508
Longitude -97.462040
EXISTING POLE 6
Latitude 27.818564
Longitude -97.461017
EXISTING POLE 4
Latitude 27.818606
Longitude -97.463023
REMOVE POLE 3
Latitude 27.818464
Longitude -97.462618
BULK MATERIALS ROAD
REMOVE POLE 2
Latitude 27.818573
Longitude -97.462917
INSTALL POLE 3
Latitude 27.818451
Longitude -97.462621
REMOVE POLE 4
Latitude 27.818458
Longitude -97.462043
EXISTING POLE 5
Latitude 27.818513
Longitude -97.461477
EXISTING POLE 7
Latitude 27.818578
Longitude -97.460901
NORTH
172
*Aerial image is a visual aid and not to scale.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Sam Esquivel, Real Estate Services Manager
Sam@pocca.com
(361) 885-6140

Approve an Amendment of Lease with the City of Port Aransas to extend the 50.73-acre Marina Lease located in Port Aransas, Nueces County, Texas to March 31, 2018.

SUMMARY: The City of Port Aransas has requested an amendment of Lease to extend the term of the 50.73-acre Marina Lease to March 31, 2018. The lease amendment will bring the Lease current and provide time for the City of Port Aransas and the PCCA to finalize the commercial terms for a new long-term Lease that are beneficial for both parties.

BACKGROUND: On January 31, 1958, the PCCA leased 49.15 acres to the City of Port Aransas for a 30-year term. The lease acreage was intended to become the majority of the City's marina and public green space. The Lease was later modified to include an additional 1.583 acres for the development of Roberts Point Park, thereby increasing the Leased Premises to 50.73-acres. By Lease instrument dated December 1, 1976, the lease dated January 31, 1958 was cancelled effective November 30, 1976, and a new 30-year term began December 1, 1976, ending November 30, 2006. Subsequently, effective January 1, 1987, the lease was cancelled, and a new 30-year term began on January 1, 1987, ending December 31, 2017.

ALTERNATIVES: Do not approve

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA Strategic Plan; Strategic Goal #2 – Provide facilities and services to meet customer needs to provide surface infrastructure and services to support maritime and industrial development and Strategic Goal #3 Build and sustain productive relationships with all stakeholders.

EMERGENCY: N/A

FINANCIAL IMPACT: None

STAFF RECOMMENDATION: Staff recommends approval of the Amendment of Lease with the City of Port Aransas to extend the 50.73-acre Marina Lease located in Port Aransas.

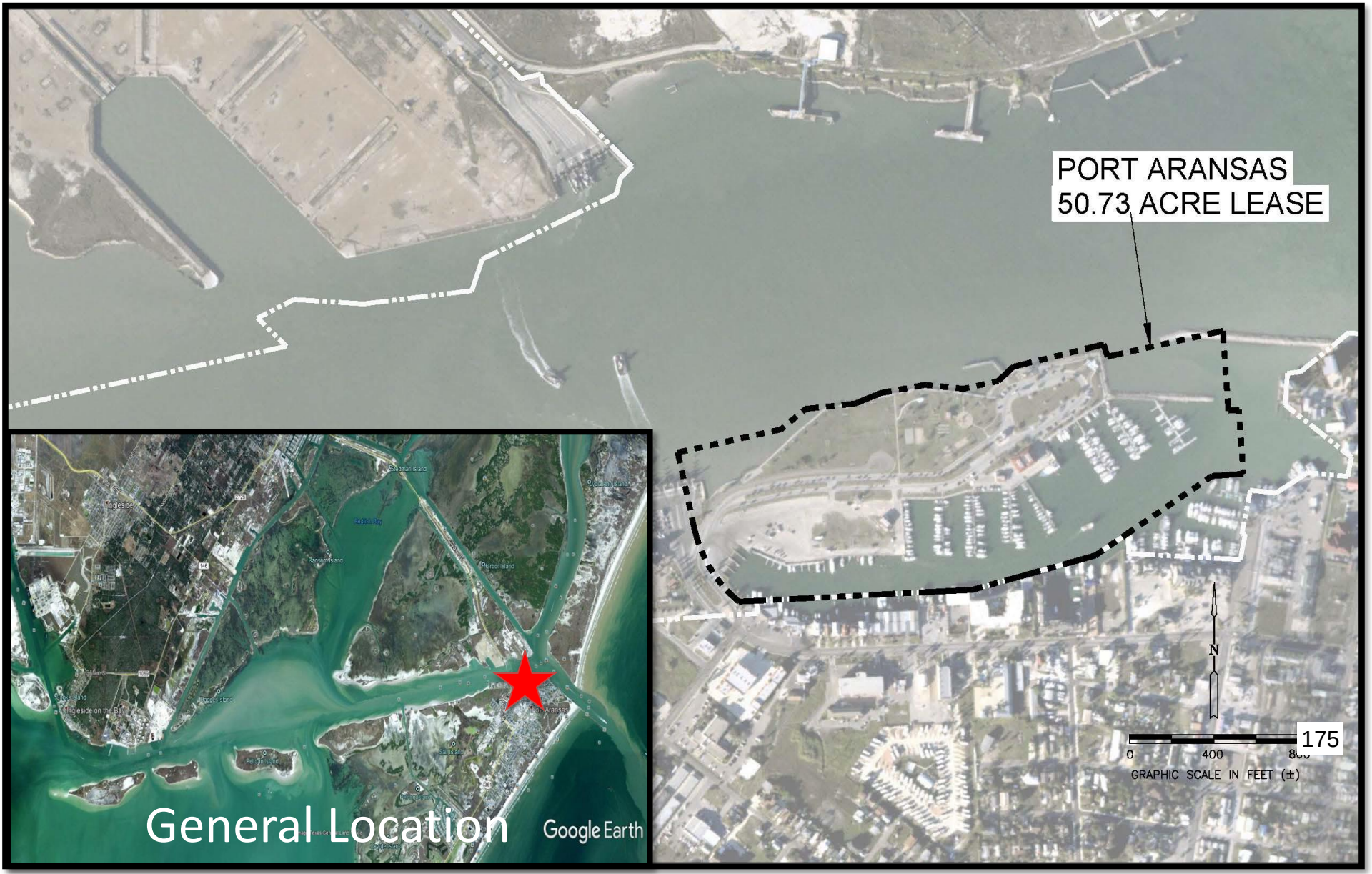
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel Kent Britton
Legal	Bruce Hawn
Senior Staff	John LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Lease Amendment

Approve an Amendment of Lease with the City of Port Aransas to extend the 50.73-acre Marina Lease located in Port Aransas, Nueces County, Texas to March 31, 2018.



AMENDMENT OF LEASE

This **AMENDMENT OF LEASE** ("**Amendment**") is made effective as of the 31st day of December, 2017 ("**Amendment Date**") by and between the **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, pursuant to authorization by its Port Commissioners (hereinafter called "**Authority**"), and the **CITY OF PORT ARANSAS, TEXAS**, a Texas home rule municipality (hereinafter called "**City**"). Authority and City each herein called a "**Party**" and together the "**Parties**".

WHEREAS, the Parties entered into a lease agreement dated effective January 1, 1987 whereby the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, ("Authority") leased 50.73 acres of land lying along the north shore of mustang Island, Nueces County, Texas to the City for all purposes necessary, proper, convenient or expedient in connection with the construction, operation and maintenance of channels, canals, boat basins, wharfs, docks, berthing facilities for small boats, marine railways, marine service stations and any uses related to the operation and maintenance of a boat basin and harbor and for park purposes and for all other uses necessary, convenient or beneficial to the City of Port Aransas, Texas (the "**Lease Agreement**").

WHEREAS, the Lease Agreement specifies a lease term ending on December 31, 2017; and

WHEREAS, the Parties desire to extend the Lease Agreement expiration date to March 31, 2018.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that effective December 31, 2017, the Lease Agreement is amended as follows:

1. The expiration date of the lease Agreement is hereby changed to March 31, 2018.

2. Except as specifically amended hereby, all terms and conditions of the Lease Agreement shall remain in full force and effect, and the Lease Agreement, as amended, is hereby ratified and confirmed as being in full force and effect between the Parties. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease Agreement the terms and conditions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this 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 Amendment Date.

[The signature page follows this page.]

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

By: _____
Sean C. Strawbridge
Chief Executive Officer

Date: _____

CITY: **CITY OF PORT ARANSAS, TEXAS**

By: _____
Name: _____
Title: _____

Date: _____

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Sam Esquivel, Real Estate Services Manager
Sam@pocca.com
(361) 885-6140

Approve a Pipeline Easement Agreement with Maverick Terminals Corpus, LLC for a 43' by 10' Surface Site and Two-12" Pipelines and One-1" Fiber Optic Line, Located East of the Bulk Liquid Handling Facility at Bulk Terminal Dock 3, Nueces County, Texas.

SUMMARY: Maverick Terminals Corpus, LLC representatives are requesting a Pipeline Easement Agreement for a 43' by 10' Surface Site, two-12" Pipelines and one-1" fiber optic line with casing that cannot exceed 4" in diameter connecting the Maverick Terminal Site to the Bulk Liquid Handling Facility at the former Bulk Dock 3 layberth dock. The Easement will be granted for a 30-year term and fee adjusted on a 10 year basis, payable in advance. The fee for the first 10 year period will be determined by the selected final route and calculated at $70.70 per rod. For each succeeding 10 year period during the term of the easement, the fee will be subject to an adjustment based on the PCCA's current fee schedule at the time of adjustment.

BACKGROUND: On June 20, 2017, the Commission approved the development of a Bulk Liquid Handling Facility at the former Bulk Dock 3 layberth dock. Consequently, on July 18, 2017 Maverick and the Port of Corpus Christi Authority (PCCA) entered into a Lease Agreement for a 41-acre Terminal Facility. The 41 acre site is located south of the Joe Fulton International Trade Corridor and on the easterly side of the Bulk Terminal. Once completed the Bulk Liquid Handling Facility will be capable of transferring refined petroleum products to and from barges and ocean going vessels berthed at Bulk Dock 3 including serving the adjacent Maverick terminal currently under construction. The construction of the surface site and pipelines will give Maverick access to Bulk Liquid Handling Facility at Bulk Dock 3.

ALTERNATIVES: Do not approve and Maverick will not have access to of the Bulk Liquid Handling Facility at Bulk Terminal Dock 3

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs to provide surface infrastructure and services to support maritime and industrial development).

EMERGENCY: N/A

FINANCIAL IMPACT: The easement fee for the first 10 year period will be $9,483.15, based on 94.68 rods at a per rod rate of $70.70 and 47.34 rods at a per rod rate of 58.92. The surface site fee for the first 10 year period will be $5,000.00, based on a $500,000 equalization value, 10% rate of return, and 0.01. acres. For each succeeding 10-year period during the term of the easement, the fees will be subject to an adjustment based on the PCCA's current fee schedule at the time of adjustment.

STAFF RECOMMENDATION: Staff recommends approval of the Pipeline Easement Agreement with Maverick Terminals Corpus, LLC.

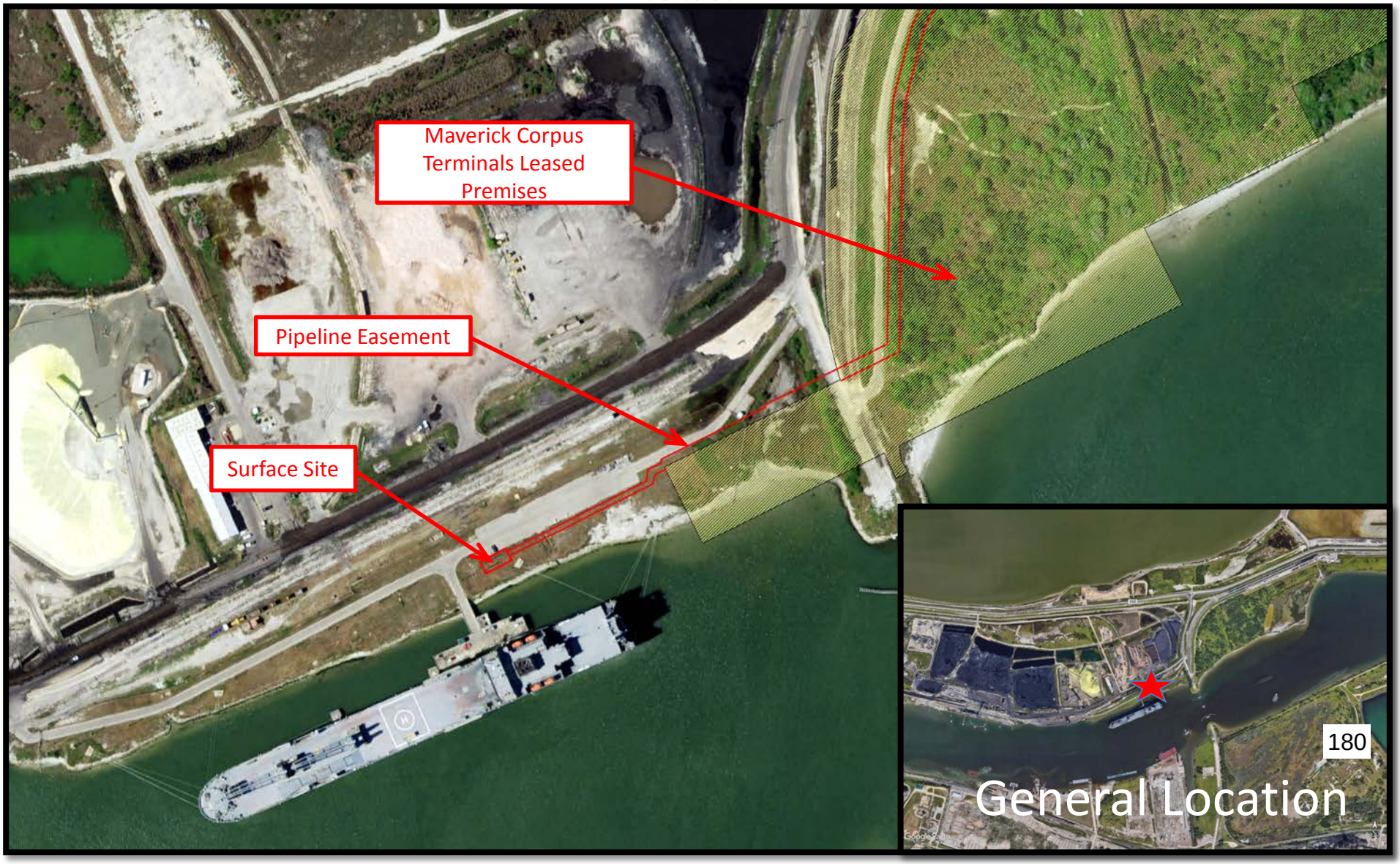
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel Kent Britton
Legal	Bruce Hawn
Senior Staff	John LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement and Right of Way Agreement

Approve a Pipeline Easement Agreement with Maverick Terminals Corpus, LLC for a 43' by 10' Surface Site and Two 12" Pipeline and One 1" Fiber Optic Line, Located East of the Bulk Liquid Handling Facility at Bulk Terminal Dock 3, Nueces County, Texas.



PORT OF CORPUS CHRISTI AUTHORITY
PIPELINE EASEMENT SUMMARY

Grantee:	MAVERICK TERMINALS CORPUS, LLC 16211 La Cantera Parkway, Suite 202 San Antonio, Texas 78256
Easement Location:	East of the Bulk Liquid Handling Facility at Bulk Terminal Dock depicted on the attached Exhibit.
Use:	43' by 10' Surface Site, two 12" Pipeline and one 1" fiber optic line with casing that cannot exceed 4" in diameter connecting the Maverick Terminal Site to , Bulk Liquid Handling Facility.
Term:	30 year
Options:	N/A
Start Date:	February 20, 2018
End Date:	February 19, 2048
Fee:	$14,483.15 for the first 10 years
Easement Contact:	MAVERICK TERMINALS CORPUS, LLC 16211 La Cantera Parkway, Suite 202 San Antonio, Texas 78256 Mark Cramer 210-504-4350 MCramer@howardep.com
Remarks:	The easement fee for the first 10 year period will be $9,483.15, based on 94.68 rods at a per rod rate of $70.70 and 47.34 rods at a per rod rate of 58.92. The surface site fee for the first 10 year period will be $5,000.00, based on a $500,000 equalization value, 10% rate of return, and 0.01. acres. For each succeeding 10-year period during the term of the easement, the fees will be subject to an adjustment based on the PCCA's current fee schedule at the time of adjustment.

PIPELINE EASEMENT

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

Port of Corpus Christi Authority of Nueces County, Texas, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") for good and valuable consideration as described below, and including the covenants and conditions herein made and provided to be kept and performed by Grantee, has **GRANTED AND CONVEYED** and by these presents does **GRANT AND CONVEY** to Maverick Terminals Corpus, LLC, a Delaware limited liability company **MAVERICK TERMINALS CORPUS, LLC**, whose principal address is 16211 La Cantera Parkway, Suite 202, San Antonio, Texas 78256, (hereinafter called "Grantee"), a non-exclusive right-of-way and easement (the " Easement") on and through the Authority's land located in Nueces County, Texas, for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing one (1) pipeline twelve inches (12") in nominal outside diameter for the transportation of unleaded gasoline; and one (1) pipeline twelve inches (12") in nominal outside diameter for the transportation of diesel fuel (the "Pipelines")" and one one inch (1") fiber optic line, the casing for which, if any, may not exceed eight inches (8") in diameter, upon, over and across the Easement hereby granted; together with such valves, fittings, meters and other equipment and appurtenances as may be necessary for such purposes (the "Pipeline Appurtenances"). The fiber optic line may only be used for the operation of the Pipelines or the operation of Grantee's pipeline system and facilities. Except for pipeline markers all above ground Pipeline Appurtenances, if any, shall be installed in the forty-three feet by ten feet (43' x 10') surface site location (the "Surface Site") described and depicted in Exhibits "A" and "B" attached hereto. The Pipeline, the Pipeline Appurtenances and the fiber optic line shall hereinafter be collectively referred to as the "Pipeline Facilities"). The Easement hereby conveyed is a total of seven feet (7') in width, together with an additional non-exclusive temporary construction easement parallel and adjacent to the Easement to the extent shown in Exhibit "B", ("Temporary Easement"). The Temporary Easement also includes the additional temporary workspace locations, if any, depicted in Exhibit "B". The Easement and Temporary Easement and the Surface Site are more particularly described in Exhibit "A" attached hereto and are depicted in Exhibit "B" attached hereto. The Temporary Easement shall expire and the easement, with the exception of the Surface Site shall revert to the exterior dimensions of the Pipeline Facilities installed on: (1) the date on which the initial construction of the Pipeline Facilities is completed and the Pipelines are operational, or (2) one year from the date of this Pipeline Easement Agreement ("Agreement"), whichever is earlier, (the "Initial Construction Period"). The Easement and Temporary Easement shall be collectively referred to as the "Easements". In the event construction is not commenced within one year from the date hereof, this Agreement and the Easements will terminate, unless the period for commencement of construction is extended, in writing, beyond one year by Authority. The product of each pipeline shall hereinafter be collectively referred to as the "Authorized Pipeline Products".

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for thirty (30) years beginning on the 20th day of February, 2018, and

ending at midnight on the 19th day of February 2048, subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land, and which covenants and conditions by its acceptance hereof Grantee covenants and agrees to keep and perform.

This Easement is granted subject to the following:

1. Fees. For the first ten (10) years of the term of this Agreement, Grantee will pay to the Authority a fee in the amount of Nine Thousand Four Hundred Eighty Three and 15/100 Dollars ($9,483.15) in advance for installation of the Pipelines and fiber optic line. For the first ten (10) years of the term of this Agreement, Grantee, for use of the Surface Site, will pay to the Authority a fee in the amount of Five Thousand and 00/100 Dollars ($5,000.00) in advance.

For each pipeline authorized to be installed in the Easement, the fee for years eleven (11) through twenty (20) of this Agreement shall be due on the tenth (10th) anniversary date of this Agreement and will be calculated using the ten-year rate set forth in the Authority's then current and applicable pipeline and utility easement fee schedule for pipelines having the same outside diameter. The fee for each pipeline for years twenty-one (21) through thirty (30) of this Agreement will be due on the twentieth (20th) anniversary of this Agreement and will be likewise be calculated using the ten-year rate set forth in the Authority's then current and applicable pipeline and utility easement fee schedule for pipelines having the same outside diameter. For purposes of the above calculations, the fee for each fiber optic line authorized by this Agreement, if any, will be calculated in the same manner as a pipeline having the same outside diameter of each fiber optic line or if laid in conduit for a pipeline with the same outside diameter as the conduit used for each fiber optic line.

