

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF CORPUS CHRISTI AND THE CITY OF SINTON
FOR POSSIBLE REMEDIATION ACTIVITIES DUE TO THE
EVANGELINE GROUNDWATER PROJECT**

This Interlocal Cooperation Agreement (“Agreement”) is made by and between the City of Corpus Christi, Texas (“Corpus Christi”), a municipal corporation and home-rule city of the State of Texas, acting by and through its governing body, the City Council, and the City of Sinton, a municipal corporation and home-rule city of the State of Texas, acting by and through its governing body, the City Council, (“Sinton”). Corpus Christi and Sinton are sometimes referred to in this Agreement as “Parties” and individually as a “Party”.

WHEREAS, Sinton blends water from three active wells (#16, #17 and #18) (“Sinton Wells”) shown **Exhibit A** to provide water to its customers;

WHEREAS, Sinton Well #16 is located on the NE side of the Golf Course and was drilled in 1983 with a 12-inch stainless steel pipe and screens to a depth of 650 ft and produces approximately 800 GPM with water quality consisting of chloride concentrations of 240 mg/l and TDS of 844 mg/l;

WHEREAS, Sinton Well #17 is located on County Road 28A and was drilled in 1989 with a 12-inch stainless steel pipe and screens to a depth of 696 ft and produces approximately 1000 GPM with water quality consisting of chloride concentrations of 363 mg/l and TDS of 972 mg/l;

WHEREAS, Sinton Well #18 is located on the NW side of the City Park and was drilled in 1993 with a 12-inch stainless steel pipe and screens to a depth of 582 ft and produces approximately 1000 GPM with water quality consisting of chloride concentrations of 217 mg/l and TDS of 766 mg/l;

WHEREAS, baseline water quality data for the Sinton Water System is attached as **Exhibit B** (“Baseline Water Quality”); and

WHEREAS, Corpus Christi is developing a groundwater project north of the Sinton Wells with expectations to pump 28,486 acre feet of water per year (“Evangeline Project”).

NOW, THEREFORE, BE IT AGREED BY THE CITY OF CORPUS CHRISTI, TEXAS, AND THE CITY OF SINTON, TEXAS:

The parties agree that neither party is an agent, servant or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents.

SECTION 1. Sinton Responsibilities.

1.1 Sinton shall operate and maintain its wells and water system described in **Exhibit A**, including any improvements or additions that Corpus Christi may construct under this Agreement for Sinton’s water system.

- 1.2 Sinton shall notify Corpus Christi Water (CCW) of any of the following events:
 - a. Mechanical failure of Sinton's systems;
 - b. Water quality differs significantly from the Baseline Water Quality;
 - c. Water quantity from any Sinton Well is less than 800 GPM.
- 1.3 Investigation. Sinton shall participate in any investigation of water quality or water quantity issues that Sinton deems attributable to the Evangeline Project.
- 1.4 Interconnect. Corpus will construct an interconnection, including pipelines, valves and a meter, to Corpus Christi's Evangeline wellfield to provide emergency water to Sinton ("Interconnection").
 - a. Sinton must notify CCW within 48 hours of its intent to use the Interconnection.
 - b. If the Interconnection is required due to 1.2.a or any other cause not attributable to Corpus Christi, Sinton shall use the Interconnection for 60 days at no cost. Beginning on day 61 until the Interconnection is turned off, Sinton shall pay the Corpus's published raw water rate for all Interconnection water.
 - c. If the Interconnection is required due to the Evangeline project, Sinton shall not be charged for the Interconnection water until Corpus Christi remedies the issue and the water quality and/or quantity is restored in the Sinton Wells.
- 1.5 Permits. Sinton shall obtain, at Corpus's cost, all permits required by the San Patricio Groundwater Conservation District for remediation required in 2.3.a.

SECTION 2. Corpus Christi Responsibilities.

- 2.1 Corpus Christi shall employ engineers and hydrogeologists to assist in the development and construction of the Evangeline Project.
- 2.2 Investigation. Within 24 hours of notification by Sinton of water quality or water quantity issues, CCW shall perform an onsite investigation to determine the cause.
- 2.3 Remediation.
 - a. If CCW determines the cause is the Evangeline Project, CCW shall implement a plan to remedy the issue that may include (1) drilling a deeper well in the existing location; (2) drilling a new well; (3) providing Interconnection water at no cost; (4) a combination of remedies; and/or (5) a mutually agreeable remedy.
 - b. If CCW determines the cause is not the Evangeline Project, CCW shall hire a third party investigator to determine the cause. If the investigator determines that the cause is not the Evangeline Project, Sinton is responsible for all costs to remedy the issue. Sinton may use the Interconnection as detailed in section 1.4.

