

**MEMORANDUM OF AGREEMENT BETWEEN NUECES COUNTY
AND PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**

This Memorandum of Agreement (“*Agreement*”) is made by and between the **Port of Corpus Christi Authority of Nueces County, Texas**, a navigation district and political subdivision of the State of Texas (“*PCCA*”), and **Nueces County**, a political subdivision of the State of Texas (“*County*”). County and PCCA are sometimes collectively referred to herein as the “*Parties*” and individually as a “*Party*.”

WHEREAS, Hurricane Harvey made landfall as a Category 4 hurricane on the Texas coast on Friday, August 25, 2017, and battered and drenched Texas for days before finally moving out of the state. The heavy rains from Harvey caused catastrophic flooding throughout the Coastal Bend Region, the Houston area and Southeast Texas and was the first major hurricane to make landfall along the Middle Texas Coast since Hurricane Celia in 1970; and

WHEREAS, many parts of Nueces County, including the cities of Corpus Christi and Port Aransas, were impacted by Hurricane Harvey’s winds, floodwaters and storm surges resulting in damage to homes, businesses, public infrastructure, and other facilities; and

WHEREAS, Nueces County’s Multi-Jurisdictional Hazard Mitigation Action Plan, (“*HMAP*”) was adopted in 2018, which included Nueces County, Aqua Dulce, Bishop, Driscoll, Corpus Christi, Driscoll, Petronila, Port Aransas, Robstown, and the Port of Corpus Christi Authority, and the County’s HMAP addressed all hazards affecting the County, such as flood, thunderstorms, wildfires, drought and hurricane winds; and

WHEREAS, the U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation (“*CDBG-MIT*”) funds are administered by the Texas General Land Office (“*GLO*”) for damage sustained from Hurricane Harvey; and

WHEREAS, the CDBG-MIT program is funded under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (approved February 9, 2018) (the “*Appropriations Act*”); and

WHEREAS, the County and the Authority wish to apply for CDBG-MIT funds; and

WHEREAS, the Authority’s cost share will be one half of one percent of the total program cost, or no more than \$500,000; and

WHEREAS, the Parties are authorized by the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code, to enter into this Agreement; and

NOW, THEREFORE, the County and Authority agree as follows:

**ARTICLE I
OBJECTIVES AND ACTIONS**

- 1.1 The Parties shall jointly pursue CDBG-MIT funding for projects that provide shoreline protection, habitat creation, and coastal resiliency benefits stakeholders of both jurisdictions.
- 1.2 The County agrees to take the lead responsibility for coordinating the grant application with the Texas General Land Office (“GLO”).
- 1.3 The Parties shall work with other local, regional, state and/or federal agencies, jurisdictions, organizations, or entities affected by the projects above.
- 1.4 The Parties shall work with the appropriate state and local officials or agencies to maximize the efficiency of CDBG-MIT funds to accomplish the projects above.
- 1.5 The Parties shall appoint appropriate points of contact for application entry and submission, project development, strategic implementation, construction, financial reporting and auditing as necessary to comply with relevant local ordinances, state and federal laws and regulations.
- 1.6 The Parties acknowledge that if one or more of the projects identified above are approved for CDBG-MIT funding, such award will require a grant agreement, and the Parties agree to negotiate the terms of the grant agreement in good faith. The grant agreement will require the approval of the governing bodies of both Parties.

**ARTICLE II
GENERAL PROVISIONS**

- 2.1 Expending Funds. Each Party which performs grant application services pursuant to this Agreement shall do so with funds available from current revenues of the Party.
- 2.2 Termination. It is agreed that any Party hereto shall have the right to terminate its participation in this Agreement upon thirty (30) days written notice to the other Parties hereto.
- 2.3 Term. This Agreement shall become effective on the date when the last signer below is show to have executed this Agreement. This Agreement shall continue in force and remain binding on both Parties until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 2.2 of this Agreement.
- 2.4 Entirety. This Agreement contains all commitments and agreements of the Parties with respect to grant application services contemplated herein. No other oral or written commitments of the Parties with respect to services under this Agreement shall have any force or effect if not contained herein.

- 2.5 Interlocal Cooperation Act. The Parties agree that the grant application services in the context contemplated herein are “governmental functions and services” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act.
- 2.6 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
- 2.7 Validity and Enforceability. If any current or future legal limitations or requirements from a federal or state governmental with jurisdiction over the Parties affect the validity or enforceability of a provision of this Agreement, then this Agreement shall be deemed amended to the minimum extent necessary to bring this Agreement into conformity with the requirements or limitations, and so modified, this Agreement shall continue in full force and effect.
- 2.8 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.
- 2.9 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
- 2.10 Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
- 2.11 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in Nueces County.
- 2.12 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

[Signature Page Follows This Page]

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

NUECES COUNTY

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

BY: _____
Name:
Title:

BY: _____
Name: Sean C. Strawbridge
Title: Chief Executive Officer

DATE: _____

DATE: _____

ATTEST:

County Clerk

WITNESS:

Printed Name and Title:

DRAFT