For each surface site, if any, authorized by this Agreement for the installation of above ground appurtenances the fee for years eleven (11) through twenty (20) of this Agreement shall be due on the tenth (10th) anniversary date of this Agreement and will be ten percent (10%) of the product of the number acres in the surface site and the per acre equalization value then assigned by Authority to each surface site. The fee for each such surface site, if any, for years twenty-one (21) through thirty (30) of this Agreement will be due on the twentieth (20th) anniversary of this Agreement and likewise will be ten percent (10%) of the product of the number acres in the surface site and the per acre equalization value then assigned by Authority to each surface site.

2. Access and Post Construction Work Space. The rights of ingress and egress hereinabove referred to in Grantee shall be confined to the above-described Easements during the Initial Construction Period. Grantee during the Initial Construction Period, shall not have the right to cross Authority's adjacent land, store materials or equipment on Authority's adjacent land, or conduct any of Grantee's operations on Authority's adjacent land, without the prior express written consent of Authority. After the expiration of the Initial Construction Period, Grantee shall be permitted to have ingress and egress to and from the Easement for the construction, operation, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities over a route or routes, across Authority's adjacent lands, if any, designated in advance by Authority. Grantee, during any period of construction, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities,

taking place after the expiration of the Initial Construction Period, shall be permitted to use a reasonable amount of Authority's adjoining property, as designated in advance by Authority, to the extent reasonably available, as determined by Authority in its sole and absolute discretion, and only for so long as reasonably necessary for such construction, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities ("Post Construction Work Space"). Notwithstanding the forgoing, Authority shall have no obligation to preserve the availability of any of Authority's adjacent lands for Grantee's use as Post Construction Work Space. After the expiration of the Initial Construction Period except in the case of an emergency, Grantee agrees to notify the Authority not less than seventy-two (72) hours prior to Grantee's employees, agents or contractors entering upon the Easement for construction, maintenance, repairs or other operations. In the case of an emergency necessitating entry upon the Easement by Grantee, its employees, agents or contractors without first giving at least seventy-two (72) hours prior notice to Authority, Grantee agrees to notify the Authority of the nature and extent of any such emergency within twenty-four (24) hours after any such entry.

3. Construction, Maintenance and Use.

During the installation of the Pipeline Facilities or during any significant repair or replacement of the Pipeline Facilities, Authority shall be entitled to engage the services of an inspector which shall be selected by the Authority, in its sole and absolute discretion, to observe the operations of Grantee and to verify that the Pipeline Facilities are installed in full compliance with the terms and conditions of this Agreement (the "Inspection Services"). The Authority shall be responsible for the payment of all wages and expenses charged by its inspector (the "Inspection Service Expenses"). Upon completion of the initial installation of the Pipeline Facilities and thereafter upon completion of any significant repair or replacement of the Pipeline Facilities, Authority shall invoice Grantee for all Inspection Service Expenses incurred by Authority, which invoice Grantee agrees to pay within thirty (30) days of Grantee's receipt thereof.

Grantee shall construct and maintain the Pipeline Facilities in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same; including but not limited to the requirements set forth in Article VII (Hazardous Substances, Liquids, and Gas Pipelines and Distribution Systems) of Chapter 35 of the City of Corpus Christi's Code of Ordinances, as amended from time to time. Warning signs for the existence of the Pipeline Facilities that conform to Federal and State laws applicable to such warning signs will be posted at the required locations along the Easement.

No boring pit or receiving pit may be placed in the Easement, without the express written consent of the Authority.

All backfill placed in the Easement must be compacted so as to prevent settlement or erosion. Grantee shall bury and maintain the Pipeline and all underground Pipeline Appurtenances at a depth of not less than 4 feet below the surface of the ground or to such deeper depth as may be reasonably required as a result of the presence on, or construction on, or adjacent to, the areas within the Easement of any road, pipeline, or pole line. Grantee agrees to bore under all navigable channels and rail crossings to a depth set by Authority's Director of Engineering Services. In refilling any hole or

ditch, Grantee must compact the subsoil to ninety-five percent (95%) of original compaction. After any construction, repair or removal, Grantee shall compact, loosen, or otherwise condition the topsoil to the degree of compaction of non-disturbed topsoil so that there will be no settling or compaction of soil and so that the land disturbed will be the same level as the surrounding lands which will maintain drainage previous to such work and prevent erosion.

In the event of any excavation within the Easements, including but not limited to excavation of any pipeline trench or in the event of removal of the Pipeline Facilities herein contemplated, the top eighteen (18") inches of topsoil (should eighteen inches of top soil exist), or the full depth of any such top soil, whichever is less, will be removed and stored separately from the subsoil. As the Pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method. Grantee shall promptly back-fill all excavations in this manner and agrees to promptly remove all excess subsoil from the Easements.

Grantee will restore the Easements and any Post Construction Work Space disturbed by Grantee's operations to pre-project elevations and contours and, if requested by Authority, will seed and/or vegetate all such area disturbed by Grantee's construction, operation, maintenance, repair or removal of the Pipeline Facilities. Grantee shall seed and/or vegetate the Easements and Post Construction Work Space to promote restoration of the pre-project percent vegetative coverage using perennial grass seed or transplant material as per the seasonal recommendations of the Nueces County Agriculture Extension Service, or with either Common Bermuda grass or other locally adapted perennial grass (if Authority so elects).

Grantee will immediately, notify the appropriate State and Federal agencies who regulate pipelines of the type in the Easement, and no later than twenty-four (24) hours after discovery, notify Authority, of any visible or apparent contamination discovered in the Easement during initial construction of the Pipeline Facilities.

Following completion of construction of the Pipeline Facilities, Grantee will immediately, notify the appropriate State and Federal agencies who regulate pipelines of the type in the Easement, and no later than twenty-four (24) hours after discovery, notify Authority, of any visible or apparent contamination discovered in, on, under, or adjacent to the Easement.

If, during, or after, completion of construction of the Pipeline Facilities, the contamination is coming from the Pipeline Facilities, then Grantee will immediately take all steps necessary to shut down the Pipeline Facilities in the Easement from which the contamination is coming, repair or replace the Pipeline Facilities, and restore the Easements and Authority's adjacent lands to the condition they were in prior to the discovery of the contamination. If the contamination is not coming from a pipeline or pipelines in the Easement, then Grantee and Authority shall cooperate to determine the source of the contamination and advise the appropriate State and Federal agencies of the occurrence.

Grantee's use of the Easements and Post Construction Work Space herein granted and its operations in relation thereto will at all times comply with all applicable laws, statutes, rules and

regulations of federal, state and local government. Grantee's use of the Easements and Post Construction Work Space may not unreasonably interfere with existing easement rights of any owner of an easement in, on, over, under or across any lands owned by the Authority and which are crossed or are overlapped in whole or in part by the Easements. Grantee agrees to obtain all applicable environmental permits necessary to conduct the work, and provide a copy of said permits to Authority. Grantee agrees to construct and maintain the Pipeline Facilities in accordance with existing permits or permit applications related to the easement and in accordance with all applicable state and federal environmental rules and regulations.

Prior to commencement of construction of the Pipeline Facilities, Grantee will furnish Authority with a detailed set of plans for the construction of the Pipeline Facilities (the "Plans") for the Authority's approval, which approval shall not be unreasonably withheld. The Plans must be prepared in a standard engineering format and must be signed and sealed by a Professional Engineer registered in the State of Texas. The Plans for any Pipeline Facilities shall show the pipe grade, wall thickness and coating of the pipe to be constructed and shall depict the location and the depth at which such Pipeline Facilities will be installed within the Pipeline Easement. The Plans shall also depict all surface sites and any surface features, including but not limited to, drainage ditches, culverts, roads, fixtures, appurtenances, pipelines or containment levees in the vicinity of the Pipeline Easement that may be affected by the construction activity during installation or maintenance of the Pipeline Facilities. The Plans shall be submitted to the Director, who may require reasonable modifications to the Plans before approving them. Additionally, prior to the installation of the Pipeline Facilities within the Pipeline Easement, Grantee shall furnish the Director "issued-for-construction" drawings for the Pipeline.

Grantee as a condition precedent to Grantee's right to enter upon and otherwise access the Easements for construction purposes, shall furnish Authority all "issued for construction drawings" provided to its construction contractors for the construction of the Pipeline Facilities, as well as, any subsequent revisions thereto applicable to the Easement (the "Issued for Construction Drawings"). Grantee shall not enter upon the Easements for construction purposes until Grantee has provided Authority with a current set of Issued for Construction Drawings. Upon completion of the installation of the Pipeline Facilities in the Easement, Grantee shall provide an as-built drawing depicting and describing (by metes and bounds) the as-built location of the Pipeline Facilities. When any segment of pipeline is installed utilizing HDD methods, Grantee agrees to survey each pipeline by smart pig and to include in the as-built drawings all x, y, and z, coordinates for each segment of pipeline installed by HDD methods.

Grantee shall be responsible for coordination of its construction activities and use of the Easements and any Post Construction Work Space with any other, existing or future users and easement holders in or near the Easements. Grantee shall promptly restore any portion of the right-of-way damaged by Grantee to its condition prior to such damage. Grantee shall, if requested by Authority, test in the manner specified by Authority, all restoration work at Grantee's expense. Authority shall be promptly notified in writing of the results of all tests of any such restoration work.

4. Reservations and Exceptions. The Easements herein granted and authorization to utilize any Post Construction Work Space shall be subject to the terms and conditions of any and all

easements heretofore granted by Authority to other parties which is either of record in Nueces County, San Patricio County, referenced in a memorandum of easement recorded in Nueces or San Patricio County or physically evident on the property. The Authority reserves the right to grant easements and the right to grant the use Post Construction Work Space, upon, over, under and across the Easements, and to grant other rights of use, leases and easements above, below and on the surface of the Easements, provided that such grants shall not materially interfere with the rights granted herein.

5. **Indemnity. Except for liabilities caused by the sole negligence, gross negligence or willful misconduct of the Authority, its commissioners, officers, directors, managers, employees, and agents, Grantee shall defend, indemnify and hold harmless Authority, its commissioners, officers, directors, managers, employees, and agents (for the purposes of this Section, the "*Indemnified Parties*") from and against, and Grantee shall be responsible for, any and all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys', 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) which may be brought or instituted or asserted against the Indemnified Parties based on or arising out of or resulting from (i) the failure on the part of the Grantee, its agents, employees, contractors, subcontractors or licensees (collectively, "*Grantee Parties*") to comply with the provisions of any laws or regulations applicable to the Pipeline or the Pipeline Facilities, (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 arising from or in any manner connected with the acts, conduct, or negligence of the Grantee Parties in the design, construction, operation, maintenance, repair, removal, or replacement of the Pipeline or the Pipeline Facilities, (iii) the failure on the part of any of the Grantee Parties to comply with the provisions of any laws or regulations applicable to the Easements, Post Construction Work Space, the Pipeline or the Pipeline Facilities, or (iv) the condition, use, malfunction, defect, or explosion of the Pipeline or any of the Pipeline Facilities (collectively "*Indemnified Claims*"), EVEN IF THE INDEMNIFIED CLAIM ARISES OUT OF OR RESULTS FROM THE JOINT, CONCURRENT, OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNIFIED PARTIES. The Grantee's indemnity obligations under this Agreement shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Grantee to any employee of Grantee under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.**

Notwithstanding anything to the contrary stated elsewhere herein, Authority and Grantee understand and agree that, in no event, shall either Authority or Grantee be liable for special, exemplary, consequential or other indirect damages to the other, and all such damages are hereby waived to the extent permitted by law.

6. Insurance. Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees *at* all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum

amounts and comply with the other requirements set forth in Exhibit "C" attached hereto and incorporated herein by reference.

7. Assignment. The rights herein granted may not be assigned without the prior written consent of the Authority, which consent will not be unreasonably withheld, conditioned or delayed. Authority hereby consents, in advance, to the assignment of this Agreement to any corporation or other entity which is an affiliate of, and controlled by, Grantee. An affiliate, as used herein, is a person or entity which is controlled by or the controlling interest of which is owned by the same persons or entities controlling Grantee. Notwithstanding the foregoing, Authority in Authority's absolute sole discretion may elect withhold consent to any partial assignment of Grantee's rights under this Agreement. In the event of an assignment or partial assignment of the Easement, any liability of Assignor or Assignee, to Authority under the terms of this Agreement shall be joint and several. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment by Grantee shall not relieve Grantee from liability for the performance of the covenants and indemnities hereof. Grantee agrees to promptly provide Authority with a copy of all assignments authorized by this Section.

8. Termination. This Agreement and all rights to use and occupy the Easement shall terminate if the Pipeline(s) ceases to be used for the transmission of **Authorized Pipeline Products**, collectively, for a period of forty-eight (48) months period during the term of this Agreement or if Grantee shall at any time expressly abandon this Easement for the use of the same for the purposes herein granted. This Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate upon breach by Grantee of any of the conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after Grantee's receipt of written notice from the Authority so to do. Grantee agrees it will within ninety (90) days after the termination of this Agreement remove the Pipeline Facilities existing in the Easement and restore the land in the Easement and in any Post Construction Workspace utilized to remove the Pipeline Facilities to substantially the same condition in which same existed prior to the existence of the Pipeline Facilities. In the event Grantee fails to remove the Pipeline Facilities within the above-described time period, Authority may either declare the termination of Grantee's interest in the Pipeline Facilities and all of Grantee's interest therein shall thereupon terminate, or the Authority may cause the Pipeline Facilities, or any part thereof, to be removed and disposed of, and the lands of the Authority restored, all at the cost of Grantee. In the event of a breach of the requirements of Section 10 ("Compliance with Authority Security Requirements"), this Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate in the event Grantee fails to remedy the same within ten (10) days after Grantee's receipt of written notice from the Authority of such breach.

9. Relocation. The Authority may require Grantee to remove, lower or relocate the Pipeline Facilities situated in the aforesaid Easement in the event the same materially interferes with or will materially interfere with: (1) the development of Authority's lands; (2) any facility, facility modification, or proposed facility of Authority, Authority Lessee or Authority Franchisee; (3) any road or proposed road; or (4) any operation or proposed operation of Authority, Authority Lessee or Authority Franchisee. The Authority may also require Grantee to remove, lower or relocate the Pipeline Facilities situated in the aforesaid Easement in the event the same materially interferes with

or will materially interfere with any navigable channel, railroad or proposed railroad under which the Pipeline passes. In the event Authority requires Grantee to remove, lower or relocate pursuant to the provisions of this Section, the cost of such removal, lowering or relocation shall be paid solely by Grantee, and in such event, Authority will use its best efforts to provide Grantee with an alternate Easement route on Authority's land at no additional cost to Grantee; provided, however, Authority shall not be required to provide the alternate easement route.

10. Compliance with Authority Security Requirements. Grantee, its employees, agents, representatives and subcontractors shall at all times comply with all Authority mandated security requirements and regulations pertaining to the Easements and any Post Construction Work Space locations or access thereto, regardless of whether now existing or hereinafter imposed, pursuant to Authority's Tariffs (the "Security Measures"). Failure to comply with Authority's Security Measures will be grounds for terminating this Agreement as described in Section 8 above. Authority's Security Measures applicable to the Easement and right of way can be ascertained by contacting the Authority's Police Department.

11. Notice. Until notified in writing of a different address, all notices, demands, or requests must be sent to Grantor and Grantee as follows. Notices will be deemed received 3 days after being mailed if sent by U.S. mail, postage paid, certified mail to the addresses below:

Authority:

PORT OF CORPUS CHRISTI AUTHORITY
Attn: Chief Executive Officer
P. O. Box 1541
Corpus Christi, Texas 78403

Grantee:

MAVERICK TERMINALS CORPUS, LLC
Attn.: General Counsel
16211 La Cantera Parkway, Suite 202
San Antonio, Texas 78256
Fax: (210) 812-5702

12. Easement Maintenance and Litter. Grantee will maintain the Easements, Post Construction Work Space, and Pipeline Facilities in excellent repair and with a neat appearance, clean of all litter and trash including construction debris caused by Grantee (i.e., welding rods, grinding wheels, tools, metal pieces, pipe coating materials, rags, cans, bags, paper, plastic, boards, blocks, pallets, skids, etc.) during periods of construction, operation, maintenance, repair or removal of the Pipeline Facilities. Grantee shall require Grantee's employees, agents, representatives, contractors, and sub-contractors to pick up said construction debris daily. All construction debris shall be cleaned up and removed from Authority's lands prior to the termination of any construction period.

13. Limitation on Easement Use. Grantee specifically agrees that Grantee, its successors, assigns, and its related companies shall not use any portion of the Easements or portion of any Post Construction Work Space for any other purpose than the construction, operation and maintenance of the Pipeline Facilities. The Grantee will not grant, participate with, or initiate any contract with any third party to place any other use or operation within the Easement other than the Pipeline Facilities described in this Agreement. This Agreement is made regardless of any past or future statutory authority by any governmental agency allowing additional usage within the Easement. Grantee disclaims any authority from any statutory rule or regulation that allows such additional usage and shall be bound by this Agreement.

14. Mowing. Grantee shall mow the Easement in a normal and customary fashion consistent with industry standards, a minimum of once a year. However, Authority may suspend said mowing activities by notifying Grantee of Authority's election to suspend such mowing activities. If suspended, Authority may elect for Grantee to resume the mowing schedule by so notifying Grantee.

15. Brush and Tree Disposal. All trees and brush cut shall be removed from the Easements and disposed of in a lawful manner. Alternatively, Authority's may, in its sole and absolute discretion, elect to have all trees and brush mulched and spread evenly across the Easements and/or any Post Construction Work Space.

16. No General Warranty of Title. It is hereby agreed that no general warranty of title, expressed or implied, including but not limited to the implied covenants set forth in section 5.023 of the Texas Property Code, is made by Authority by the execution of this instrument. **GRANTEE HEREBY ACKNOWLEDGES THAT IT HAS INDEPENDENTLY INVESTIGATED THE TITLE TO, AND SURFACE ROUTE OF, THE EASEMENT AND ACCEPTS SAME AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY CONCERNING FITNESS OR SUITABILITY FOR GRANTEE'S INTENDED USE THEREOF).**

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument.

The execution of this Agreement shall be conclusive of the agreement of Grantee to all of the terms and conditions hereof, whereupon this easement and all of its provisions shall extend to and be binding upon the legal representatives, successors and assigns of Grantee and Authority, respectively.

[*Signature Page Immediately Follows*]

WITNESS this _____ day of February, 2018.

Authority:

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By:_____
SEAN C. STRAWBRIDGE
Chief Executive Officer

Grantee:

MAVERICK TERMINALS CORPUS, LLC
a Delaware limited liability company

By: Maverick Terminals, LLC, its sole member

By: Howard Midstream Energy Partners, LLC, its sole member

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on this _____ day of _____, 201__, by Sean C. Strawbridge as Chief Executive Officer of PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, a navigation district and political subdivision of the State of Texas, on behalf of said navigational district.

_____
Notary Public, State of Texas

My commission expires: _____

_____
Print or Type Name of Notary

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 201__, by _____, the _____ of Howard Midstream Energy Partners, LLC, sole member of Maverick Terminals, LLC, sole member of Maverick Terminals Corpus, LLC, a Delaware limited liability company on behalf of such Maverick Terminals Corpus, LLC.

_____
Notary Public, State of Texas

My commission expires: _____

_____
Print or Type Name of Notary

AFTER RECORDING RETURN TO:

Maverick Terminals Corpus, LLC
Attn.: General Counsel
16211 La Cantera Parkway, Suite 202
San Antonio, Texas 78256

Job No. 43187.B8.01
January 25, 2018
Revised: February 14, 2018

Exhibit A

0.010 Acre
Maverick Corpus Refined Terminal
Surface Site Easement

STATE OF TEXAS
COUNTY OF NUECES

Fieldnotes, for a 0.010 Acre (431 Sq. Ft), Maverick Corpus Refined Terminal Surface Site Easement, situated in Survey No. 746A, State of Texas Submerged Land Tracts of Nueces Bay, being out of Survey No. 939, A-2677, Nueces County Navigation District No.1, as recorded in Book 3, Pages 257-260 at the Nueces County Surveyor's Office, and filed as Patent No. 84, Vol. No. 47-A, File No. Refugio Script 1922, in the Records of the General Land Office of the State of Texas; also recorded in Volume 192, Page 579, Deed Records of Nueces County, Texas; said 0.010 Acre Tract, being more fully described by metes and bounds as follows:

Beginning, at a Point *[Northing:17188055.74', Easting:1321604.67']* for the East corner of this Easement, from **Whence**, a NGS Monument "Nikolaus" Found *[Northing:17188397.58', Easting:1322390.44']*, bears North 66°29'20" East, 856.91 Feet, also from **Whence** a Brass Monument "PCCA CCTA 1992" *[Northing:17190273.70', Easting:1324574.58']* Found, bears North 53°14'50" East, 3,706.72 Feet;

Thence, over and across the said Survey No. 746A, Survey No. 939 A-2677, and with the boundary of this Easement as follows;

Thence, South 65°30'49" West, 43.00 feet, to the South corner of this Easement;

Thence, North 24°30'51" West, 10.05 feet, to the West corner of this Easement;

Thence, North 65°35'16" East, 43.01 feet, to the North corner of this Easement;

Thence, South 24°24'44" East, 10.00 feet, to the **Point of Beginning,** containing 0.010 Acre (431 Sq. Ft) of Land, more or less.

Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying sketch of Tract described herein.

URBAN ENGINEERING
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
James D. Carr, R.P.L.S.
License No. 6458

OFFICE: (361)854-3101 2725 SWANTNER DR. ● CORPUS CHRISTI, TEXAS 78404 FAX (361)854-6001
www.urbaneng.com
TBPE Firm # 145 ● TBPLS Firm # 10032400

Job No. 43187.B8.01
January 25, 2018
Revised: February 14, 2018

Exhibit A

0.126 Acre
Maverick Corpus Refined Terminal
Pipeline Easement

STATE OF TEXAS
COUNTY OF NUECES

Fieldnotes, for a 0.126 Acre (5,480 Sq. Ft), Maverick Corpus Refined Terminal Pipeline Easement, situated in Survey No. 746A, State of Texas Submerged Land Tracts of Nueces Bay, being out of Survey No. 939, A-2677, Nueces County Navigation District No.1, as recorded in Book 3, Pages 257-260 at the Nueces County Surveyor's Office, and filed as Patent No. 84, Vol. No. 47-A, File No. Refugio Script 1922, in the Records of the General Land Office of the State of Texas; also recorded in Volume 192, Page 579, Deed Records of Nueces County, Texas; said 0.126 Acre Tract, being more fully described by metes and bounds as follows:

Beginning, at an inner ell corner of a 40.79 Acre Lease Tract between Port of Corpus Christi Authority, as Lessor, and Maverick Terminal Corpus, LLC, as Lessee, referenced as Maverick Terminals Corpus Tract; said 40.79 Acre Lease being situated in Survey No. 706 and 706A, State of Texas Submerged Land Tracts of Nueces Bay, being out of Survey No. 939, A-2677, Nueces County Navigation District No.1, as recorded in Book 3, Pages 257-260 at the Nueces County Surveyor's Office, and filed as Patent No. 84, Vol. No. 47-A, File No. Refugio Script 1922, in the Records of the General Land Office of the State of Texas; said Survey No. 939, also recorded in Volume 192, Page 579, Deed Records of Nueces County, Texas, said 40.79 Acre Lease tract, also being out of Survey No. 980, A-2682, Nueces County Navigation District No.1 as recorded in Book 3, Pages 364-366 at the Nueces County Surveyor's Office, and filed as Patent No. 381, Vol. No. 7-B, File No. Refugio Script 1925, in the Records of the General Land Office of the State of Texas; for the **Point of Beginning** *[Northing:17188414.465', Easting:1322291.922']* and the East corner of this Tract, **from whence** a NGS Monument "Nikolaus" Found *[Northing:17188397.58', Easting:1322390.44']*, bears South 80°16'32" East, 99.96 Feet;

Thence, over and across the said Survey No. 746A, Survey No. 939 A-2677, and with the boundary of this Easement as follows;

- South 63°32'14" West, 444.72 Feet;
- South 18°32'14" West, 18.40 Feet;
- South 62°50'46" West, 214.16 Feet;
- South 65°35'16" West, 94.03 Feet;
- South 47°26'59" West, 9.63 Feet, for the South corner of this Easement;
- North 24°24'44" West, 10.00 Feet, for the West corner of this Easement;
- North 65°35'16" East, 103.18 Feet;

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- North 62°50'41" East, 210.98 Feet;
- North 18°32'14" East, 18.45 Feet;
- North 63°32'14" East, 448.89 Feet, to the common boundary line of the said 40.79 Acre Lease Tract, and for the North corner of this Easement, **from whence** a Brass Monument "PCCA CCTA 1992" *[Northing:17190273.70', Easting:1324574.58']* Found, bears North 50°57'53" East, 2,941.26 Feet

Thence, South 16°11'06" East, with the said common boundary line, 7.11 Feet, to the **Point of Beginning,** containing 0.126 Acre (5,480 Sq. Ft) of Land, more or less.

Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying sketch of Tract described herein.

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Preliminary, this document shall not
be recorded for any purpose and shall not
be used or viewed or relied upon as a final survey document.
James D. Carr, R.P.L.S.
License No. 6458

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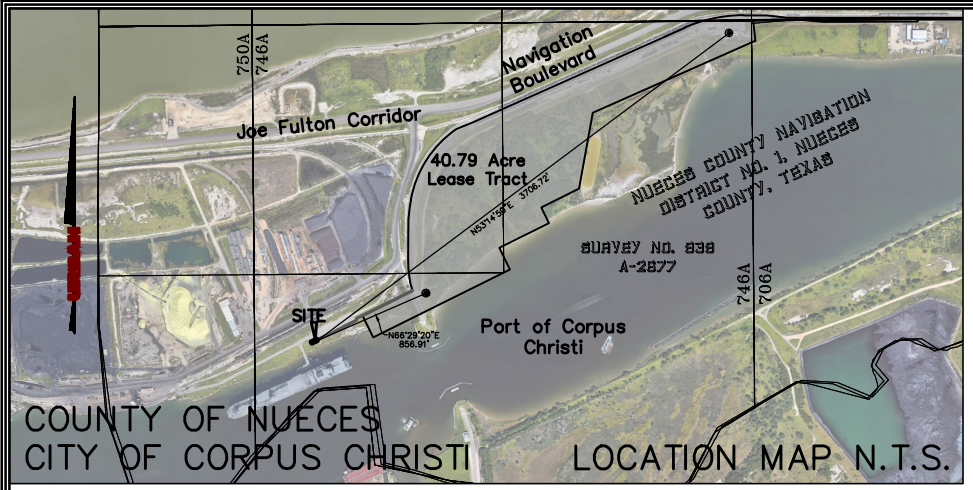

NUECES COUNTY NAVIGATION DISTRICT NO. 1, NUECES COUNTY, TEXAS

SURVEY NO. 939 A-2677

Bross Monument "PCCA CCTA 1992" Found N:17190273.70' E:1324574.58'

Maverick Corpus Refined Terminal Pipeline Easement 0.126 Acre (5,480 Sq. Ft.)

S24°21'08"E 23.02'

N53°14'50"E 3706.72'

Boundary line of 40.79 Acre Lease

S63°32'14"W 237.38'

Maverick Terminals Corpus 40.79 Acre Lease Tract

NGS Monument "Nikolaus" Found N:17188397.58' E:1322390.44'

N66°29'20"E 856.91'

A Southwest corner of 40.79 Acre Lease

Temporary Workspace 0.73 Acre (31,610 Sq. Ft.)

S10°04'49"W 46.64'

S63°16'48"W 136.14'

N26°43'12"W 29.99'

S18°32'14"W 30.60'

S62°50'49"W 231.41'

S47°26'59"W 9.60'

S65°35'16"W 88.60'

N24°29'14"W 39.98'

S65°30'49"W 49.35'

Point of Beginning (Centerline Surface Site Easement) N:17188060.29' E:1321602.60'

Proposed Centerline Surface Site Pipeline Footage: 43.00 FT/2.91 RODS

Point of Terminus (Centerline Surface Site Easement) N:17188042.47' E:1321563.47'

Maverick Corpus Refined Terminal Surface Site Easement 0.010 Acre (431 Sq. Ft.)

Point of Beginning (Pipeline Easement) N:17188055.74' E:1321604.67'

LINE	BEARING	DISTANCE
L1	N63°32'14"E	444.72'
L2	N18°32'14"E	18.40'
L3	N62°50'49"E	214.16'
L4	S65°35'16"W	94.03'
L5	N47°26'59"E	9.63'
L6	N65°30'49"E	43.00'
L7	N24°30'51"W	10.05'
L8	N65°35'16"E	43.01'
L9	N24°24'44"W	10.00'

90' 60' 30' 0' 60' 120'

GRAPHIC SCALE 1"=60'

Exhibit B

Sketch to Accompany

FIELDNOTES for a 0.010 Acre (431 Sq. Ft), Maverick Corpus Refined Terminal Surface Site Easement, situated in Survey No. 746A, State of Texas Submerged Land Tracts of Nueces Bay, being out of Survey No. 939, A-2677, Nueces County Navigation District No.1, as recorded in Book 3, Pages 257-260 at the Nueces County Surveyor's Office, and filed as Patent No. 84, Vol. No. 47-A, File No. Refugio Script 1922, in the Records of the General Land Office of the State of Texas; also recorded in Volume 192, Page 579, Deed Records of Nueces County, Texas.

Preliminary

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REV: Feb. 14, 2018
DATE: Jan. 24, 2018
SCALE: 1"=60'
JOB NO.: 43187.B8.01
SHEET: 1 of 1
DRAWN BY: RLG

urbansurvey1@urbaneng.com
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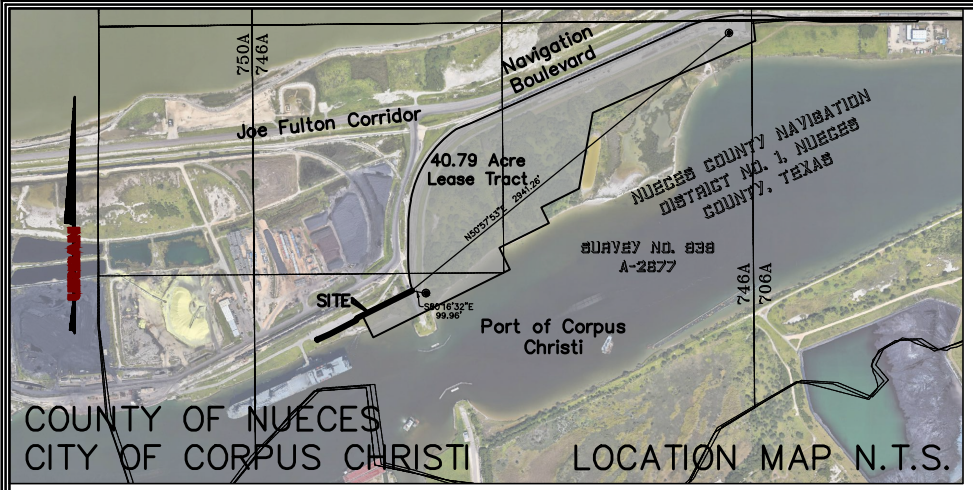

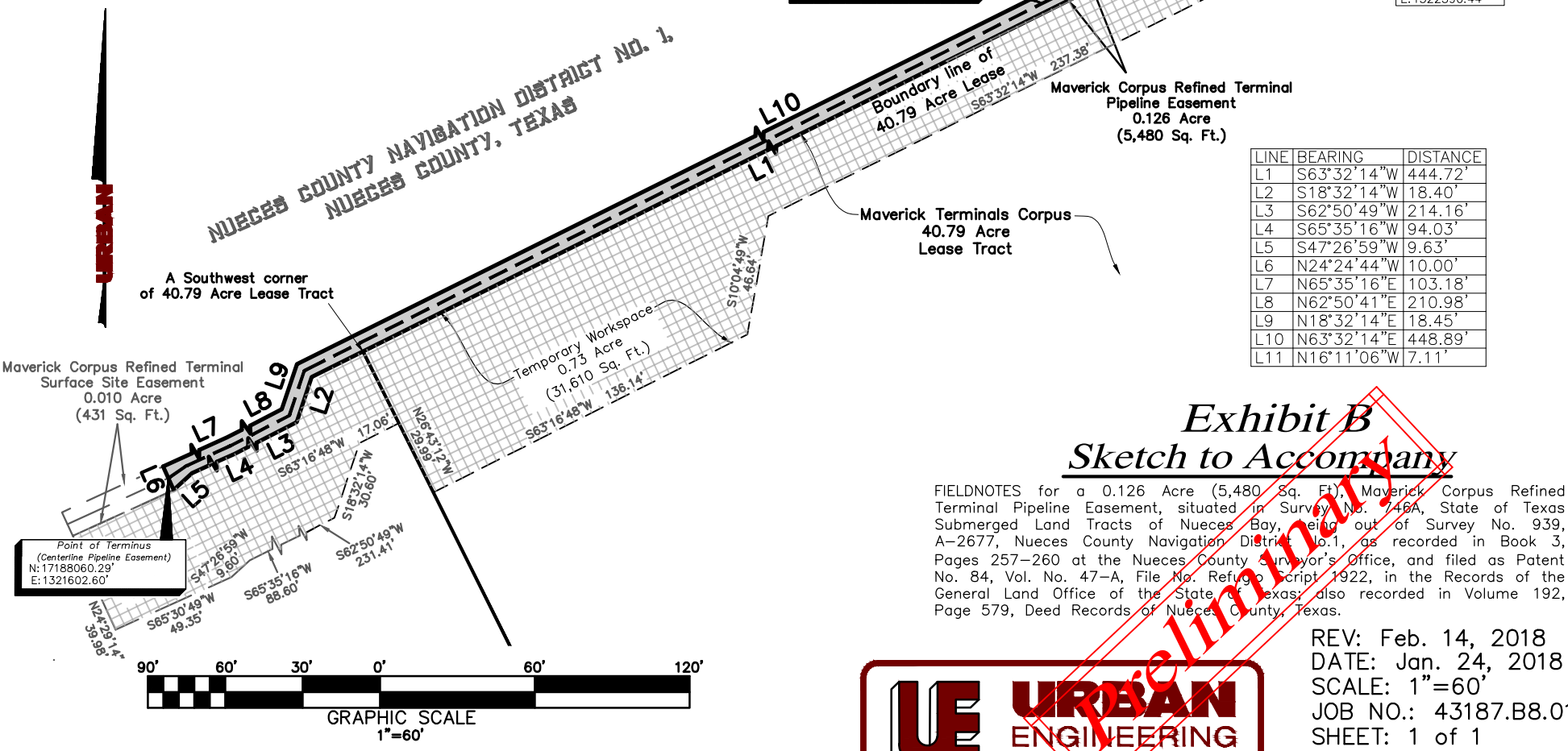

LINE	BEARING	DISTANCE
L1	S63°32'14"W	444.72'
L2	S18°32'14"W	18.40'
L3	S62°50'49"W	214.16'
L4	S65°35'16"W	94.03'
L5	S47°26'59"W	9.63'
L6	N24°24'44"W	10.00'
L7	N65°35'16"E	103.18'
L8	N62°50'41"E	210.98'
L9	N18°32'14"E	18.45'
L10	N63°32'14"E	448.89'
L11	N16°11'06"W	7.11'

Exhibit B

Sketch to Accompany

FIELDNOTES for a 0.126 Acre (5,480 Sq. Ft.), Maverick Corpus Refined Terminal Pipeline Easement, situated in Survey No. 746A, State of Texas Submerged Land Tracts of Nueces Bay, being out of Survey No. 939, A-2677, Nueces County Navigation District No.1, as recorded in Book 3, Pages 257-260 at the Nueces County Surveyor's Office, and filed as Patent No. 84, Vol. No. 47-A, File No. Refugio Script 1922, in the Records of the General Land Office of the State of Texas; also recorded in Volume 192, Page 579, Deed Records of Nueces County, Texas.

Preliminary

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Exhibit "C"
(Insurance)

Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees a*t* all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts and comply with the other requirements set forth below:

(a) Property Insurance. Special form ("all risk") property insurance with no exclusions, except the standard printed exclusions, at Full Replacement Cost (hereinafter defined), covering Grantee's Property. Coverage shall include, without limitation, the following: primary and excess flood, windstorm, named storm, earthquake, and debris removal, subject to customary sub-limits. The term "Full Replacement Cost" shall mean the actual replacement cost of Grantee's Property, including the cost of demolition and debris removal and without deduction for depreciation.

(b) For all its employees engaged in performing work, Workers' Compensation coverage as required by the Texas Workers' Compensation Code, and Employer's Liability insurance with limits of at least $1,000,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.

(c) Commercial General Liability (CGL) coverage with policy limits of at least $1,000,000.00 per occurrence and $2,000,000 general aggregate for operations and activities on the Easements and on any Post Construction Work Space and completed operations.

(c) Business Auto Liability coverage for all owned, hired, and non-owned vehicles, with a policy limit of $1,000,000 (Combined Single Limit.)

(d) Umbrella liability coverage limits of not less than $5,000,000.00 over and above the underlying primary coverage limits stated in subsections (a), (b) and (c) of this Section.

(e) Pollution Legal Liability including cleanup and defense costs for premises and operations including pollution of any body of water with limits of not less than $5,000,000.00 per occurrence.

*(f) Railroad Protective Liability Insurance with limits of not less than $1,000,000 per Occurrence and Aggregate limits not less than $2,000,000. Railroad Protective Liability is required unless the Commercial General Liability Policy contains an endorsement which deletes the exclusion within 50 feet of rail. ***Required if work is being conducted within 50 ft. of rail.*

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by Authority to an amount which is commercially reasonable at the time.

Authority shall be furnished, to the attention of Authority's Real Estate Manager, prior to the commencement of any work by Grantee on the Easements or on any Post Construction Work Space,

as proof of the insurance required of Grantee a certificate or certificates of insurance (and the endorsements required in this Section shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be acceptable, in their form and content, to Authority. Each of the Policies will be endorsed to (i) (except for Workers' Compensation and Employee's Liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents as an additional insured (ii) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice to Authority, Attention: Real Estate Manager, and (iii) provide that notwithstanding any language in any policy of insurance held by Authority ("Authority Insurance") to the effect that the Authority Insurance is primary, the policy or policies held by Grantee are primary coverage and the Authority Insurance is non-contributory so that Authority Insurance will not share with the Policies.

Grantee shall deliver to Authority certificates of insurance at least thirty (30) days prior to the expiration date of each of the Policies. The deductible or self-insured retention for each of the Policies must be stated in the certificate of insurance provided to Authority if either exceeds $50,000.00; and, in such event, Authority may decline to approve this Agreement. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A: VI.

Waiver of Subrogation. Grantee agrees that all insurance policies required herein shall include full Waivers of Subrogation in favor of Authority. Grantee agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of this Agreement written notice of the terms of the waiver set forth in this Exhibit, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Grantee 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.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Lynn Angerstein
lynn@pocca.com
(361) 885-6142

Approve the Purchase of Compact Excavator from H&V Equipment Services Using Government Pricing From the State of Texas Buy Board Cooperative Program

SUMMARY: Staff requests approval to purchase a 2017 Doosan DX85R-3 Compact Excavator with attachments at a cost of $135,363.20 from H&V Equipment Services. Staff approached multiple vendors and received quotes from a total of three vendors.

BACKGROUND: In order to maintain a dependable and operational fleet of equipment, the 2018 Budget included $162,600 for the purchase of a Compact Excavator with attachments. Staff utilized one of the state-approved purchasing programs known as the Buy Board Cooperative Purchasing Program (Buy Board) to obtain quotes for the Excavator. The Buy Board purchasing alliance was created to serve public schools, municipalities, county government, and all types of local governmental agencies by combining the purchasing power of membership to achieve better pricing. Through a competitive solicitation and selection process, suppliers are awarded master agreements for goods, products and services. These master agreements are then made available to participating public agencies and are conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practice. Purchases through these alliances eliminate the open bid requirement because the competitive procurement process has been completed with the award of the master agreement. Buy Board purchases also include a 2% cash rebate on purchases paid annually to PCCA. The PCCA's General Purchasing Guidelines allow for the purchase of cars, trucks, boats and other major mobile equipment directly from state or federally approved purchasing programs with Port Commission approval. The PCCA has been a member of Buy Board since 2012.

ALTERNATIVES: Competitive Bids

CONFORMITY TO PORT POLICY: PCCA Strategic Goal #4C – Establish centralized purchasing. By gathering data to analyze normal end of life cycle or performance issues, the PCCA is positioned to efficiently and economically prepare for replacement of mobile equipment.

EMERGENCY: No.