SECTION 3. TERM OF AGREEMENT AND TERMINATION.

- 3.1 Effective Date. The effective date of this Agreement is the date on which all parties have executed this Agreement.

- 3.2 Term. This Agreement shall be for a term of fifty years beginning on the Effective Date and may be administratively renewed upon written agreement of the parties.
- 3.3 Termination. Either party may terminate this Agreement by:
- a. giving written notice to the other party if the other party (“Defaulting Party”) materially breaches any term, condition or provision of this Agreement and fails to cure the breach to the satisfaction of the notifying party within 30 days after the Defaulting Party receives a written notice of the breach from the notifying party; or
 - b. mutual agreement of both parties.

SECTION 4. PAYMENTS.

- 4.1 Any payment made by either the Corpus Christi or Sinton for any of the services provided pursuant to this Agreement shall be made out of current revenues available to such parties as required by the Interlocal Cooperation Act. All funding obligations of Corpus Christi and Sinton under this Agreement are subject to the appropriation of funds by each entity in its annual budget.
- 4.2 Corpus Christi shall invoice Sinton for water used under section 1.4.b. and Sinton shall pay within 30 days of receipt.

SECTION 5. GENERAL PROVISIONS.

- 5.1 Severability. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either Sinton or Corpus Christi in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.
- 5.2 Entire Agreement. This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.
- 5.3 Written Amendment. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.
- 5.4 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed below, or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

Corpus Christi

Peter Zaroni
City Manager
City of Corpus Christi
1201 Leopard, 5th Floor
Corpus Christi, Texas 78401
PeterZ@corpuschristitx.gov

Sinton

John Hobson
City Manager
City of Sinton
301 E. Market St
Sinton, Texas 78387
sintonmanager@sintontexas.org

Corpus Christi Water

Nick Winkelmann
Interim Chief Operating Officer
NickW@corpuschristitx.gov
361-826-1796

- 4.5 Non-Waiver. Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
- 4.6 Successors. This Agreement shall bind and benefit the parties and their legal successors.
- 4.7 No Waiver of Immunity. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.
- 4.8 Interlocal Cooperation Act. This Agreement is subject to the terms and provisions of the Texas Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code. Further, each party represents that this agreement has been duly passed and approved by its governing body, as required by the Act.
- 4.9 Relationship of Parties. In performing this Agreement, Corpus Christi and Sinton shall act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- 4.10 Disputes. Each party agrees that any dispute between the parties relating to this Agreement will first be submitted in writing to a panel of two senior executives of Corpus Christi and Sinton, who shall promptly meet and confer in an effort to resolve such dispute through good faith consultation and negotiation. Each party's executives shall be identified by notice to the other party, and may be changed at any time thereafter also by notice to the other party. Any decisions of the executives will be final and binding on the parties, unless approval by the governing bodies of the parties is required by law. In the event the executives are unable

to resolve any dispute within 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 Agreement or the existence, validity, breach or termination thereof, whether during or after its term, they shall select a mutually acceptable mediator within 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 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.

- 4.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and it shall be performable in Nueces County, Texas.

IN WITNESS WHEREOF, Corpus Christi and Sinton have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF CORPUS CHRISTI

CITY OF SINTON

Jeffrey H. Edmonds, P.E. Date
Director of Engineering Services

Mary Speidel, Mayor Date

ATTEST:

ATTEST:

Rebecca Huerta, City Secretary Date

Cathy Duhart, City Secretary Date

APPROVED AS TO FORM:

