

**AGREEMENT WITH THE BAY AREA COASTAL PROTECTION ALLIANCE
FOR COMPLETION OF A FINANCE STUDY
RELATED TO THE REGIONAL COASTAL BARRIER SYSTEM**

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This Agreement (“Agreement”) is entered into between the City of League City (“City”) and the Bay Area Coastal Protection Alliance (“Organization”), collectively referred to as the “Parties” on the date set forth below.

RECITALS

WHEREAS, on September 13, 2008, Hurricane Ike caused devastation and destruction across the Houston-Galveston region with massive flooding from storm surge waters, with Galveston Island and the Bolivar Peninsula being the hardest hit areas; and

WHEREAS, on June 25, 2013, the City Council passed Resolution 2013-29 which pledged its support to the “Ike Dike Project” for a coastal barrier to be completed for the protection of the Houston-Galveston region from hurricane storm surges including Galveston Bay; and

WHEREAS, the City Council has been asked to provide funding to the Organization for completion of a finance study related to the regional coastal barrier system.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following terms.

TERMS

1. **Recitals.** The above-listed recitals are true and correct and are hereby incorporated into this Agreement.
2. **Term.** The term of this Agreement shall commence upon execution of this Agreement and terminate upon the completion of the financial study described in Section 3 of this Agreement.
3. **Scope of Work.** The Organization shall create or cause to be created a financial study of the coast barrier project, which is further described in **Exhibit A**, attached and incorporated herein. The Organization will provide the City will a copy the final financial report referenced in Exhibit A.
4. **Compensation.** The City shall provide up to **Seven Thousand Five Hundred Dollars (\$7,500)** for the completion of the work described in Section 3 of this Agreement. The City shall provide the funding to the Organization as a lump-sum within thirty days (30) from the execution of this Agreement.
5. **Rights to Work.** The work described in Section 3 of this Agreement shall remain, at all times, the sole and exclusive property of the Organization. Once the work is completed, the Organization hereby grants to the City a non-exclusive license to use the work described in Section 3 of this Agreement for educational purposes only; provided, however, that the City shall not in any modify or alter the work and shall at all times include any and all copyright marks reflecting the ownership of the work.
6. **Tax-exempt Status.** The Organization shall maintain its status as a legal non-profit tax-exempt organization, comply with any federal or state requirements applicable by virtue of the Organization’s legal status, and comply with any other laws, regulations or requirements applicable by virtue of the

Organization's legal status. During the term of this Agreement, Organization will notify the City with three (3) days of any loss of its tax-exempt status.

7. **Independent Organization.** This Agreement shall not be construed to create a partnership, joint venture, or other agency relationship between the parties, who are independent of one another. The relationship of the Organization to City is and shall continue to be that of an independent organization, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, sub-contractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent organization, shall be implied between the parties or between either party and the other party's agent, employee, or sub-contractor. This provision shall survive the termination of this Agreement.
8. **Assignability.** The parties recognize that this Agreement is based upon the skill and expertise of the parties and therefore agree that the Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this Agreement. Provided, however, the City expressly agrees and acknowledges that the Organization has retained a third-party production company to create the video described in Section 3 of this Agreement.
9. **Termination.** The City may terminate this Agreement for any reason upon seven (7) days written or electronic notice to the Organization. In the event the City terminates the Agreement, the Organization will be entitled to retain any portion of the funding provided by the City to cover costs and expenses incurred by the Organization on or prior to the date the Organization receives such notice of termination.
10. **Severability.** If at any time after the date of this Agreement, any clause or provision of this Agreement is held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect. In addition, the invalidation of any clause or provision of the Agreement will have no effect on the remaining provisions of this Agreement, and as such, the remaining Agreement will remain in full force and effect and will be interpreted as consistently as possible.
11. **Non-Waiver.** The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall have been deemed to have been made unless expressed in writing by such party.
12. **Choice of Law/Venue.** This Agreement is performable in Galveston County, Texas and will be construed in accordance with the laws of the State of Texas. The parties agree that any lawsuit filed claiming any breach of this Agreement or seeking to enforce or declare any rights under this Agreement shall be brought exclusively in a court of proper jurisdiction in Galveston County, Texas.
13. **Entire Agreement.** This Agreement constitutes the final and complete understanding of the parties regarding the subject matter hereof, superseding any prior agreements or understandings between them. This Agreement may not be amended or modified except by a subsequent written instrument evidencing the express consent of each of the parties, duly executed by the parties.
14. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Organization verifies that Organization: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

15. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Organization warrants, covenants, and represents that Organization is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

Executed this _____ day of _____, 2020.

BAY AREA COASTAL PROTECTION ALLIANCE

(Signature)

(Name, Position)

THE CITY OF LEAGUE CITY, TEXAS

John Baumgartner, ICMA – CM, P.E., City Manager

ATTEST:

Diana Stapp, City Secretary

APPROVED A TO FORM:

Nghiem V. Doan, City Attorney

Exhibit A

SCOPE OF PROJECT

Project Overview

The focus of this Project is to design and develop a set of financing options for coastal protection measures in the Houston/Galveston region, including meeting local funding match and cost-share requirements for anticipated federally supported coastal protection projects. The main elements of this work will include:

- A preliminary quantitative analysis on the insurance and financial value of improved coastal protection for key beneficiaries, industries, and communities
- Working sessions with potential public-private partners, such as the GLO, key drainage districts, major insurance brokers, and P3 construction firms to develop a framework for implementation
- Engagement with large-scale asset holders to assess options for pooling risk and aggregating private benefits of public investments
- Identification of additional predevelopment funding opportunities (e.g., FEMA BRIC grant)
- Development of final recommendations on project financing and implementation options for increasing the level of protection across the region

By working closely with State and local partners and private sector leaders, we aim to help Houston, Galveston, and neighboring communities fill critical funding gaps for priority social and environmental resilience investments along the coast.

Dates Project to be Performed

Contractor shall start the Project on or about September 1, 2020 and shall complete the Project not later than May 31, 2021.

Fees

\$100,000 lump sum to be paid in two installments: \$60,000 upon contract execution and \$40,000 upon acceptance of final deliverables.

Scope of Work & Schedule

- September-October 2020
 - Preliminary analysis
 - Outreach to potential insurance industry and capital markets partners
- October-December 2020
 - Engagement with major at-risk industrial asset holders and key public sector entities
 - Preparation of materials for additional predevelopment funding applications, as appropriate (e.g. FEMA BRIC grant)
- (TBD) January 2021 – FEMA application deadline
- January-March 2021
 - Iterative refinement of proposed financing approach with all partners
 - State-level engagement and action on establishing risk pool
- March-May 2021 – Delivery of final recommendations and transition to implementation

Deliverables

- Summary of preliminary analysis insights and results
- Interim presentations and/or materials for key stakeholder discussions
- Final presentation and/or report with recommendations on:

- Risk pool design, validated by insurance industry leaders;
- Financing & payment structures, validated by capital markets leaders;
- Strategies for securing participation of exposed asset holders; and
- Options for public sector implementation.