

**INTERLOCAL AGREEMENT WITH CITIES OF ALICE, BEEVILLE, AND MATHIS REGARDING SHARING OF
RESOURCES TO IMPROVE WATER AND WASTEWATER SERVICES**

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the City of Corpus Christi, herein “CC”, the City of Alice, Texas, herein “Alice”, the City of Beeville, Texas, herein “Beeville”, and the City of Mathis, Texas, herein “Mathis”, under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791 of the Texas Government Code. The cities identified above are referred to collectively herein as “the Cities” or the “participating cities”.

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness;

WHEREAS, Texas Government Code, Section 791.026 authorizes contracts between municipalities to obtain or provide part or all of: (1) water supply or wastewater treatment facilities; or (2) a lease or operation of water supply facilities or wastewater treatment facilities;

WHEREAS, Texas Government Code, Section 791.038 provides that a local government may contract with another local government to jointly participate in research or planning activities related to water resources;

WHEREAS, the City of Corpus Christi, Texas holds Certificate of Adjudication No. 21-21-2464 as amended regarding Lake Corpus Christi;

WHEREAS, the City of Corpus Christi entered into a perpetual water supply contract for the City of Alice, the City of Beeville, and the City of Mathis;

WHEREAS, the Corpus Christi region is experiencing drought which impacts the lake levels;

WHEREAS, the City of Corpus Christi, the City of Alice, City of Beeville, and City of Mathis desire to enter into this Interlocal Agreement for purposes of increasing access to water supplies including Lake Corpus Christi;

NOW THEREFORE, the parties agree as follows:

1. Purpose. The Purpose of this Interlocal Agreement is to for the Cities to develop process for sharing of resources to develop projects that assist the Cities with improving water and wastewater services for the Cities.
2. Projects. The following projects are authorized by this Agreement:
 - A. Engineers from Corpus Christi Water (herein “CCW”) and CCW private sector consultant engineers shall be available to the other Cities to review well designs.

- B. Engineers from CCW shall be available to provide input and design guidance for new water supply projects .
 - C. Engineers and other staff of CCW shall provide staff resources such as plan design and review to aid in development of an interconnect at Lake Corpus Christi between Alice and Mathis, and to aid in development of other interconnections.
 - D. In the event of a water or wastewater emergency impacting one of the participating cities, the other participating cities agree to share resources such as staff and technical expertise to mitigate impacts to the community.
 - E. Each participating city shall be reimbursed by the other participating cities for the staff time to perform these services, as mutually agreed upon.
 - F. Each of the participating cities agrees to make their staffs available to the other participating cities to assist in resolution of water or wastewater issues impacting the other participating cities.
 - G. CCW will provide water utilities laboratory services to the participating cities on an expedited basis at the same fees established for such services by City of Corpus Christi ordinance.
3. The Cities may develop additional projects under this Agreement to be documented through separate letter agreements between the respective City Managers or their designees. Projects that require expenditure of funds must be approved through a separate Interlocal Agreement and submitted for approval to the City Council of each participating City.
4. No Debts and Fiscal Funding. No party shall incur any debts or obligations on the credit of the other party during the term of this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.
5. Term and Termination. This Agreement takes effect as of January 1, 2026 and continues on annual renewal basis until terminated. Any party may terminate participation in this Agreement by sending 60 days' written notice to the other Cities or other mutually agreed upon termination date.
6. Notice. All notices must be in writing and must be delivered to each of the appropriate individual(s) at the address designated below by one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid. Notice deposited with the United States Postal Service in the manner described

above will be deemed effective two (2) business days after deposit with the United States Postal Service:

IF TO CITY OF CORPUS CHRISTI:

City of Corpus Christi
Attn: City Manager
1201 Leopard Street
Corpus Christi, TX 78401

IF TO CITY OF ALICE:

City of Alice
Attn: City Manager
500 E Main Street
Alice, TX 78332

IF TO CITY OF BEEVILLE:

City of Beeville
Attn: City Manager
400 N Washington St
Beeville, TX 78102

IF TO CITY OF MATHIS:

City of Mathis
Attn: City Manager
411 E San Patricio Avenue
Mathis, TX 78368

7. No waiver of governmental immunity. Nothing herein shall be construed as a waiver of any party's governmental and sovereign immunity. Each City waives any claims for damages against the other Cities and their staff and their consultants that may arise out of the services provided pursuant to this Agreement.

8. Entirety Clause. This Agreement constitutes the entire agreement between the parties.

EXECUTED IN MULTIPLE PARTS, each of which shall be considered an original, and effective when signed by all participating cities.

CITY OF CORPUS CHRISTI

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Approved as to legal form: _____

CITY OF ALICE

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

CITY OF BEEVILLE

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

CITY OF MATHIS

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____