John Hobson, City Manager Date

Assistant City Attorney Date

EXHIBIT A

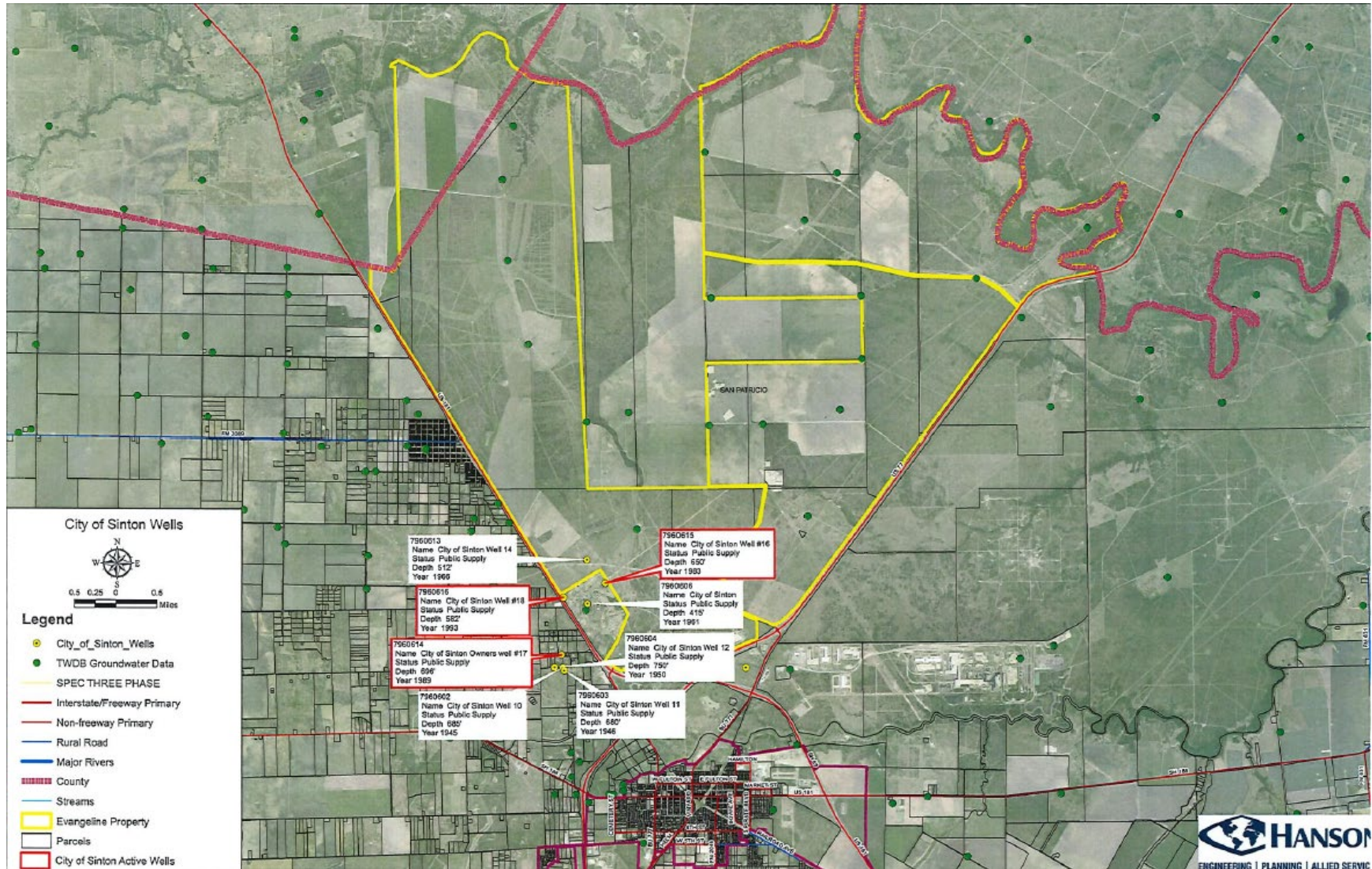


EXHIBIT B

<u>Texas Commission on Environmental Quality</u>	<u>Office of Water</u>	<u>Public Drinking Water Section</u>
<u>County Map of TX</u>	<u>Water System Search</u>	<u>Office of Compliance and Enforcement</u>

<u>Water System Detail</u>			
<u>Water System Facilities</u>	<u>Violations</u>	<u>Enforcement Actions</u>	<u>TCR Sample Results</u>
<u>Source Water Assessment Results</u>			<u>TTHM HAA5 Summaries</u>
<u>Sample Points</u>	<u>Assistance Actions</u>		<u>PBCU Summaries</u>
<u>Sample Schedules / FANLs / Plans</u>	<u>Compliance Schedules</u>	<u>Recent Positive TCR Results</u>	<u>Chlorine Summaries</u>
<u>Site Visits</u>	<u>Milestones</u>	<u>Other Chemical Results</u>	
	<u>TOC/Alkalinity Results</u>	<u>Chemical Results: Sort by: Name Code</u>	<u>Turbidity Summaries</u>
<u>Operators</u>	<u>All POC</u>	<u>LRAA (TTHM/HAA5)</u>	<u>Recent Non-TCR Sample Results</u>
	<u>Glossary</u>		<u>TCR Sample Summaries</u>
		<u>DWW Instructions</u>	

<u>Water System Detail Information</u>			
<u>Water System No.:</u>	TX2050006	<u>Federal Type:</u>	C
<u>Water System Name:</u>	CITY OF SINTON	<u>Federal Source:</u>	GW
<u>Principal County Served:</u>	SAN PATRICIO	<u>System Status:</u>	A
<u>Principal City Served:</u>		<u>Activity Date:</u>	01-01-1913