FINANCIAL IMPACT: $135,363.20 Approved Budget Item

STAFF RECOMMENDATION: Staff recommends that a purchase contract be awarded to H & V Equipment Services in the amount of $135,363.20 for purchase of a 2017 Doosan DX85R-3 Compact Excavator with attachments.

DEPARTMENTAL CLEARANCES:

Originating Department	Procurement
Reviewed & Approved	David Villarreal
Legal	Dane Bruun
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries
	Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Pricing Tabulation of received quotes.

Manf.	Model	Engine	Gross HP	Net HP	Max Digging Depth		Warranty Info
Kubota	KX080-4SR3A	V3307 4cy	66.6	62.3	15'1"	$ 97,516.21	
	K7427	24" Quick Attach Trenching Bucket					
	K7429	36" Quick Attach Trenching Bucket					
	K7405	Hydraulic Thumb Kit					
	K7494-KX080-4S	Additional Weight Kit					
	K7449	Brush Guard Kit					
	K7491-KX080-4S	Travel Alarm Kit					
	K9943A	Retractable 3" Seat Belt Kit					
	Bradco	MM36E	Mulcher			$ 17,400.00	
	Bradco	FME40	40" Flail Mower			$ 10,330.00	
	Bradco	FME30	30" Flail Mower			$ 9,013.00	
	Paladin	SFB1500	Strike Force Breaker			$ 10,444.00	
						$144,703.21	
Holt CAT	308ECR SBX	C3.3B	66.6	65	14.2 "	$140,350.00	Standard: 24 month/2,000 hour total machine limited warranty
		76mm Retractable Seat Belt					Extended: 308-60mo/5,000 HR Powertrain+Hydraulics+Tech
	YD3-FJX6830BU	24" Bucket-HD				$ 2,118.00	
	HM210	40" Mulcher				$ 25,139.00	
	HMF210	40" Flail Mower				$ 13,264.00	
		48" Bucket-DC				$ 2,782.00	
	H95E S	Hammer				$ 29,356.00	
						$173,952.33	
Doosan	DX85R-3	Yanmar 4cy	59.4	58.6	15' 6"	$ 88,439.10	1yr/1500 Hour full machine + 3yr/5000 Hydraulic & Power Train
		24" Digging Bucket					
		60" Cleanout Bucket					
	Bradco FME	30" Mower Head				$ 10,024.56	
	Bradco FME	40" Mower Head				$ 10,934.40	
	Allied Rammer 52	Hammer				$ 8,489.46	
	Fecon	36" Mulching Head				$ 17,475.68	
						$135,363.20	

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: T.J. Gonzalez, Talent Development Manager
TJ@pocca.com
(361) 885-6682

Approve First Amendment to Consulting Services Contract with SMART Development for 2018

SUMMARY: Staff seeks Port Commission approval of First Amendment to Consulting Services Contract with Smart Development for 2018.

BACKGROUND: Peter McLees of SMART Development was introduced to the PCCA in September, 2016, to introduce and elevate collaborative, team building and overall leadership effectiveness on an organizational level. The positive impact of this experience has led to the desire to expand into additional levels of PCCA staff. A Consulting Services Contract was approved by the Commission July 18, 2017, for the period February 1, 2017, through December 31, 2017. Staff wishes to continue the leadership development in 2018. In order to maintain a progressive coaching schedule, a Consulting Services Contract was executed for January through March 2018 at a cost not to exceed $15,000 for services and approved reimbursable expenses.

ALTERNATIVES: Alternative program or discontinue development program

CONFORMITY TO PORT POLICY: Strategic Goal #6A – Implement Comprehensive Human Resources Strategy, Action #2b-3 Incorporate coaching, goal setting objectives for supervisors, Action #2c Promote Career Development and Action #2c-3 Create on-going training program.

EMERGENCY: No

FINANCIAL IMPACT: The fee proposal for 2018 services is $52,400 plus approved reimbursable expenses estimated at $7,500 for a total of $59,900 which includes the $15,000 January through March 2018 scope of work. The fee for 2017 services was $56,245.

STAFF RECOMMENDATION: Staff recommends approval of the amendment of consulting services contract with SMART Development for calendar year 2018.

DEPARTMENTAL CLEARANCES:

Originating Department	Human Resources
Reviewed & Approved	T.J. Gonzalez
	Sandra Terrell-Davis
Legal	Dane Bruun
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries
	Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

First Amendment to Consulting Services Contract

FIRST AMENDMENT TO CONSULTING SERVICES CONTRACT

This First Amendment to Consulting Services Contract (the ***"Amendment")*** is made effective as of February 20, 2018 ***("Amendment Date")*** by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution ***("Authority"),*** and Smart Development ***("Consultant").*** Authority and Consultant are sometimes individually referred to herein as a ***"Party"*** and collectively as the ***"Parties".***

WHEREAS, Authority and Consultant entered into a Consulting Services Contract dated January 22, 2018 (the ***"Contract"),*** under the terms of which the Consultant agreed to perform the services described in the Scope of Services attached to the Contract as **Exhibit A;** and

WHEREAS, Authority and Consultant have agreed (i) to increase the compensation payable to Consultant under the Agreement, and (ii) to extend the deadline for performing the Services;

NOW, THEREFORE, for a good and valuable consideration, the Parties hereby agree as follows:

A. **Section 2. PERIOD OF SERVICE** of the Contract is hereby amended by amending the first sentence of Section 2 to read as follows:

> **2. PERIOD OF SERVICE:** The Consultant shall complete the Services on or before December 31, 2018 (the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14.

B. **Section 7. COMPENSATION** of the Contract is hereby amended in its entirety to read as follows:

> **7. COMPENSATION:** The compensation to be paid Consultant for providing the Services shall be the compensation described in **Exhibit B-1**, which is incorporated herein by reference; provided however, the total paid to consultant for the services (including approved reimbursable expenses) shall not exceed Fifty-Nine Thousand Nine Hundred and No/100 Dollars ($59,900.00). Consultant will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

C. **Exhibit B** is deleted and replaced in its entirety with **Exhibit B-1** attached to this Amendment.

D. This Amendment shall be binding on the successors and assigns of the Parties.

E. Except as specifically amended hereby, all terms and conditions of the Contract 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 Contract, the terms and conditions of this Amendment shall control.

F. This Amendment maybe 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 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.

In Witness Whereof, the Parties have caused this Amendment to be executed by their duly authorized representatives effective for all purposes as of the 20th day of February, 2018.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
Sean Strawbridge, Chief Executive Officer

Date: _____

SMART DEVELOPMENT

By: Peter McLees
Peter Mclees, Principal

Date: 2.3.18

PCM

Exhibit B-1

FEE SCHEDULE

The Consultant will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on a fixed rate basis; provided, however, that the total fee for services (including approved reimbursable expenses) rendered under this Contract will not exceed Fifty Nine Thousand Nine Hundred and No/100 Dollars ($59,900.00), without Authority's written approval. Services provided by Consultant will be billed as specified in this Exhibit B-1. These fees will cover all of Consultant's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll, and copying charges. Consultant's fee for the Services are detailed in the following table:

Item	Description	Rate	Amount
Monthly Retainer	Performance consulting for the following projects and initiatives: • Creating a Coaching Culture in service of Performance Development • Cascade SEAPORT Values throughout the organization • Coaching labs • Norms Reset for the PCCA PD • Succession planning • Internal Communication Plan and roll out • Onboarding and Knowledge Transfer for Engineering Channel Development • Engagement surveys and focus groups • PCCA Leadership Academy • Other projects as needed	$1,850	$22,200
Leadership Development	***Best Practices Workshops In Support of the Performance Development Innovation [4 sessions]***	1,450/Day	$5,800
Employee Training Part 2	***MORE Keys to a Successful and Fulling Career*** [7 sessions]	$1,450/Day	$10,150
Coaching Sessions Rounds 3 & 4	10 weekly Skype coaching sessions for 7 managers at $750 per manager. **Two rounds**	$750	$10,500
Intensive Coaching	Onsite observation for a select number of the coaching participants and or teams from rounds 1 & 2 [5 days]	$750	$3,750
		Subtotal	$52,400
Travel expenses	Airfare, hotel, meals and ground transportation		$7,500
		TOTAL	$59,900

2.3.18

PCM

The Authority agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Contract. Authority will also reimburse the Consultant for Direct Costs incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to Authority from time to time, and such costs and expenses shall be billed to Authority at Consultant's actual cost.

Not later than the twentieth (20th) day of each calendar month, Consultant shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Contract during the prior calendar month. The invoices shall describe in detail the Services performed during the prior month and shall list the days and hours worked, approved, Direct Costs, milestone achievements, tasks performed or completed, and the Services performed during each day of the prior month. Authority shall review the invoices and notify Consultant in writing (including email) within twenty (20) days of any disputed amounts.

Should this Contract be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

PCM

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Sam Esquivel, Real Estate Services Manager
Sam@pocca.com
(361) 885-6140

Approve a Restated Pipeline Relocation Agreement by and between EOG Resources, Inc., Maverick Terminals Corpus, LLC and the Port of Corpus Christi Authority for the Relocation of an Existing EOG Pipeline Located on the Maverick Terminal Corpus, LLC Leased Premises, Nueces County, Texas.

SUMMARY: EOG Resources, Inc. representatives, in conjunction with Maverick Terminal Corpus, LLC are requesting restatement of the Pipeline Relocation Agreement for an alternate route to relocate an existing 8" flow line located on the Maverick Terminal Corpus, LLC (Maverick) 41-acre leased premises.

BACKGROUND: On January 16, 2018 Maverick, the Port of Corpus Christi Authority (PCCA), and EOG Resources, Inc.(EOG) entered into a Pipeline Relocation Agreement to relocate an existing EOG flow line encumbering the north and north westerly side of Maverick's leased premises to the North side of Joe Fulton International Corridor (JFITC) allowing for the development of the Maverick Site. To expedite the construction process and to reduce relocation cost PCCA staff have agreed to an alternate route on the Northern portion of the Maverick's leased premises. The new route will be located between rail Track 804 and rail Track A as depicted on the attached Memo Exhibit and Engineering drawing.

The New Pipeline will be buried so the top of the New Pipeline is at least a minimum depth of four and a half feet (4.5') below the bottom of rail for Track A. EOG and Maverick both agree to sleeve and adequately reinforce, construct and maintain any portions of existing or new pipeline, located under any rail crossings, in a good and workmanlike manner in full compliance with all applicable governmental and industry (railroad and pipeline) standards for construction and maintenance. EOG will purge, cut, cap and abandon the existing pipeline (Points C, D & A) in place in a good and workmanlike manner and in compliance with all applicable governmental and industry standards. Consequently, Maverick prior to completion of the initial construction of its Terminal Facilities, agrees, at its sole cost and expense, to pull up and dispose of the abandon pipeline (Points C, D & A) in a good and workmanlike manner and in compliance will all applicable governmental and industry standards for the removal and disposal of the existing pipeline.

ALTERNATIVES: None. The flow line hinders the development of the Maverick Terminal Site and needs to be relocated.

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs to provide surface infrastructure and services to support maritime and industrial development).

EMERGENCY: N/A

FINANCIAL IMPACT: None – No fees are assessed to relocate an existing flow line. Maverick has agreed to cover the relocation cost for EOG.

STAFF RECOMMENDATION: Staff recommends approval of the Restated Pipeline Relocation Agreement Agreement by and between EOG Resources, Inc., Maverick Terminals Corpus, LLC and the Port of Corpus Christi Authority

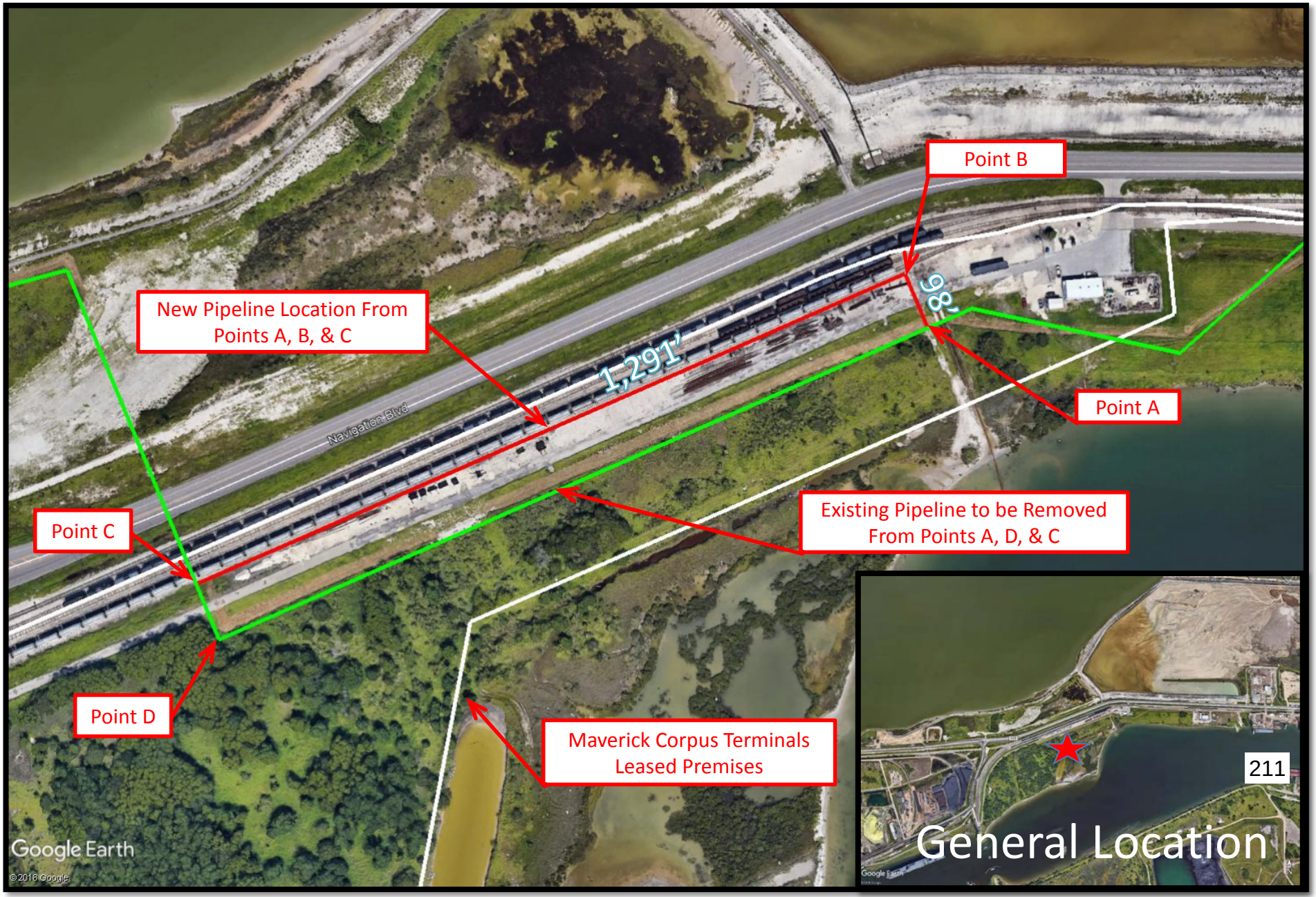
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel Kent Britton
Legal	Bruce Hawn
Senior Staff	John LaRue Sean Strawbridge Jarl Pedersen

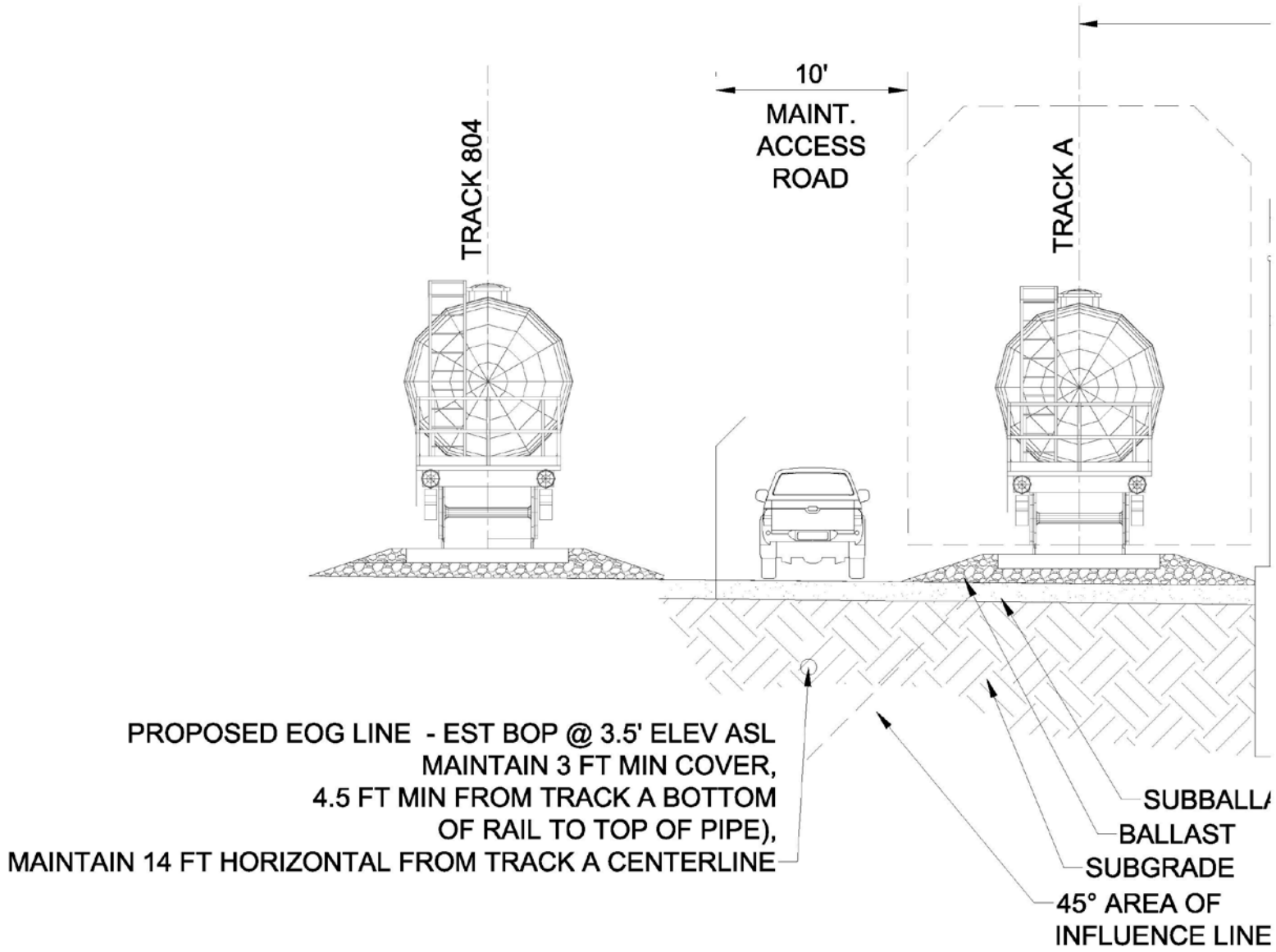
LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
EOG Pipeline Relocation Agreement

Approve a Restated Pipeline Relocation Agreement by and between EOG Resources, Inc., Maverick Terminals Corpus, LLC and the Port of Corpus Christi Authority for the Relocation of an Existing EOG Pipeline Located on the Maverick Terminal Corpus, LLC Leased Premises, Nueces County, Texas.



Approve a Restated Pipeline Relocation Agreement by and between EOG Resources, Inc., Maverick Terminals Corpus, LLC and the Port of Corpus Christi Authority for the Relocation of an Existing EOG Pipeline Located on the Maverick Terminal Corpus, LLC Leased Premises, Nueces County, Texas.



RESTATED PIPELINE RELOCATION AGREEMENT

WHEREAS, on January 16, Maverick Terminals Corpus, LLC ("**Maverick**"), EOG Resources, Inc. ("**EOG**") and the Port of Corpus Christi Authority of Nueces County, Texas ("**Authority**") entered into a Pipeline Relocation Agreement (the **"Prior Relocation Agreement**").

WHEREAS, Maverick, EOG, and Authority now desire to restate and replace the Prior Relocation Agreement in its entirety.

WHEREAS, on or about August 1, 2017 Maverick leased from Authority approximately forty-one (41) acres of land, more or less (the "**Leased Premises**"), for the purpose of operating and maintaining thereon an intermodal receiving and trans-loading facility capable of loading and unloading crude oil, condensate and other bulk petroleum products to and from various modes of transport. ("**Maverick Terminal Lease**").