<u>Result List by Analyte</u>												
<u>Analyte Code</u>	<u>Analyte Name</u>	<u>Facility</u>	<u>Sample Point</u>	<u>Sample Collection Date</u>	<u>TCEQ Sample ID</u>	<u>Laboratory Sample ID</u>	<u>Method</u>	<u>Less Than Ind.</u>	<u>Level Type</u>	<u>Reporting Level</u>	<u>Concentration</u>	<u>Current Maximum Contaminant Level Allowed (MCL)</u>
1017	CHLORIDE	EP001	TRT-TAP	06/15/2023	2315270	AG44654	300.0				236 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP002	TRT-TAP	06/15/2023	2315835	AG44651	300.0				199 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP001	TRT-TAP	03/18/2020	2015388	AF03451	300.0				237 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP002	TRT-TAP	03/18/2020	2015874	AF03450	300.0				199 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP001	TRT-TAP	11/08/2017	1715889	AE04011	300.0				241 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP002	TRT-TAP	11/08/2017	1716784	AE04010	300.0				204 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP001	TRT-TAP	09/17/2014	1418844	AC67209	300.0				239 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP002	TRT-TAP	09/17/2014	1419393	AC67212	300.0				243 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP001	TRT-TAP	12/21/2011	1151872	1112866001	300.0				252 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP002	TRT-TAP	12/21/2011	1152210	1112866002	300.0				251 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP001	TRT-TAP	09/29/2008	0837758	0809944001	300.0				244 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP002	TRT-TAP	09/29/2008	0837760	0809944002	300.0				248 MG/L	No MCL for this Analyte

Total Number of Records Fetched = 12

Notes:

Analyte results are presented sorted by date then TCEQ Sample ID Number.
Single Sample MCL Violations are noted in **Bold Red** in the Concentration column.

Texas Commission on Environmental Quality	Office of Water	Public Drinking Water Section
County Map of TX	Water System Search	Office of Compliance and Enforcement

Water System Detail			
Water System Facilities	Violations	Enforcement Actions	TCR Sample Results
Source Water Assessment Results			TTHM HAA5 Summaries
Sample Points	Assistance Actions	Recent Positive TCR Results	PBCU Summaries
Sample Schedules / FANLs / Plans	Compliance Schedules	Other Chemical Results	Chlorine Summaries
Site Visits Milestones	TOC/Alkalinity Results	Chemical Results: Sort by: Name Code	Turbidity Summaries
Operators All POC	LRAA (TTHM/HAA5)	Recent Non-TCR Sample Results	TCR Sample Summaries
Glossary		DWW Instructions	

Water System Detail Information			
Water System No.:	TX2050006	Federal Type:	C
Water System Name:	CITY OF SINTON	Federal Source:	GW
Principal County Served:	SAN PATRICIO	System Status:	A
Principal City Served:		Activity Date:	01-01-1913

Result List by Analyte												
Analyte Code	Analyte Name	Facility	Sample Point	Sample Collection Date	TCEQ Sample ID	Laboratory Sample ID	Method	Less Than Ind.	Level Type	Reporting Level	Concentration	Current Maximum Contaminant Level Allowed (MCL)
1930	TDS	EP001	TRT-TAP	06/15/2023	2315270	AG44654	2540C				826 MG/L	No MCL for this Analyte
1930	TDS	EP002	TRT-TAP	06/15/2023	2315835	AG44651	2540C				759 MG/L	No MCL for this Analyte
1930	TDS	EP001	TRT-TAP	03/18/2020	2015388	AF03451	2540C				824 MG/L	No MCL for this Analyte
1930	TDS	EP002	TRT-TAP	03/18/2020	2015874	AF03450	2540C				756 MG/L	No MCL for this Analyte
1930	TDS	EP001	TRT-TAP	11/08/2017	1715889	AE04011	2540C				809 MG/L	No MCL for this Analyte
1930	TDS	EP002	TRT-TAP	11/08/2017	1716784	AE04010	2540C				746 MG/L	No MCL for this Analyte
1930	TDS	EP001	TRT-TAP	09/17/2014	1418844	AC67209	2540C				806 MG/L	No MCL for this Analyte
1930	TDS	EP002	TRT-TAP	09/17/2014	1419393	AC67212	2540C				807 MG/L	No MCL for this Analyte
1930	TDS	EP001	TRT-TAP	12/21/2011	1151872	1112866001	2540C				796 MG/L	No MCL for this Analyte
1930	TDS	EP002	TRT-TAP	12/21/2011	1152210	1112866002	2540C				774 MG/L	No MCL for this Analyte
1930	TDS	EP001	TRT-TAP	09/29/2008	0837758	0809944001	2540C				791 MG/L	No MCL for this Analyte
1930	TDS	EP002	TRT-TAP	09/29/2008	0837760	0809944002	2540C				799 MG/L	No MCL for this Analyte

Total Number of Records Fetched = 12