WHEREAS, on or about June 6, 2007 Oil and Gas Lease No. M-107838 was conveyed to EOG by the State of Texas covering certain tracts of submerged and previously submerged land of Nueces Bay, Nueces County, Texas ("**EOG Lease**"). The EOG Lease is recorded under document number 2007031433 of the Official Public Records of Nueces County, Texas; and

WHEREAS, EOG pursuant to the terms of the EOG Lease installed a gathering pipeline ("**Pipeline**") which crosses the Maverick Terminal Lease. The term "Pipeline" as used herein means only that portion of the Pipeline located within the boundaries of the Leased Premises; and

WHEREAS, Maverick desires and EOG has agreed to relocate a portion of the Pipeline located on the Leased Premises. The segment of the existing Pipeline to be removed is represented by the green line between points A, D, & C as shown on Exhibit "A" attached hereto (the "**Existing Pipeline**"). The relocated segment of the Pipeline is represented by the red line between points A, B, & C as shown on Exhibit "A" (the "**New Pipeline**").

WHEREAS, Maverick and EOG have requested that the Authority consent to the removal of the Existing Pipeline and location of the New Pipeline.

NOW THEREFORE, in consideration of mutual covenants contained herein Maverick and EOG and Authority hereby restate and replace the Prior Relocation Agreement in its entirety; and agree as follows:

1. EOG hereby agrees to purge, cut, cap and abandon the Existing Pipeline in place in a good and workmanlike manner and in compliance with all applicable governmental and industry standards. Maverick thereafter, but prior to completion of the initial construction of its Terminal Facilities, agrees, at its sole cost and expense, to pull up and dispose of the Existing Pipeline in a good and workmanlike manner and in compliance will all applicable governmental and industry standards for the removal and disposal of the Existing Pipeline.

2. EOG agrees to construct and maintain the New Pipeline in a good and workmanlike manner and in full compliance with all applicable governmental and industry standards for construction and maintenance of the same. The New Pipeline will primarily be constructed between a railroad spur ("**Track A**") to be built by Maverick upon the Leased Premises and an existing railroad ("**Track 804**") located on the Leased Premises. The New Pipeline shall be buried such that the top of the New Pipeline is at least a minimum depth of four and a half feet (4.5') below the bottom of rail for Track A. In addition to EOG maintaining at least three feet (3') of cover over the New Pipeline, EOG agrees not to construct the New Pipeline within fourteen horizontal feet (14') of the centerline of Track A or Track 804.

3. EOG, acknowledges that Maverick will construct Track A and operate a railroad over that portion of the New Pipeline lying between points A and B. EOG accordingly agrees to sleeve and adequately reinforce, construct and maintain that portion of the New Pipeline, which will be under Track A, in a good and workmanlike manner in full compliance with all applicable governmental and industry (railroad and pipeline) standards for construction and maintenance of the same. The Track A railroad spur will be constructed over a portion of the Existing Pipeline that will remain in service. The section of Existing Pipeline that will be crossed by Track A is between points D & C. Maverick agrees to adequately reinforce and protect that portion of the Existing Pipeline, which will be under Track A, in a good and workmanlike manner in full compliance with all applicable governmental and industry (railroad and pipeline) standards for construction and maintenance of the same.

4. Prior to commencement of its activities to cut and cap the Existing Pipeline, EOG will furnish Authority with a detailed set of plans for the construction of the New Pipeline (the "Plans") for the Authority's approval, which approval shall not be unreasonably withheld nor unreasonably delayed. The Plans must be prepared in a standard engineering format and must be signed and sealed by a Professional Engineer registered in the State of Texas. The Plans for any Pipeline Facilities shall show the pipe grade, wall thickness and coating of the pipe to be constructed, and protective sleeving and shall depict the location and the depth of the New Pipeline to be installed on the Leased Premises. The Plans shall also depict any surface features, including but not limited to, drainage ditches, culverts, roads, railroads, fixtures, appurtenances, pipelines or containment levees near the Relocation Segment that may be affected by the construction activity during installation of the Relocation Segment. The Plans shall be submitted to the Director, who may require reasonable modifications to the Plans before approving them.

5. Maverick agrees to pay EOG all costs incurred by EOG: (i) to purge, cut, cap and abandon the Existing Pipeline; and (ii) to construct and install the New Pipeline.

6. In consideration of the covenants of Maverick and EOG set forth above, Authority hereby consents to the construction of the New Pipeline by EOG as set forth above; and to the removal of the Existing Pipeline by Maverick as set forth above.

7. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument.

[Signature Pages Immediately Follow]

EXECUTED, this the 14TH day of February 2018 ("**Effective Date**").

MAVERICK TERMINALS CORPUS, LLC
a Delaware limited liability company

By: Maverick Terminals, LLC, its sole member

By: Howard Midstream Energy Partners, LLC, its sole Member

By: Rodney Pullen
Name: Rodney Pullen
Title: V. P. Business Development

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 14TH day of February 2018, RODNEY PULLEN, VP OF BUSINESS DEV. of Howard Midstream Energy Partners, LLC as the sole member of Maverick Terminals, LLC as the sole member of and on behalf of Maverick Terminals Corpus, LLC, a Delaware limited liability company.

CHRISTOPHER FURLONG
My Notary ID # 126419874
Expires January 20, 2021

Christopher Furlong
Notary Public, State of Texas

EOG RESOURCES, INC.

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of Feburary 2018, by _____, _____ of EOG Resources, Inc., a Delaware Corporation on behalf of said corporation.

_____
Notary Public, State of Texas

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

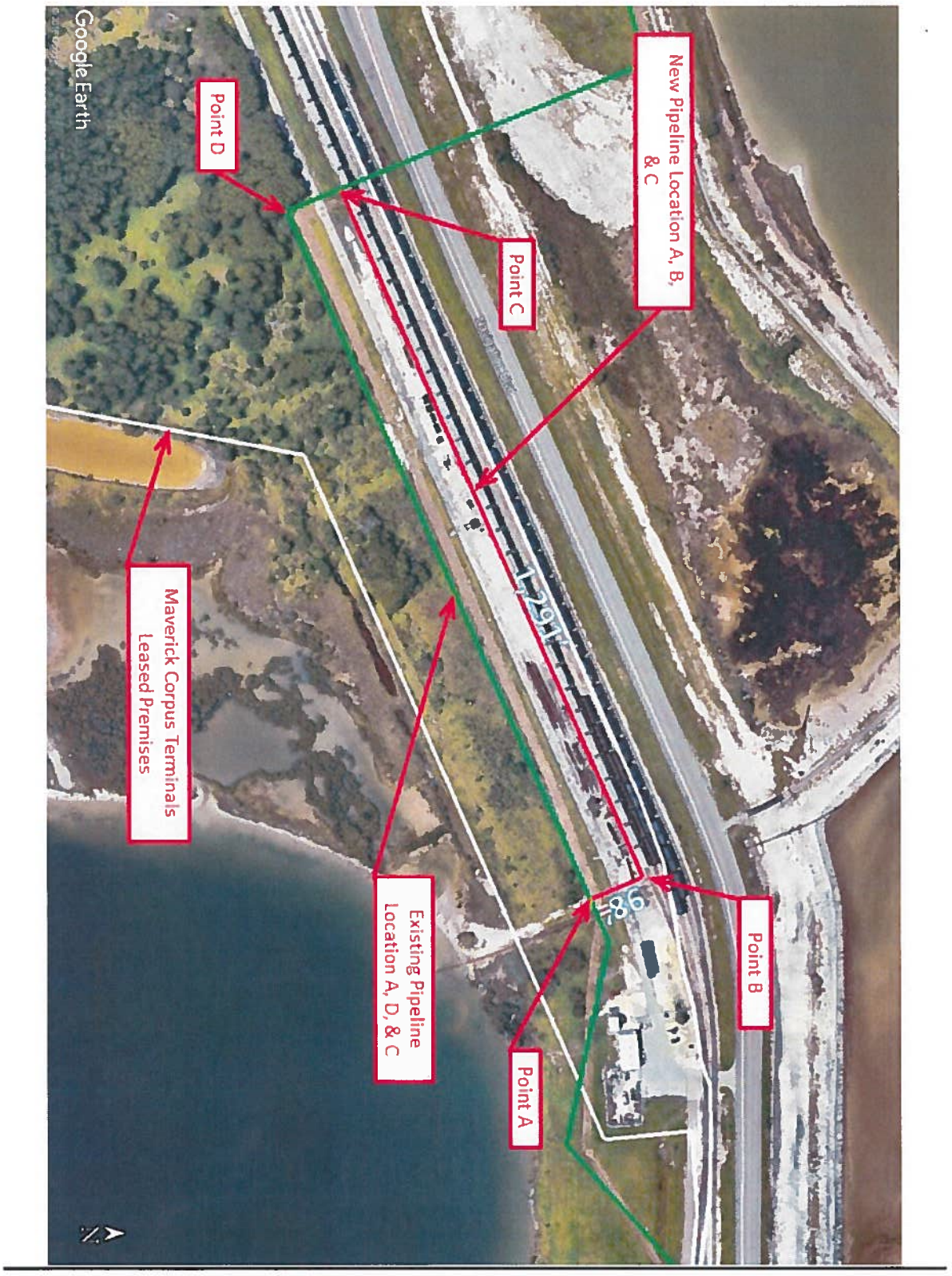
By: _____
Sean C. Strawbridge, Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of February 2018, by SEAN C. STRAWBRIDGE, Chief Executive Officer of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Authority.

_____
Notary Public, State of Texas

EXHIBIT A


Google Earth
Point D
Point C
New Pipeline Location A, B, & C
Maverick Corpus Terminals Leased Premises
Existing Pipeline Location A, D, & C
Point A
Point B
1,291'
86

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Tom Mylett
tom@pocca.com
(361) 885-6180

Approve Consulting Services Contract with Del Carmen Consulting, Inc.

SUMMARY: Staff recommends approval of a Consulting Services Contract with Del Carmen Consulting, Inc., for FY2018 services related to professional development of police officers.

BACKGROUND: For the past several years Dr. Del Carmen has provided services to the Port of Corpus Christi Police Department. His services have been specifically related to PCCA Police Department compliance with State of Texas statutes involving racial profiling, training, and racial profiling reporting. During FY2017, Dr. Del Carmen's services were expanded, through a separate agreement, to provide law enforcement leadership and supervision training, as well as conflict resolution training. He has worked together, and has aligned his efforts with those of PCCA consultant Peter McLees, M.S., SMART Development Inc., Organizational and Team Performance consultant. On February 5, 2018, the PCCA Security Committee was presented with information on the consultant's efforts and requested that the Security Committee approve this agreement for FY2018. The Security Committee approved that request.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project supports Strategic Goal 6, Implement Comprehensive Human Resources Strategy, and Strategic Goal 2, to provide facilities and services to meet customer needs.

EMERGENCY: No.

FINANCIAL IMPACT: Services for this FY2018 Agreement not to exceed $44,850.00

STAFF RECOMMENDATION: Staff recommends approval of the Consulting Services Contract with Del Carmen Consulting, Inc., for FY2018 services.

DEPARTMENTAL CLEARANCES:

Originating Department	Port Security
Reviewed & Approved	Tom Mylett, Director
Senior Staff	John LaRue, Executive Director Sean Strawbridge, Chief Executive Officer Dennis DeVries, Chief Financial Officer Dane Bruun, Counsel
Port Security Committee	

LIST OF SUPPORTING DOCUMENTS:

Exhibit - Consulting Services Contract

CONSULTING SERVICES CONTRACT

THIS CONTRACT (the "Contract") is made and entered into effective as of the 20th day of February, 2018 ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and Del Carmen Consulting, LLC ("Consultant"), each a "Party" and collectively as "Parties".

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. CONTRACT: Authority hereby engages the Consultant and the Consultant hereby accepts its engagement for the purpose of providing to Authority the consulting services ("Services") as are generally described in the "Scope of Services" set forth in Exhibit A to this Contract which is incorporated herein by reference.

2. PERIOD OF SERVICE: The Consultant shall complete the Services on or before December 31, 2018 (the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Consultant for performance of the Services until Authority provides the Consultant execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract ("Term") shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Consultant pursuant to Section 14.

3. COORDINATION OF SERVICES BY AUTHORITY: Authority shall designate a Project Representative who will, on behalf of Authority, coordinate with the Consultant and administer this Contract. It shall be the responsibility of the Consultant to coordinate all assignment-related activities with the Project Representative.

For the purposes of this Contract, the Project Representative shall be:

Tom Mylett
Director of Security
222 Power St.
Corpus Christi, TX 78401
361 885-6180
Tom@pocca.com

Authority may change the Project Representative at any time by giving the Consultant written notice of such change.

4. NOTICES: Notices, demands, requests or other formal communication related to the Contract shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

If to the Authority: Sean Strawbridge
Chief Executive Officer
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, Texas 78401
sstrawbridge@pocca.com

If to the Consultant: Dr. Alex del Carmen
Del Carmen Consulting, LLC
3122 Westwood Drive
Arlington, TX 76012
dcconsulting@sbcglobal.net

Either Party may change the mailing or E-mail address for notifications by providing written notice of such change to the other Party.

5. CHANGES: This Contract may be changed or modified at the request of either the Consultant or the Authority, provided both Parties agree to the requested change, and a written amendment or modification of this Contract is prepared and executed by the Parties.

6. CONSULTANT'S RESPONSIBILITIES: In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

6.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

6.2 The Consultant shall perform the Services with the professional skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional license;

6.3 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

6.4 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

6.5 In performing the Services, the Consultant will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the Authority, or bring onto the Authority's premises, or induce the Authority to use any third party's confidential or proprietary information;

6.6 The Consultant does not have the authority to act for the Authority, bind the Authority in any respect, or incur any debts or liabilities in the name of or on behalf of the Authority, except as otherwise expressly authorized in writing by the Authority;

6.7 Consultant is an independent contractor for the performance of his duties under this Contract. Accordingly, the Consultant shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Consultant's activities in accordance with this Contract. Consultant is responsible for payment of the compensation, including any withholding, Social Security, or other taxes on such compensation, of any subcontractors retained by Consultant, or Consultant's employees performing Services consistent with its status as an independent contractor and in compliance with all applicable laws and regulations;

6.8 Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

6.9 Consultant will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Consultant will not undertake to commit Authority to any course of action in relation to a third party unless expressly requested and authorized to do so by the Authority in writing.

6.10 As of the Effective Date and at all times while providing Services hereunder, the Consultant shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

7. COMPENSATION: The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Consultant for the Services shall not exceed Forty Four Thousand Eight Hundred Fifty Dollars ($44,850.00). Consultant will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

8. INVOICE PROCEDURE AND PAYMENT: Consultant shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also describe any work performed by subcontractors retained by Consultant and reimbursable costs. Consultant will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority's request, Consultant will provide additional backup such

as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by Authority.

9. INSURANCE: Consultant shall procure and maintain at its sole expense, for as long as Consultant is obligated to provide Services under this Contract, the policies of insurance described in Exhibit C attached hereto and in at least the minimum amounts specified in Exhibit C to protect Consultant from claims which may arise out of or result from Consultant's Services pursuant to this Contract, whether such operations be by Consultant, by any subcontractor of Consultant, by anyone directly or indirectly employed by Consultant or Consultant's subcontractor, or by anyone for whose acts Consultant or Consultant's subcontractor may be liable. At least five (5) days prior to execution of this Contract, Consultant will provide to Authority's Risk Program Manager certificates of insurance issued by each insurance company providing any of the required insurance coverage, and the text entered in each certificate must be acceptable to Authority. The requirement to provide acceptable certificates of insurance is a material condition of this Contract, and work under this Contract will not commence until certificates of insurance have been received, reviewed, and accepted by Authority. The minimum limits of liability and coverage for the insurance required are set forth in Exhibit C attached hereto, which is incorporated herein by reference.

10. INDEMNIFICATION AND RELEASE. Consultant hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the "Authority Parties") from liability for and assumes the risk of loss or damage to the property of Consultant and the injury or death of any person employed by Consultant. Consultant shall defend, indemnify and hold harmless 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 but only to the extent caused by the negligent acts, errors, or omissions of the Consultant, its employees, agents, or subconsultants, or others for whom the Consultant is legally liable, in the performance of Services under this Contract. The Consultant is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Consultant's indemnity obligations under this Section 10 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Consultant to any employee of Consultant under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligations of the Consultant under this Section 10 shall survive the end of the Term of the Contract.

11. LIMITATION OF LIABILITY: Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

12. DISCLOSURE OF INTERESTED PARTITES: Consultant will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed and notarized form to Authority at the time Consultant submits the signed contract to Authority. This provision will only apply to contracts approved by the Port of Corpus Christi Authority Port Commission.

13. ASSIGNMENT: Neither Authority nor Consultant will assign or transfer its interest in this Contract without the written consent of the other.

14. SUSPENSION OR TERMINATION: Authority may suspend or terminate this Contract for convenience with seven (7) days prior written notice to Consultant of such action. Upon termination of this Contract in accordance with this paragraph, Authority will have no further obligation to the Consultant hereunder except to pay the Consultant unpaid fees and expenses which the Consultant can reasonably show to have been earned under this Contract. **Under no circumstances may Consultant claim or recover consequential damages from Authority.**

In the event of suspension of Services, the Consultant shall resume the full performance of the Services when directed in writing to do so by Authority. Suspension of the Services for reasons other than the Consultant's negligence or failure to perform shall not affect the Consultant's compensation as provided for in this Contract. The schedule for performance of the Services shall be amended by a mutually agreed, written modification to this Contract to reflect the suspension.

Either Party may terminate this Contract by giving written notice to the other Party if the other Party ("Defaulting Party"): (a) materially breaches any term, condition or provision of this Contract and fails to cure the breach to the satisfaction of the notifying Party within ten (10) days after the Defaulting Party receives a written notice of the breach from the notifying Party, or (b) becomes the subject of any proceedings under state or federal law for the relief of debtors or otherwise becomes insolvent, or bankrupt, or makes any assignments for the benefit of one or more creditors.

15. DISPUTES: Each Party agrees that any dispute between the Parties relating to this Contract will first be submitted in writing to a panel of two senior executives of the Authority and Consultant, who shall promptly meet and confer in an effort to resolve such dispute through good faith consultation and negotiation. Each Party's executive shall be identified by notice to the other Party, and may be changed at any time thereafter also by notice to the other. Any decisions of the executives will be final and binding on the Parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either Party may then refer such dispute to mediation.

If the Parties refer to mediation any controversy or claim arising out of or relating to this Contract or the existence, validity, breach or termination thereof, whether during or after its term, they shall select a mutually acceptable mediator within forty-five (45) days thereafter. Neither Party shall unreasonably withhold consent to the selection of a mediator. The Parties shall share

equally the costs of mediation. If the Parties agree, they may substitute other forms of alternative dispute resolution. 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.

16. ATTORNEY'S FEES, DEFAULT: In the event Consultant or Authority breach any of the terms of this Contract and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay reasonable attorney's fees and costs incurred by the prevailing Party.

17. STAFFING: Consultant will designate in writing to Authority its project representative, and the manner in which it will provide staff support for the project, which must be approved by Authority. Consultant must notify Authority's Project Representative of any change in personnel assigned to perform work under this Contract, and the Authority's Project Representative has the right to reject the person or persons assigned to fill the position or positions. The Authority's Project Representative shall also have the right to require the removal of the Consultant's previously assigned personnel, including Consultant's project representative, provided sufficient cause for such removal exists. The criteria for requesting removal of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position's qualifications, failure to perform, poor attendance, ethics violation, unsafe work habits, or damage to Authority or other property. Upon notice for removal, Consultant shall replace such personnel with personnel substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the Authority, in writing, for approval.

18. OWNERSHIP OF WORK PRODUCT: Studies, plans, reports, surveys, drawings, specifications, computations and other information (collectively "Work Product") and documents prepared by the Consultant, subconsultants, and/or suppliers under this Contract will remain the Authority's property upon completion. This provision does not apply to pre-existing proprietary information of Consultant, subconsultants, and/or suppliers.

19. CONFIDENTIAL INFORMATION: It is understood that information developed by or communicated to Consultant in the performance of this Contract, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the Authority and constitutes confidential information of the Authority. Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Contract, except as approved in writing by the Authority's Project Representative or as otherwise required by law. In the event the Consultant becomes aware that confidential information must be disclosed under a legal requirement, Consultant will notify Authority of the requirement and the affected information.

20. FORCE MAJEURE: Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is delayed by any cause beyond the reasonable control of the affected Party. In the event of such a delay, the time for performance for the affected Party shall be extended for a period equal to the

time lost during the delay, or the Contract may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the Authority.

21. SEVERABILITY and WAIVER: If any part of this Contract is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Contract, and this Contract shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Contract. Further, the failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

22. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that venue of all claims and lawsuits arising out of this Contract shall lie in Nueces County, Texas.

23. OPEN RECORDS: The Authority is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the Authority is required to disclose to the public (upon request) this Contract and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Contract or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the Authority as required by the Texas Public Information Act or any other applicable law will not expose the Authority (or any party acting by, through or under the Authority) to any claim, liability or action by the Consultant.

24. NO ORGANIZATIONAL CONFLICT OF INTEREST: Consultant hereby certifies that it has no actual or potential Organizational Conflict of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to Authority or the Consultant's objectivity in performing the services under this Contract is or might otherwise be impaired. Consultant agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops during the term of this Contract. Consultant agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

25. DEFAMATION: The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

26. HEADINGS: All Section headings or other titles used in this Contract are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Contract.

27. ENTIRETY OF CONTRACT: This writing embodies the entire Contract and understanding between the Parties hereto, and there are no other contracts or understandings, oral or written, between them with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both Parties hereto.

[Signature page follows this page]

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

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Name: Sean Strawbridge
Title: Chief Executive Officer
Date: _____

"Authority"

DEL CARMEN CONSULTING, LLC

By: _____
Name: Dr. Alex del Carmen
Title: CEO
Date: 2/13/18

"Consultant"

EXHIBIT A

SCOPE OF SERVICES

The Consultant will perform the following services in accordance with the terms and conditions set forth in this Contract:

- Provide Coaching Services to the chief, command staff, and all frontline officers.

- Provide One (1) two-hour webinar per month for all officers upon execution of contract until December 31, 2018

- Provide One (1) two-hour webinar per month for all command staff members upon execution of contract until December 31, 2018

- Conduct Two (2) on-site visits during the duration of this contract in order to provide one to one coaching and group discussions

EXHIBIT B

FEE SCHEDULE

The Consultant will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on a fixed rate or an hourly fee basis; provided, however, that the total fee for services rendered under this Contract will not to exceed $44,850.00, without Authority's written approval. Services provided by Consultant will be billed as specified in Exhibit B. These fees will cover all of Consultant's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

The Authority agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Contract. Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Department of Defense, Defense Travel Management Office. Lodging and meal per diem rates for specific locations (foreign and domestic) may be found at: http://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Authority will also reimburse the Consultant for Direct Costs incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to Authority from time to time, and such costs and expenses shall be billed to Authority at Consultant's actual cost.

Not later than the twentieth (20th) day of each calendar month, Consultant shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Agreement during the prior calendar month. The invoices shall describe in detail the Services performed during the prior month and shall list the days and hours worked, approved Direct Costs, milestone achievements, tasks performed or completed, and the Services performed during each day of the prior month. Authority shall review the invoices and notify Consultant in writing (including email) within twenty (20) days of any disputed amounts.

Should this Contract be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

EXHIBIT C

INSURANCE

Without limiting the indemnity obligations or liabilities of Consultant or its insurers, provided herein, Consultant agrees to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

	TYPE OF INSURANCE	LIMITS OF LIABILITY
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$500,000 per Occurrence $500,000 Aggregate
	If Consultant engages employees Workers' Compensation/Employer's Liability coverage is required.	
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.	Professional Liability	$1,000,000 (Errors & Omissions)
	Consultant will procure and maintain professional liability insurance for protection from claims arising out of performance of its Services under this Contract caused by any error, omission, or act for which the Consultant is legally liable.	

Each policy, except Professional Liability, 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 Professional Liability. In the event that the work of Consultant'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, Consultant shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

Each policy, except Workers' Compensation and Professional Liability, 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 Contract.

The insurance required as listed above, shall apply to any contractor or subcontractor performing for or on behalf of Consultant, and Consultant shall ensure that any such

subcontractor is aware of and is in compliance with the insurance requirements during any period such contractor is performing work under this Contract.

The minimum insurance required may be increased periodically upon request by Authority to commercially reasonable limits**.** The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII".

Consultant'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 February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Lynn Angerstein, Manager of Procurement Services
Lynn@pocca.com
(361) 885-6142

Adopt Resolution Approving Interlocal Agreement between the Port of Corpus Christi Authority and Region VIII Education Service Center for Cooperative Purchasing Services Through Interlocal Purchasing System (TIPS) Program

SUMMARY: Staff requests the Port Commission adopt a Resolution Approving Interlocal Agreement between the Port of Corpus Christi Authority and Region VIII Education Service Center for Cooperative Purchasing Services Through Interlocal Purchasing System (TIPS) Program.

BACKGROUND: The TIPS Program is a regional cooperative that began in 2002. Texas Education Code § 8.002 permits Region VIII Education Service Center, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Texas Government Code §§ 791.001 *et seq* authorizes Region VIII Education Service Center to enter Interlocal Agreements with governmental entities and political subdivisions of the state. The same competitively priced solicitation and vendor contract awards standards are used in the TIPS Program as is required of the cooperative programs currently approved for use by the PCCA. The TIPS Program provides an expanded option for technology goods and services that can be used as a comparative pricing tool with other technology based cooperative programs.

ALTERNATIVES: Continue with existing cooperative programs and/or open market options.

CONFORMITY TO PORT POLICY: Strategic Goal #1A – Fund Operating Budget, Capital Program and Strategic Opportunities

EMERGENCY: No

FINANCIAL IMPACT: Competitive Pricing Options to provide increased efficiency and effectiveness in the procurement of goods and services. Membership is a no cost to eligible entities.

STAFF RECOMMENDATION: Staff recommends the Port Commission adopt a Resolution Approving Interlocal Agreement between the Port of Corpus Christi Authority and Region VIII Education Service Center for Cooperative Purchasing Services Through Interlocal Purchasing System (TIPS) Program.

DEPARTMENTAL CLEARANCES:

Originating Department	Procurement
Reviewed & Approved	Lynn Angerstein
Legal	Dane Bruun
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries
	Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Resolution
Interlocal Agreement

RESOLUTION APPROVING INTERLOCAL AGREEEMNT BEWTEEN THE PORT OF CORPUS CHRISTI AUTHORITY AND REGION VIII EDUCATION SERVICE CENTER FOR COOPERATIVE PURCHASING SERVICES THROUGH INTERLOCAL PURCHASING SYSTEM (TIPS) PROGRAM

WHEREAS, an Interlocal Agreement ("***Interlocal Agreement***") between the Port of Corpus Christi Authority of Nueces County, Texas ("***Authority***") and the Region VIII Education Service Center ("***Center***") for Cooperative Purchasing Services Through the Interlocal Purchasing System ("***TIPS***") Program has been presented to Authority's Port Commission for approval; and

WHEREAS, Texas Education Code § 8.002 authorizes Center, at the direction of the Commissioner of Education, to provide Cooperative Purchasing Services to school districts, colleges and universities; and

WHEREAS, Texas Government Code §§ 791.001 *et seq* authorizes Center to enter Interlocal Agreements with governmental entities and political subdivisions of the state, including Authority; and

WHEREAS, the Authority believes it is in the Authority's best interest to execute an Interlocal Agreement with Center for cooperative purchasing services offered by Center through the TIPS Program.

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY AS FOLLOWS:

Section 1. The Port Commission hereby finds and determines that it is necessary and advisable that the Authority enter into the Interlocal Agreement in the form presented to this meeting.

Section 2. The Interlocal Agreement, in substantially the form presented to this meeting, is hereby approved, and the Chief Executive Officer is hereby authorized and directed, for and on behalf of the Authority, to execute the Interlocal Agreement and to make any changes he deems appropriate to carry out the purposes of this resolution.

Section 3. This resolution is adopted by the Port Commission this 20th day of February, 2018.

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

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

_____ _____
TEXAS PUBLIC ENTITY Control Number (TIPS will Assign)

Region VIII Education Service Center 225 - 950
Pittsburg, Texas County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:
1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:
1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

_____
Entity Name

By: _____
Authorized Signature

Title: _____

_____
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: _____
Authorized Signature

Title: Executive Director Region VIII ESC

_____
Date

Public Entity Contact Information

_____
Primary Purchasing Person Name

_____
Street Address

_____
City, State Zip

_____
Telephone Number

_____
Fax Number

_____
Primary Person Email Address

_____
Secondary Person Name

_____
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Sam Esquivel, Real Estate Services Manager
Sam@pocca.com
(361) 885-6140

Approve a Utility Easement Agreement with Maverick Terminals Corpus, LLC for a 10" Waterline and 2" Gas Pipeline for service to Maverick Terminals 40.79 acre Facility Located East of the Bulk Terminal, Nueces County, Texas.

SUMMARY: Maverick Terminals Corpus, LLC representatives are requesting a Utility Easement Agreement to provide gas and water services to the Maverick Terminals Corpus, LLC, (Maverick) 41-acre Terminal facility located on the south side of the Joe Fulton International Trade Corridor (JFITC) and east of the Bulk Terminal. The project includes a non- exclusive easement for the installation of a 10 inch waterline and 2 inch gas pipeline as depicted on the attached Exhibit. The utility lines will be installed at the minimum depths and clearances outlined in the Pipeline, Utility & Miscellaneous Structure Accommodation Policy in the Authority's Engineering Department Project Manual. The term of the Easement will be coterminous with the term of the Maverick Lease Agreement.

BACKGROUND: On July 18, 2017 Maverick and the Port of Corpus Christi Authority (PCCA) entered into a Lease Agreement for a 41-acre Terminal Facility. The 41 acre site is located south of the Joe Fulton International Trade Corridor and on the easterly side of the Bulk Terminal. These Utility Easement Agreement will grant Maverick the right to install utility services to their Terminal Facility.

ALTERNATIVES: Do not approve and Maverick will not have access to water or gas for their facility.

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs to provide surface infrastructure and services to support maritime and industrial development).

EMERGENCY: N/A

FINANCIAL IMPACT: None – No fees are assessed for utility service easements granted to serve PCCA customers.

222 Power Street 78401 | PO Box 1541 78403 | Corpus Christi, Texas | T 361 882 5633 F 361 882 7110 | portofcorpuschristi.com

STAFF RECOMMENDATION: Staff recommends approval of the Utility Easement Agreement with Maverick Terminals Corpus, LLC

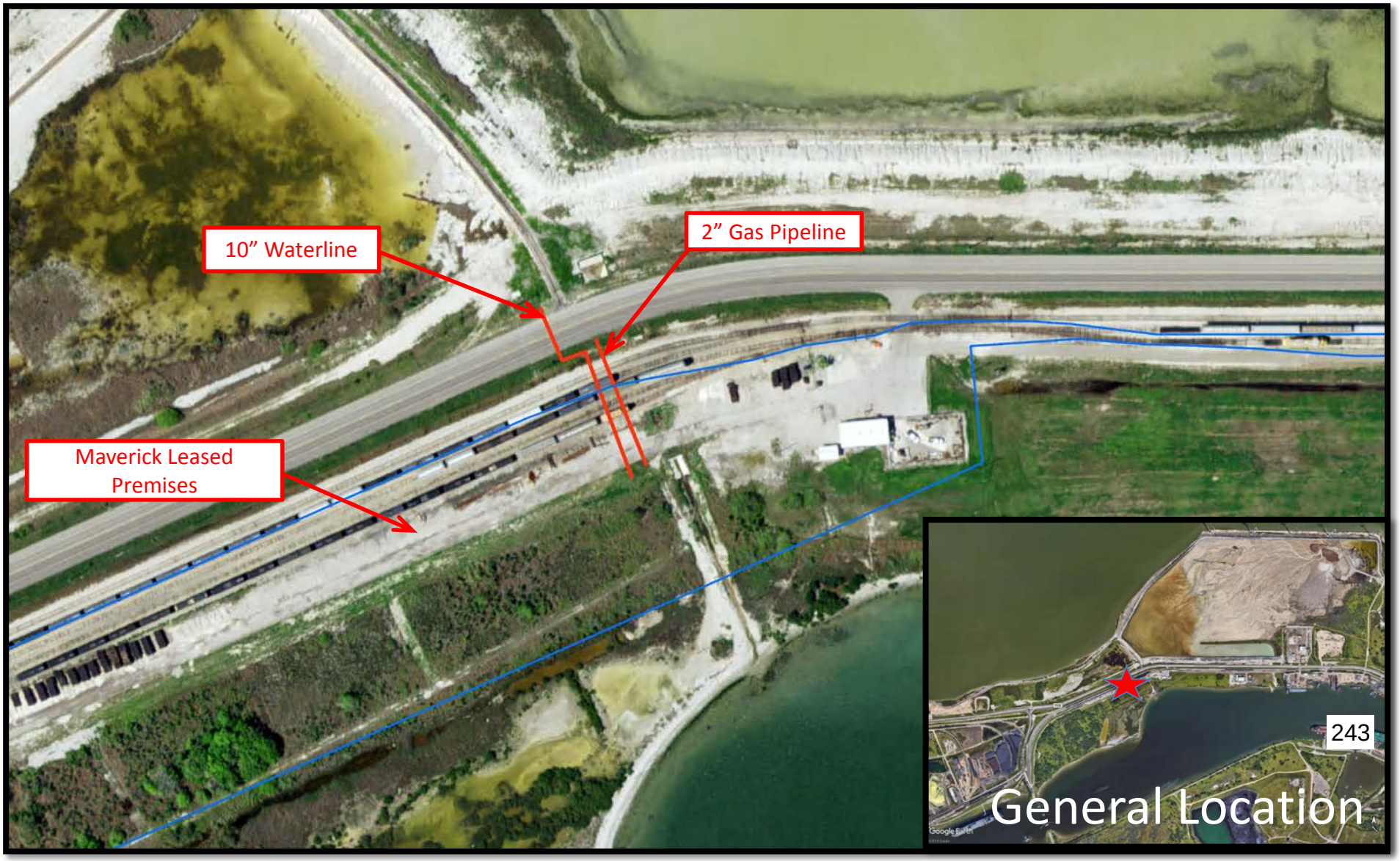
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel Kent Britton
Legal	Jimmy Welder
Senior Staff	John LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Utility Easement Agreement

Approve a Utility Easement Agreement with Maverick Terminals Corpus, LLC for a 10” Waterline and 2” Gas Pipeline for service to Maverick Terminals 40.79 acre Facility Located East of the Bulk Terminal, Nueces County, Texas.



UTILITY EASEMENTS AGREEMENT

This Utility Easements Agreement (this "***Agreement***") dated as of February 20, 2018 (the "***Effective Date***"), is executed by and between **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, a navigation district and political subdivision of the State of Texas ("***Authority***"), and **MAVERICK TERMINALS CORPUS, LLC,** a Delaware limited liability company ("***Grantee***"). Authority and Grantee are sometimes hereinafter referred to individually as "***Party***" and collectively as "***Parties***."

RECITALS:

A. The Parties entered into a lease agreement effective as of August 1, 2017 (as amended, restated, modified or replaced from time to time, the "***Grantee Lease***") pursuant to which Grantee is leasing from Authority an approximately 40.79-acre tract of land in Nueces County, Texas, which tract is more particularly described and depicted in ***Exhibit A*** attached hereto (the "***Grantee Property***"), with any portion of the Grantee Property hereafter released from the Grantee Lease being no longer part of the Grantee Property after such release.

B. In the Grantee Lease, the Authority granted to Grantee an easement adequate for ingress and egress and utilities over and across the land between the Grantee Property and Navigation Boulevard (the "***Lease Easement***").

C. The Parities wish to enter into this Agreement to more precisely describe the utilities portion of the Lease Easement and Grantee's rights thereunder, and the Parties intend for this Agreement to replace the utilities portion of the Lease Easement in its entirety.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the premises set forth above and incorporated herein by this reference, the sum of $10.00 in hand paid, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged and confessed, and intending to be legally bound, Authority and Grantee agree as follows:

Section 1. Grant of Water Pipeline Easement and Temporary Workspace Easement.

(a) Water Pipeline Easement. Authority hereby grants and conveys to Grantee and its successors and assigns, as an appurtenance to the Grantee Property, (1) a non-exclusive easement on, in, over, and under the centerline of the Authority's property described by metes and bounds in ***Exhibit B*** attached hereto for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing one ten-inch (10") (in nominal outside diameter) water pipeline for the transportation of water to the Grantee Property ("***Water Pipeline***"), and (2) the right to use as much of the surface of the Authority's property described by metes and bounds in ***Exhibit B*** attached hereto ("***Waterline Temporary Workspace Easement Area***") as may be reasonably needed to install the Water Pipeline (collectively, the "***Water Pipeline Easement***").

Upon completion of construction of the Water Pipeline, the width of the Water Pipeline Easement will be pipe width.

(b) Project Manual Requirements. The Water Pipeline shall be installed at the minimum depths and clearances outlined in the Pipeline, Utility & Miscellaneous Structure Accommodation Policy in the Authority's Engineering Department Project Manual.

(c) Additional Rights. Authority further grants to Grantee and its successors and assigns the additional right to enter onto the Waterline Temporary Workspace Easement Area as reasonably necessary from time to time, at reasonable times, for purposes of inspecting, maintaining, repairing, removing and replacing the Water Pipeline. Such right of entry shall only be exercised after five (5) days advance written notice to Authority unless in the event of an emergency. Entry by Grantee onto the Waterline Temporary Workspace Easement Area shall not unreasonably interfere with the Authority's use of the Waterline Temporary Workspace Easement Area.

(d) Reservation of Rights. Authority reserves the right to install, maintain, inspect and repair gas lines, water lines, sewer lines, pipelines, power transmission lines, fiber optic cable, and related poles and attachments on the portion of the Waterline Temporary Workspace Easement Area outside the Grantee Property, which do not unreasonably interfere with Grantee's intended use of the Water Pipeline. Authority also reserves the right to grant easements and rights of way on the portion of the Waterline Temporary Workspace Easement Area outside the Grantee Property, which do not unreasonably interfere with Grantee's intended use of the Water Pipeline. Authority also reserves the right to cross the Water Pipeline Easement with pipelines, roads, etc., and the right to grant to others the right to do so, if such crossings do not unreasonably interfere with the Water Pipeline

Section 2. Grant of Gas Pipeline Easement and Temporary Workspace Easement.

(a) Gas Pipeline Easement. Authority hereby grants and conveys to Grantee and its successors and assigns, as an appurtenance to the Grantee Property, (1) a non-exclusive easement on, in, over, and under the centerline of the Authority's property described by metes and bounds in ***Exhibit C*** attached hereto for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing one two-inch (2") (in nominal outside diameter) gas pipeline for the transportation of natural gas to the Grantee Property ("***Gas Pipeline***"), and (2) the right to use as much of the surface of the Authority's property described by metes and bounds in ***Exhibit C*** attached hereto ("***Gas Line Temporary Workspace Easement Area***") as may be reasonably needed to install the Gas Pipeline (collectively, the "***Gas Pipeline Easement***"). Upon completion of construction of the Gas Pipeline, the width of the Gas Pipeline Easement will be pipe width.

(b) Project Manual Requirements. The Gas Pipeline shall be installed at the minimum depths and clearances outlined in the Pipeline, Utility & Miscellaneous Structure Accommodation Policy in the Authority's Engineering Department Project Manual.

(c) Additional Rights. Authority further grants to Grantee and its successors and assigns the additional right to enter onto the Gas Line Temporary Workspace Easement Area as

reasonably necessary from time to time, at reasonable times, for purposes of inspecting, maintaining, repairing, removing and replacing the Gas Pipeline. Such right of entry shall only be exercised after five (5) days advance written notice to Authority unless in the event of an emergency. Entry by Grantee onto the Gas Line Temporary Workspace Easement Area shall not unreasonably interfere with the Authority's use of the Gas Line Temporary Workspace Easement Area.

(d) Reservation of Rights. Authority reserves the right to install, maintain, inspect and repair gas lines, water lines, sewer lines, pipelines, power transmission lines, fiber optic cable, and related poles and attachments on the portion of the Gas Line Temporary Workspace Easement Area outside the Grantee Property, which do not unreasonably interfere with Grantee's intended use of the Gas Pipeline. Authority also reserves the right to grant easements and rights of way on the portion of the Gas Line Temporary Workspace Easement Area outside the Grantee Property, which do not unreasonably interfere with Grantee's intended use of the Gas Pipeline. Authority also reserves the right to cross the Gas Pipeline Easement with pipelines, roads, etc., and the right to grant to others the right to do so, if such crossings do not unreasonably interfere with the Gas Pipeline.

Section 3. Certain Definitions.

(a) "***Easements***" means, collectively, the Water Pipeline Easement and the Gas Pipeline Easement.

(b) "***Easement Areas***" means, collectively, the Waterline Temporary Workspace Easement Area and the Gas Line Temporary Workspace Easement Area.

(c) "***Grantee's Facilities***" means, collectively, the Water Pipeline and the Gas Pipeline.

Section 4. Term of Agreement; Survival. The term of this Agreement ("***Term***") shall be coterminous with the term of the Grantee Lease. Upon the expiration or earlier termination of the Grantee Lease, provided no replacement of the Grantee Lease is entered into as contemplated by Article 15 or other provision of the Grantee Lease, this Agreement will automatically terminate without any further action by either Party, but Authority and Grantee (or its successor) shall enter into a written agreement confirming the termination of this Agreement at the request of either Party. The termination of this Agreement will not release either Party from any liability or obligation under this Agreement, whether indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination.

Section 5. Insurance.

(a) Without limiting the indemnity obligations or liabilities of Grantee provided under this Agreement, Grantee shall provide and maintain at Grantee's own expense during the Term of this Agreement the insurance coverages and requirements set forth in ***Exhibit D*** attached hereto, which is incorporated in this Agreement (the "***Required Coverages***").

(b) Grantee agrees to have such insurance policies properly endorsed as set forth in ***Exhibit D*** attached hereto. Anything in this Section 5 to the contrary notwithstanding, if at any time during the Term the waiver of subrogation clause required to be maintained by Grantee is no longer available on terms which are commercially reasonable, then Grantee shall, in good faith, find a mutually acceptable alternative.

(c) The Grantee agrees that it will require any Contractor that is not covered by the Required Coverages to obtain insurance coverages reasonably comparable to the Required Coverages that are reasonably appropriate in their limits and other terms and conditions to the nature of the work to be performed by the Contractor. Such coverages shall insure the interests of the Authority Parties and the Grantee as additional insureds in respect of the applicable work being performed and shall be subject to the same (or comparable) coverage and administrative requirements as are imposed on the Grantee pursuant to this Agreement. When requested to do so by the Authority, the Grantee shall provide or cause to be provided to the Authority certificates of insurance with respect to such insurance coverages or such other evidence of insurance, reasonably acceptable in form and content to the Authority. For purposes of this Agreement, the term "***Contractor***" means any contractor with whom Grantee contracts to perform work or supply materials or labor in relation to the Grantee's Facilities, including any subcontractor of any tier, supplier or materialman directly or indirectly employed pursuant to a subcontract with a Contractor.

Section 6. INDEMNITY AGREEMENT. TO THE EXTENT PERMITTED BY LAW, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS AUTHORITY AND AUTHORITY'S PORT COMMISSIONERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "***AUTHORITY PARTIES***"), FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, FINES, JUDGMENTS AND OTHER EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES AND COSTS OF INVESTIGATION), OF ANY KIND, NATURE OR DESCRIPTION (INCLUDING CLAIMS FOR PERSONAL INJURY, BODILY INJURY, EMOTIONAL DISTRESS, REAL AND PERSONAL PROPERTY DAMAGE AND ECONOMIC LOSS) (ALL OF WHICH ARE COLLECTIVELY REFERRED TO HEREIN AS "***CLAIMS***") WHICH MAY BE BROUGHT, INSTITUTED OR ASSERTED AGAINST THE AUTHORITY PARTIES TO THE EXTENT BASED ON OR ARISING OUT OF ANY OF THE FOLLOWING EVENTS (EACH BEING REFERRED TO IN THIS SUBSECTION AS AN "***INDEMNIFIED EVENT***"):

(A) THE FAILURE ON THE PART OF GRANTEE OR ITS OFFICERS, AGENTS, CONTRACTORS, OR EMPLOYEES (COLLECTIVELY, THE "***GRANTEE PARTIES***") TO COMPLY WITH THIS AGREEMENT OR ANY LAWS OR REGULATIONS APPLICABLE TO THE INSTALLATION, OPERATION, MAINTENANCE, USE OR REMOVAL OF THE GRANTEE FACILITIES BY THE GRANTEE PARTIES; OR

(B) ANY INJURY TO OR DEATH OF OR CLAIM OF INJURY TO OR DEATH OF ANY PERSON (INCLUDING THE EMPLOYEES OF THE GRANTEE PARTIES) OR ANY DAMAGE TO OR LOSS OF OR CLAIM OF DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF THE INSTALLATION, OPERATION, MAINTENANCE, USE OR REMOVAL OF THE GRANTEE FACILITIES BY THE GRANTEE PARTIES.

Notwithstanding anything in this Agreement to the contrary, to the extent the Indemnified Event for which a Claim is made arises out of the joint, concurrent or

comparative negligence, causation, responsibility or fault of the Grantee Parties and the Authority Parties, whether negligence, strict liability, breach of warranty, express or implied, or products liability, then Grantee shall defend the Authority Parties against such Claim, but Grantee shall be relieved of its obligation of indemnity with respect to such Claim to the extent, but only to the extent, of the percentage of responsibility attributed to the Authority Parties with respect to causing or contributing to cause the Indemnified Event for which such Claim was made. Furthermore, Grantee 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 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. The indemnities contained in Section 6 will not be limited by a limitation on the amount or type of damages owed by Grantee to any employee of Grantee under the Workers' Compensation Act or similar employee benefit acts.

Section 7. Title Exceptions. The Easements are further made subject to any restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Areas and appearing of record as of the Effective Date in the real property records of Nueces County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Easements.

Section 8. Warranty of Title. Subject to the matters set forth in Section 7, Authority warrants that it has good and indefeasible fee simple title to the Easement Areas (although portions of the Waterline Temporary Workspace Easement Area and the Gas Line Temporary Workspace Easement Area are leased to Grantee), that it has lawful right and authority to grant to Grantee the Easements, and that it will forever warrant and defend the Easements unto Grantee and its successors and assigns against the claims of all persons claiming by, through, or under the Authority. Authority represents and warrants that there are no liens, leases or purchase options affecting the Easement Area as of the Effective Date, except for the Grantee Lease.

Section 9. Notices. Any notice required or permitted under this Agreement shall be in writing with a statement therein to the effect that notice is given pursuant to this Agreement and the same shall be served (i) by hand delivery, (ii) by overnight courier service guaranteeing next business day delivery, (iii) via facsimile transmission to the facsimile number listed below, or (iv) by depositing same in the United States mail, registered or certified mail, return receipt requested, postage prepaid. Any notice given by mail as aforesaid shall be deemed to have been given one (1) day after such notice was deposited in the United States mail, certified and postage prepaid, addressed to the Party to be served. Notice given otherwise shall be deemed given and received if and when actually received. Notices to the Authority and to Grantee shall be sent to the following address (unless and until change of address information is sent to the other Party):

If to Grantee: MAVERICK TERMINALS CORPUS, LLC
Attn.: General Counsel
16211 La Cantera Parkway, Suite 202
San Antonio, Texas 78256
Fax: (210) 812-5702

If to Authority: Port of Corpus Christi Authority
Attn: Chief Executive Officer
222 Power Street
P.O. Box 1541
Corpus Christi, Texas 78403
Fax: 361-881-5155

Either Party may designate by Notice given to the other Party a new address, facsimile number or person to which Notices hereunder shall thereafter be sent.

Section 10. Exhibits. All Exhibits attached hereto are hereby incorporated herein by this reference and made a part hereof for all purposes.

Section 11. Amendment. The provisions of this Agreement may be amended, modified, enlarged, or otherwise changed in whole or in part only by a written agreement executed by the Authority and Grantee (or its successor).

Section 12. Governing Law. **THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.**

Section 13. Successors; Assignment. This Agreement shall bind, and shall inure to the benefit of, each party and their respective grantees, successors and assigns. Grantee may assign this Agreement and the Easements granted hereunder to the lessee under the Grantee Lease at the time of the assignment without the Authority's consent. Except as provided in the preceding sentence, Grantee shall not assign any of the rights herein granted, in whole or in part, without the prior written consent of the Authority, which may be granted or withheld by the Authority in its reasonable discretion.

Section 14. Severability/Interpretation. In case any one or more of the provisions contained in this Agreement shall for any reason 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. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

Section 15. Counterparts. This Agreement 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, which may be recorded.

[Signature page is the next page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

Authority:

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By:_____
Sean C. Strawbridge,
Chief Executive Officer

Grantee:

MAVERICK TERMINALS CORPUS, LLC
a Delaware limited liability company

By: Maverick Terminals, LLC, its sole member

By: Howard Midstream Energy Partners, LLC, its sole member

By: _____

Name: _____

Title: _____

ATTACHMENTS:

Exhibit A – Legal Description of Grantee Property
Exhibit B – Legal Description and Map of Waterline Temporary Workspace Easement Area
Exhibit C – Legal Description and Map of Gas Line Temporary Workspace Easement Area
Exhibit D – Grantee's Insurance Requirements

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on this _____ day of _____, 2018, by Sean C. Strawbridge, as Chief Executive Officer of PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, a navigation district and political subdivision of the State of Texas, on behalf of said navigational district.

_____
Notary Public, State of Texas

My commission expires: _____

_____
Print or Type Name of Notary

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2018, by _____, the _____ of Howard Midstream Energy Partners, LLC, sole member of Maverick Terminals, LLC, sole member of Maverick Terminals Corpus, LLC, a Delaware limited liability company on behalf of such Maverick Terminals Corpus, LLC.

_____
Notary Public, State of Texas

My commission expires: _____

_____
Print or Type Name of Notary

AFTER RECORDING RETURN TO:

Maverick Terminals Corpus, LLC
Attn.: General Counsel
16211 La Cantera Parkway, Suite 202
San Antonio, Texas 78256

EXHIBIT A

Legal Description of Grantee's Property

EXHIBIT A – LEGAL DESCRIPTION OF
LEASED PREMISES OR LAND
MAVERICK TERMINALS CORPUS TRACT

STATE OF TEXAS
COUNTY OF NUECES

40.79 ACRES

Field notes of a 40.79 acre tract of land out of the submerged land patented to Nueces County Navigation District No. 1 and referred to by records of the Texas General Land Office (GLO) as Patent 84, recorded in Book 5, Pages 257-260 out of Nueces County Surveyors office, issued to Nueces County Navigation District No. 1, and out of a portion of Patent 381, a 390.56 acre tract issued to Nueces County Navigation District No. 1, recorded in Volume 380, Page 586, deed records of Nueces County, Texas. Said TRACT further described as follows:

Commencing at brass disk monument "CCTA 1992" found at N: 17,190,273.52, E: 1,324,574.58;

Thence S 73°28'36" E, a distance of 195.61' to the **point of beginning** at N: 17,190,217.89, E: 1,324,762.11;

thence S 66°03'00" W a distance of 1281.65';
thence S 10°19'30" W a distance of 555.72';
thence S 63°32'14" W a distance of 304.10';
thence S 26°27'46" E a distance of 125.00';
thence S 63°32'14" W a distance of 400.00';
thence S 26°27'46" E a distance of 175.00';

thence S 63°32'17" W a distance of 1100.00'; parallel and 25 feet northwest of the PCCA North Bulkhead line, to a point at N: 17,188,078.41, E: 1,322,009.82, from which monument "Nikolaus", N: 17,188,397.50, E: 1,322,390.47, bears N 50°01'40" E, a distance of 496.70';

thence N 26°28'43" W a distance of 174.98';
thence N 63°32'14" E a distance of 402.27' to a point for corner, from which the centerline of track #802 bears N 76° E, 15.3';
thence N 16°11'06" W a distance of 56.69';
thence N 09°51'29" W a distance of 45.19';
thence N 05°05'05" W a distance of 60.87';
thence N 01°51'06" W a distance of 76.68' to a point between track #800 and #801;
thence N 00°22'45" E a distance of 280.81';
thence N 06°00'49" E a distance of 87.08';
thence N 10°01'10" E a distance of 51.05';
thence, continuing parallel and between track #800 and #801, with a curve turning to the right with an arc length of 628.94', with a radius of 790.76', with a chord bearing of N 32°48'17" E, with a chord length of 612.49';

thence N 67°32'34" E a distance of 117.10' to a point between tracks #801 and #802;
thence N 66°01'54" E, continuing parallel and between tract #801 and #802 a distance of 1677.06', to a point;

EXHIBIT A – LEGAL DESCRIPTION OF
LEASED PREMISES OR LAND
MAVERICK TERMINALS CORPUS TRACT

STATE OF TEXAS
COUNTY OF NUECES

40.79 ACRES

thence with a curve turning to the right with an arc length of 438.65', with a radius of 1050.00', with a chord bearing of N 77°59'59" E, with a chord length of 435.47', to a point;

thence N 89°58'04" E a distance of 169.15';

thence S 83°09'00" E, crossing railroad track #651, a distance of 141.33', to a point between tracks #650 and #651;

thence N 89°57'46" E, continuing between tracks #650 and #651, a distance of 1299.18' to a point;
thence N 89°35'19" E a distance of 78.38';
thence N 84°22'48" E, crossing track #651, a distance of 88.42';
thence N 85°44'09" E a distance of 80.64';
thence N 87°52'04" E a distance of 11.05';

thence S 02°07'56" E, crossing track #651 east of the switch to track #650, at 6.5' crossing track #650, a total distance of 15.00';

thence S 87°52'04" W a distance of 10.77';
thence S 85°44'09" W a distance of 80.18';
thence S 84°22'48" W a distance of 88.92';
thence S 89°35'20" W a distance of 79.16';
thence S 89°57'46" W a distance of 355.23';
thence S 00°14'52" W a distance of 14.03';
thence S 89°57'46" W a distance of 491.36';
thence N 89°55'18" W a distance of 189.02';
thence N 85°43'43" W a distance of 188.17';
thence S 89°53'37" W a distance of 317.30';

thence S 05°48'49" E a distance of 150.64'; to the **point of beginning**, having an area of 1,756,200 square feet, 40.79 acres, more or less

Bearings and distances are grid, Texas Coordinate System NAD 1983 (2011), South Zone. Reference plat dated July, 2017 for additional information.

7/13/2017

James M. Naismith, RPLS #4828

STATE OF TEXAS REGISTERED JAMES M. NAISMITH 4828 PROFESSIONAL LAND SURVEYOR

Exhibit B

Job No. 43187.B8.03
January 25, 2018
Revised: February 14, 2018

0.122 Acre
Temporary Workspace Easement
For Proposed Waterline

STATE OF TEXAS
COUNTY OF NUECES

Fieldnotes, for a 0.122 Acre (5,320 Sq. Ft), Temporary Workspace Easement, being 10 Foot each side of a Proposed Waterline, out of a 40.79 Acre Lease Tract between Port of Corpus Christi Authority, as Lessor, and Maverick Terminal Corpus, LLC, as Lessee, referenced as Maverick Terminals Corpus Tract; said 40.79 Acre Lease being situated in Survey No. 706 and 706A, State of Texas Submerged Land Tracts of Nueces Bay, being out of Survey No. 939, A-2677, Nueces County Navigation District No. 1, as recorded in Book 3, Pages 257-260 at the Nueces County Surveyor's Office, and filed as Patent No. 84, Vol. No. 47-A, File No. Refugio Script 1922, in the Records of the General Land Office of the State of Texas; said Survey No. 939, also recorded in Volume 192, Page 579, Deed Records of Nueces County, Texas; said 40.79 Acre Lease Tract, also being out of Survey No. 980, A-2682, Nueces County Navigation District No.1 as recorded in Book 3, Pages 364-366 at the Nueces County Surveyor's Office, and filed as Patent No. 381, Vol. No. 7-B, File No. Refugio Script 1925, in the Records of the General Land Office of the State of Texas; said 0.122 Acre Tract, being more fully described by metes and bounds as follows:

Beginning, at a Point *[Northing:17190413.66', Easting:1324181.85']* for the Northwest corner of this Easement, from **Whence**, a NGS Monument "Nikolaus" Found *[Northing:17188397.58', Easting:1322390.44']*, bears South 41°37'23" West, 2,696.98 Feet;

Thence, North 67°23'36" East, 20.00 Feet, to the North corner of this Easement;

Thence, South 22°36'24" East, 55.07 Feet, to an inner ell corner of this Easement;

Thence, North 66°23'49" East, 9.97 Feet, for a corner of this Easement;

Thence, North 67°44'51" East, 20.00 Feet, to an outer corner of this Easement;

Thence, South 21°43'30" East, at 68.80 Feet, pass the Northwest boundary line of the said 40.79 Acre Lease Tract, in all 181.19 Feet, for the Southeast corner of this Easement, from **Whence**, a Brass Monument "PCCA CCTA 1992" *[Northing:17190273.70', Easting:1324574.58']* Found, bears North 77°01'01" East, 265.31 Feet;

Thence, South 68°18'57" West, 20.01 Feet, for the Southwest corner of this Easement;

Thence, North 21°43'21" West, at 111.85 Feet, pass the said Northwest boundary line, in all 160.98 Feet, to an inner ell corner of this Easement;

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Thence, South 66°23'49" West, 29.66 Feet, to an outer ell corner of this Easement;

Thence, North 22°36'24" West, 75.06 Feet, to the **Point of Beginning,** containing 0.122 Acre (5,320 Sq. Ft) of Land, more or less.

Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying sketch of Tract described herein.

URBAN ENGINEERING

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

James D. Carr, R.P.L.S.
License No. 6458

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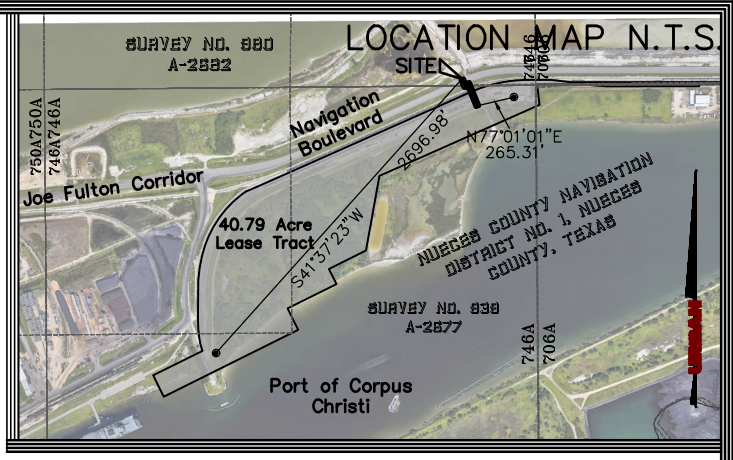
TBPE, Firm # 145 ● TBPLS Firm # 10032400

LINE	BEARING	DISTANCE
L1	N66°20'36"E	20.00'
L2	S22°36'24"E	55.07'
L3	N66°23'49"E	9.97'
L4	N67°44'51"E	20.00'
L5	S21°43'30"E	181.19'
L6	S68°18'57"W	20.01'
L7	N21°43'21"W	160.98'
L8	S66°23'49"W	29.66'
L9	N22°36'24"W	75.06'
L10	S22°36'24"E	65.06'
L11	N66°23'49"E	29.82'
L12	S21°43'30"E	171.32'



COUNTY OF NUECES
CITY OF CORPUS CHRISTI

Point of Beginning
(Centerline Pipeline Easement)
N: 17190417.67'
E: 1324191.01'

Point of Beginning
(Temporary Work Easement)
N: 17190413.66'
E: 1324181.85'

Navigation Boulevard

(W) (Water Line City GIS)

(STO) (Storm Water Line City GIS)

SURVEY NO. 980
A-2682

SURVEY NO. 939
A-2677

S41°37'23"W 2696.98'

68.80'

Proposed Waterline
Temporary Workspace Easement
0.122 Acre
(5,320 Sq. Ft.)

NUECES COUNTY
NAVIGATION DISTRICT NO. 1,

NGS Monument
"Nikolaus" Found
N: 17188397.58'
E: 1322390.44'

Boundary line of
40.79 Acre Lease

Proposed Centerline Waterline
Pipeline Footage:
266.20 FT/16.13 RODS

172.21'

111.85'

Proposed Gasline
Temporary Workspace Easement
0.083 Acre
(3,621 Sq. Ft.)

N77°01'01"E 265.31'

Bross Monument
"PCCA CCTA 1992" Found
N: 17190273.70'
E: 1324574.58'

Maverick Terminals Corpus
40.79 Acre
Lease Tract

Point of Terminus
(Centerline Pipeline Easement)
N: 17190210.40'
E: 1324306.76'

Exhibit B
Sketch to Accompany

FIELDNOTES for a 0.122 Acre (5,320 Sq. Ft), Temporary Workspace Easement, being 10 Foot each side of a Proposed Waterline, out of a 40.79 Acre Lease Tract between Port of Corpus Christi Authority, as Lessor, and Maverick Terminal Corpus, LLC, as Lessee, referenced as Maverick Terminals Corpus Tract; said 40.79 Acre Lease being situated in Survey No. 706 and 706A, State of Texas Submerged Land Tracts of Nueces Bay, being out of Survey No. 939, A-2677, Nueces County Navigation District No. 1 as recorded in Book 3, Pages 257-261 at the Nueces County Surveyor's Office, and filed as Patent No. 84, Vol. No. 47-A, File No. Refugio Script 1922, in the Records of the General Land Office of the State of Texas; said Survey No. 939, also recorded in Volume 98, Page 579, Deed Records of Nueces County, Texas; said 40.79 Acre Lease Tract, also being out of Survey No. 980, A-2682, Nueces County Navigation District No.1 as recorded in Book 3, Pages 364-366 at the Nueces County Surveyor's Office, and filed as Patent No. 381, Vol. No. 7-B, File No. Refugio Script 1925, in the Records of the General Land Office of the State of Texas.

Preliminary

General Notes:

1.) Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

2.) Some features shown on this Survey may be out of scale for clarity.

3.) This map was prepared without the benefit of a current title commitment. The surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership of title evidence or any other facts that an accurate title search may disclose.

4.) Also reference accompanying Legal Description.

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REV: Feb. 14, 2018
DATE: Jan. 24, 2018
SCALE: 1"=50'
JOB NO.: 43187.B8.03
SHEET: 1 of 1
DRAWN BY: RLG

urbansurvey1@urbaneng.com

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Exhibit C

Job No. 43187.B8.02
January 25, 2018
Revised: February 15, 2018

0.069 Acre
Temporary Workspace Easement
For Proposed Gasline

STATE OF TEXAS
COUNTY OF NUECES

Fieldnotes, for a 0.069 Acre (3,004 Sq. Ft), Temporary Workspace Easement, being 10 Foot each side of a Proposed Gasline, out of a 40.79 Acre Lease Tract between Port of Corpus Christi Authority, as Lessor, and Maverick Terminal Corpus, LLC, as Lessee, referenced as Maverick Terminals Corpus Tract; said 40.79 Acre Lease being situated in Survey No. 706 and 706A, State of Texas Submerged Land Tracts of Nueces Bay, being out of Survey No. 939, A-2677, Nueces County Navigation District No.1, as recorded in Book 3, Pages 257-260 at the Nueces County Surveyor's Office, and filed as Patent No. 84, Vol. No. 47-A, File No. Refugio Script 1922, in the Records of the General Land Office of the State of Texas; said Survey No. 939, also recorded in Volume 192, Page 579, Deed Records of Nueces County, Texas, said 40.79 Acre Lease Tract, also being out of Survey No. 980, A-2682, Nueces County Navigation District No.1 as recorded in Book 3, Pages 364-366 at the Nueces County Surveyor's Office, and filed as Patent No. 381, Vol. No. 7-B, File No. Refugio Script 1925, in the Records of the General Land Office of the State of Texas; said 0.069 Acre Tract, being more fully described by metes and bounds as follows:

Beginning, at a Point *[Northing:17190353.76', Easting:1324260.40']* for the West corner of this Easement, from **Whence**, a NGS Monument "Nikolaus" Found *[Northing:17188397.58', Easting:1322390.44']*, bears South 43°42'33" West, 2,706.17 Feet;

Thence, North 69°03'22" East, 20.00 Feet, for the North corner of this Easement;

Thence, South 21°43'22" East, at 37.53 Feet, pass the Northwest boundary line of the said 40.79 Acre Lease Tract, in all 150.08 Feet, to the Southeast corner of this Easement, from **Whence**, a Brass Monument "PCCA CCTA 1992" *[Northing:17190273.70', Easting:1324574.58']* Found, bears North 77°43'22" East, 245.57 Feet;

Thence, South 68°18'57" West, 19.99 Feet, to the Southwest corner of this Easement;

Thence, North 21°43'30" West, at 112.39 Feet, pass the said Northwest boundary line, in all 150.34 Feet, to the **Point of Beginning,** containing 0.069 Acre (3,004 Sq. Ft) of Land, more or less.

Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying sketch of Tract described herein.

URBAN ENGINEERING

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

James D. Carr, R.P.L.S.
License No. 6458

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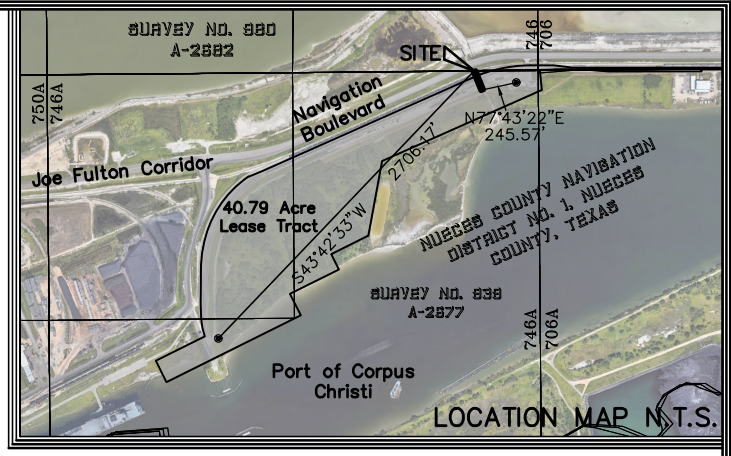
LINE	BEARING	DISTANCE
L1	N69°03'22"E	20.00'
L2	S21°43'22"E	150.08'
L3	S68°18'57"W	19.99'
L4	N21°43'30"W	150.34'
L5	S21°43'30"E	150.21'



COUNTY OF NUECES
CITY OF CORPUS CHRISTI

Point of Beginning
(Centerline Pipeline Easement)
N: 17190357.33'
E: 1324269.74'

Point of Beginning
(Temporary Work Easement)
N: 17190353.76'
E: 1324260.40'

Navigation Boulevard

SURVEY NO. 980
A-2682

SURVEY NO. 939
A-2877

L1

67.53'

Proposed Gasline
Temporary Worksapce Easement
0.069 Acre
(3,004 Sq. Ft.)

Maverick Terminals Corpus
40.79 Acre
Lease Tract

Boundary line of
40.79 Acre Lease

S43°42'33"W 2706.17'

L2

L5

L4

Proposed Centerline Gasline
Pipeline Footage:
150.21 FT/9.10 RODS

112.39'

Bross Monument
"PCCA CCTA 1992" Found
N: 17190273.70'
E: 1324574.58'

Proposed Waterline
Temporary Workspace Easement
0.115 Acre
(5,030 Sq. Ft.)

N77°43'22"E 245.57'

NUECES COUNTY
NAVIGATION DISTRICT NO. 1

L3

NGS Monument
"Nikolaus" Found
N: 17188397.58'
E: 1322390.44'

Point of Terminus
(Centerline Pipeline Easement)
N: 17190217.79'
E: 1324325.35'

Exhibit C
Sketch to Accompany

FIELDNOTES for a 0.069 Acre (3,004 Sq. Ft), Temporary Workspace Easement, being 10 Foot each side of a Proposed Gasline, out of a 40.79 Acre Lease Tract between Port of Corpus Christi Authority, as Lessor, and Maverick Terminal Corpus, LLC, as Lessee, referenced as Maverick Terminals Corpus Tract; said 40.79 Acre Lease being situated in Survey No. 706 and 706A, State of Texas Submerged Land Tracts of Nueces Bay, being out of Survey No. 939, A-2677, Nueces County Navigation District No. 1, as recorded in Book 3, Pages 257-260 of the Nueces County Surveyor's Office, and filed as Patent No. 84, Vol. No. 47-A, File No. Refugio Script 1922, in the Records of the General Land Office of the State of Texas; said Survey No. 939, also recorded in Volume 192, Page 579, Deed Records of Nueces County, Texas; said 40.79 Acre Lease Tract, also being out of Survey No. 980, A-2682, Nueces County Navigation District No.1 as recorded in Book 3, Pages 364-366 at the Nueces County Surveyor's Office, and filed as Patent No. 381, Vol. No. 7-B, File No. Refugio Script 1925, in the Records of the General Land Office of the State of Texas.

Preliminary

General Notes:

1.) Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

2.) Some features shown on this Survey may be out of scale for clarity.

3.) This map was prepared without the benefit of a current title commitment. The surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership of title evidence or any other facts that an accurate title search may disclose.

4.) Also reference accompanying Legal Description.

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JOB NO.: 43187.B8.02
SHEET: 1 of 1
DRAWN BY: RLG
urbansurvey1@urbaneng.com

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EXHIBIT D

GRANTEE'S INSURANCE REQUIREMENTS

Without limiting the indemnity obligations or liabilities of Grantee or its insurers provided in this Agreement, before commencing any material activities in the Easement Area under this Agreement, Grantee shall procure and maintain at its sole expense during the Term of this Agreement, and during any time period following expiration or termination of this Agreement in which Grantee is required to perform additional work in the Easement Area, the following policies of insurance (sometimes collectively referred to in this **Exhibit D** as the "***Policies***") and in at least the minimum amounts specified below:

(1) *Property Insurance.* Special form ("all risk") property insurance with no exclusions, except the standard printed exclusions, at Full Replacement Cost (hereinafter defined), covering Grantee's Facilities (the "***Property Insurance***"). Coverage shall include, without limitation, the following: primary and excess flood, windstorm, named storm, earthquake, and debris removal, subject to customary sub-limits. The term "***Full Replacement Cost***" shall mean the actual replacement cost of Grantee's Facilities, including the cost of demolition and debris removal and without deduction for depreciation. The Authority shall be named as an additional insured on the Property Insurance to the extent "additional insured" status for the Authority is available with respect to such insurance. Grantee shall be the loss payee on the Property Insurance with respect to proceeds attributable to damage to the Grantee's Facilities. The proceeds of the Property Insurance shall be used for the restoration of the Grantee's Facilities. Grantee shall provide to the Authority a certificate of the Property Insurance which reflect the above coverage requirements.

(2) *Workers' Compensation and Employer's Liability Insurance.* For all its employees engaged in performing work in the Easement Area or on the Grantee's Facilities, workers' compensation insurance for at least the applicable statutory limit required by the Texas Workers' Compensation Code; and Employer's Liability insurance with at least $1,000,000 limit for each for bodily injury by accident, and at least a $1,000,000 limit for each employee for bodily injury by disease. Under the Worker's Compensation policy, Grantee shall provide a Waiver of Subrogation in favor of the Authority Parties on the Certificate of Insurance. In the event that the work of Grantee's employees in the Easement Area or on the Grantee's Facilities falls within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, the Grantee shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

(3) *Commercial General Liability Insurance.* Commercial General Liability (CGL) 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.

(4) *Automobile Liability Insurance.* When any motor vehicles (owned, non-owned or hired by Grantee) are used in connection with work being performed in the Easement Area, the Grantee shall provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

(5) *Umbrella Insurance.* Excess or Umbrella liability insurance coverage limits of not less than $5,000,000 over and above the underlying primary coverage limits stated above with respect to bodily injury to or death of any number of persons in any one accident or occurrence. The policy shall be endorsed to name the Authority Parties as additional insureds, non-contributory basis.

(7) *Pollution Insurance.* Pollution insurance covering bodily injury, property damage, including cleanup, and other losses caused by pollution conditions occurring during the Term of this Agreement and arising directly from Grantee's operations in the Easement Area or on the Grantee's Facilities, including pollution of any body of water, with limits of not less than $10,000,000 per occurrence. Pollution Coverage shall include, but not be limited to, environmental cleanup, remediation and disposal and may be included within the required General Liability and/or Umbrella Insurance.

(8) *Railroad Protective Liability Insurance*. Railroad Protective Liability insurance, with limits of not less than $1,000,000 per Occurrence and Aggregate limits of not less than $5,000,000. Railroad Protective Liability is required unless the Commercial General Liability Policy contains an endorsement which deletes the exclusion within 50 feet of rail.

Grantee shall deliver to Authority, prior to the commencement of any material activity by Grantee in the Easement Area or on the Grantee's Facilities, as proof of the insurance required of Grantee, a certificate or certificates of insurance (and any endorsements required to provide evidence of the insurance coverages required under this Agreement) 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 one or more of the Authority Parties and governed by the terms of this Agreement, the Grantee shall, upon receipt of a written request, deliver to the Authority, 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, Grantee shall notify the Authority of such changes. In the event that Grantee fails to obtain or maintain any of the insurance required by this **Exhibit D**, the Authority retains the right to procure such insurance coverage and charge the Grantee the premium cost plus an additional 10% administrative fee.

From time to time during the Term to the extent that the Authority provides written notice to Grantee evidencing reasonable belief (in reasonable detail) that the amounts of coverage required by this **Exhibit D** 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.

Grantee shall deliver to the Authority certificates of renewal at least thirty (30) days prior to the expiration date of each of the Policies required to be maintained by the Grantee. 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). Grantee shall deliver to Authority a copy of the most recent audited financial statements of Grantee's captive insurance company, which is presented on a consolidated basis with Howard Resource Management Corporation, before commencing any material activities in the Easement Area or on the Grantee's Facilities under this Agreement. Grantee represents and warrants to the Authority that the financial statements of Grantee's captive insurance company are audited annually by a certified public accountant. Grantee shall submit a copy of the audited financial statements of Grantee'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, Grantee 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 Grantee exercises the option to self-insure, then (i) Grantee 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 Grantee elects to self-insure, Grantee will self-insure Authority in the same manner as an additional insured using self-insurance programs maintained by Grantee or Grantee's corporate parent. If Grantee elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding $500,000, Authority and Grantee shall maintain all rights and obligations between themselves as if Grantee 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. Grantee 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 Grantee had maintained the insurance pursuant to this **Exhibit D**. 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 February 20, 2018

DATE: February 20, 2018

TO: Port Commission

FROM: Sam Esquivel, Real Estate Services
Sam@pocca.com
(361) 885-6140

Approve a Pipeline Easement Agreement – Part II with POTAC, LLC for Eight (8) Pipelines Crossing the South Shore Dredge Material Placement Area (Cell C) Together with a 0.07 Acre Surface Site and 0.25 Acre Dock Platform Site Situated at Public Oil Dock 14

SUMMARY: On June 16, 2015 the Port of Corpus Christi Authority (PCCA) granted a Dock Use Agreement to Gravity Midstream Corpus Christi, LLC (Gravity) granting Gravity a Second Priority Docking Right for use of Public Oil Dock 14 (Ship Dock). As part of the Dock Use Agreement PCCA agreed to grant Gravity a pipeline easement on PCCA property for one or more pipelines to allow Gravity to connect its refinery assets to the Ship Dock. POTAC, LLC is successor in title to Gravity and POTAC has requested a Pipeline Easement Agreement for the final routing of the necessary pipelines to connect to Public Oil Dock 14, as shown on the attached Memo Exhibit.

BACKGROUND: On January 16, 2018 the Port Commission approved the first phase of the POTAC, LLC pipeline project to connect the POTAC refining assets (the former Trigent Refinery) on the South side of the Tule Lake Channel to a 200' X 300' above ground pipeline station located on the North side of the Tule Lake Channel. The second phase of the project connects the pipeline station to Public Oil Dock 14.

ALTERNATIVES: Do not approve or require alternate routing.

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs to provide surface infrastructure and services to support maritime and industrial development).

EMERGENCY: N/A

FINANCIAL IMPACT: $132,966.42 for the first ten years for all eight (8) pipelines and the surface site.

STAFF RECOMMENDATION: Staff recommends approval of the pipeline easement with POTAC, LLC.

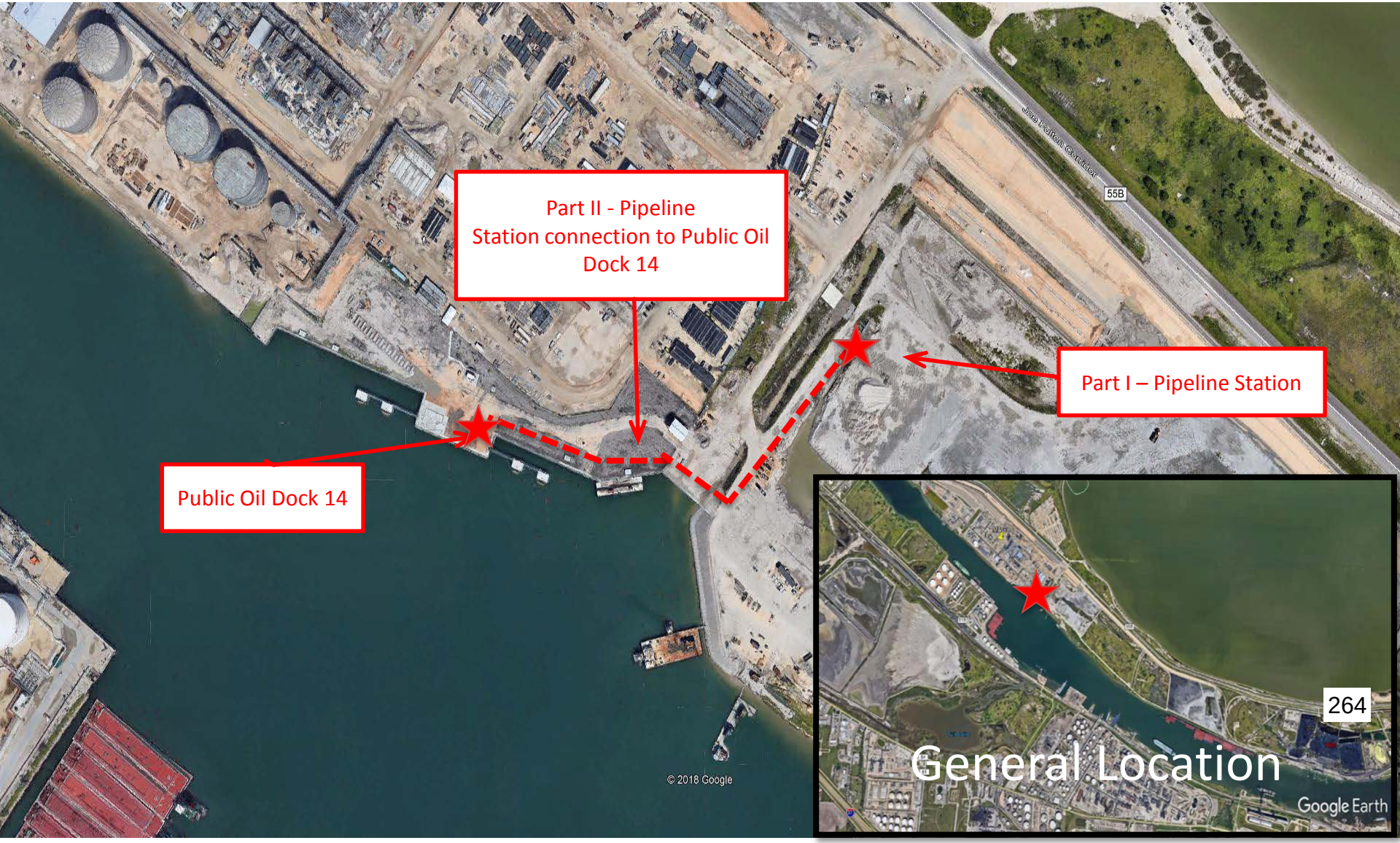
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel Kent Britton David Krams, P.E
Legal	Bruce Hawn
Senior Staff	John LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Pipeline Easement Agreement
Pipeline Easement Agreement Summary

Approve a Pipeline Easement Agreement – Part II with POTAC, LLC for Eight (8) Pipelines Crossing the South Shore Dredge Material Placement Area (Cell C) Together with a 0.07 Acre Surface Site and 0.25 Acre Dock Platform Site Situated at Public Oil Dock 14



PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT SUMMARY

Grantee:	POTAC, LLC
Easement Premises:	Eight (8) Pipelines Crossing the South Shore Dredge Material Placement Area (Cell C) Together with a 0.07 Acre Surface Site and 0.25 Acre Dock Platform Site Situated at Public Oil Dock 14.
Use:	For the placement of eight (8) petroleum pipelines and connecting to Public Oil Dock 14
Term:	30 years
Options:	N/A
Start Date:	February 20, 2018
Easement Fee:	$132,966.42 for the first ten-year term.
Additional Fee:	To be adjusted by the then current fee schedule A each succeeding ten-year period.
Remarks:	This is Part II of a pipeline project to connect Grantees refinery assets on the South side of the Tule Lake Channel to Public Oil Dock 14.