

**AGREEMENT BETWEEN THE CITY OF CORPUS CHRISTI AND ST. PAUL
WATER SUPPLY CORPORATION FOR POSSIBLE REMEDIATION ACTIVITIES
DUE TO THE EVANGELINE GROUNDWATER PROJECT**

This 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 St. Paul Water Supply Corporation, a Texas Nonprofit Corporation, acting by and through its board of directors, (“St. Paul WSC”). Corpus Christi and St. Paul WSC are sometimes referred to in this Agreement as “Parties” and individually as a “Party”.

WHEREAS, St. Paul WSC has two active wells located at 10441 County Road 2323, Sinton, San Patricio County, Texas: (1) Colton St/Old Well and (2) Colton St/New Well (“St. Paul WSC Wells”) shown **Exhibit A** to provide water to its customers;

WHEREAS, the St. Paul WSC Wells has a production capacity of 0.212 MGD with water quality consisting of chloride concentrations of 120 mg/l and TDS of 640 mg/l;

WHEREAS, Colton St/Old Well and was drilled in 1967 with a [REDACTED]-inch stainless steel pipe and screens to a depth of _____ ft;

WHEREAS, Colton St/New Well was drilled in 1995 with a [REDACTED]-inch stainless steel pipe and screens to a depth of _____ ft;

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

WHEREAS, Corpus Christi is developing a groundwater project east of the St. Paul WSC 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 ST. PAUL WATER SUPPLY CORPORATION, SAN PATRICIO COUNTY, 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. St. Paul WSC Responsibilities.

1.1 St. Paul WSC shall operate and maintain its wells and water system, including any improvements or additions that Corpus Christi may construct under this Agreement for St. Paul WSC’s water system.

1.2 St. Paul WSC shall notify Corpus Christi Water (CCW) of any of the following events:

- a. Mechanical failure of St. Paul WSC's systems;
 - b. Water quality differs significantly from the Baseline Water Quality;
 - c. Water quantity from any St. Paul WSC Well is less than 125 or 72 GPM.
- 1.3 Investigation. St. Paul WSC shall participate in any investigation of water quality or water quantity issues that St. Paul WSC deems attributable to the Evangeline Project.
- 1.4 Interconnect. Corpus Christi will construct an interconnection, including pipelines, valves and a meter, to Corpus Christi's Evangeline wellfield to provide emergency water to St. Paul WSC ("Interconnection").
- a. St. Paul WSC 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, St. Paul WSC shall use the Interconnection for 60 days at no cost. Beginning on day 61 until the Interconnection is turned off, St. Paul WSC shall pay the Corpus Christi's published raw water rate for all Interconnection water.
 - c. If the Interconnection is required due to the Evangeline project, St. Paul WSC 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 St. Paul WSC Wells.
- 1.5 Permits. St. Paul WSC shall obtain, at Corpus Christi'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 St. Paul WSC 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, St. Paul WSC is responsible for all costs to remedy the issue. St. Paul WSC 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 St. Paul WSC for any of the services provided pursuant to this Agreement shall be made out of current revenues available to such parties. All funding obligations of Corpus Christi under this Agreement are subject to the appropriation of funds in its annual budget.
- 4.2 Corpus Christi shall invoice St. Paul WSC for water used under section 1.4.b. and St. Paul WSC 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 St. Paul WSC 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

St. Paul WSC

Jack Bishop
Director
St. Paul WSC
10441 County Road 2323
Sinton, Texas 78387
361-424-2397

Corpus Christi Water

Nick Winkelmann
Interim Chief Operating Officer
NickW@cctexas.com
361-826-1796

Emergency Contact: Jose Sandoval
361-528-3512
361-533-4616 cell

- 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 Relationship of Parties. In performing this Agreement, Corpus Christi and St. Paul WSC 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.
- 4.9 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 St. Paul WSC, 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 boards 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.

- 4.10 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 St. Paul WSC have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF CORPUS CHRISTI

ST. PAUL WSC

Director of Engineering Services Date

Jack Bishop, Director Date

ATTEST:

City Secretary Date

APPROVED AS TO FORM:

Assistant City Attorney Date

EXHIBIT A

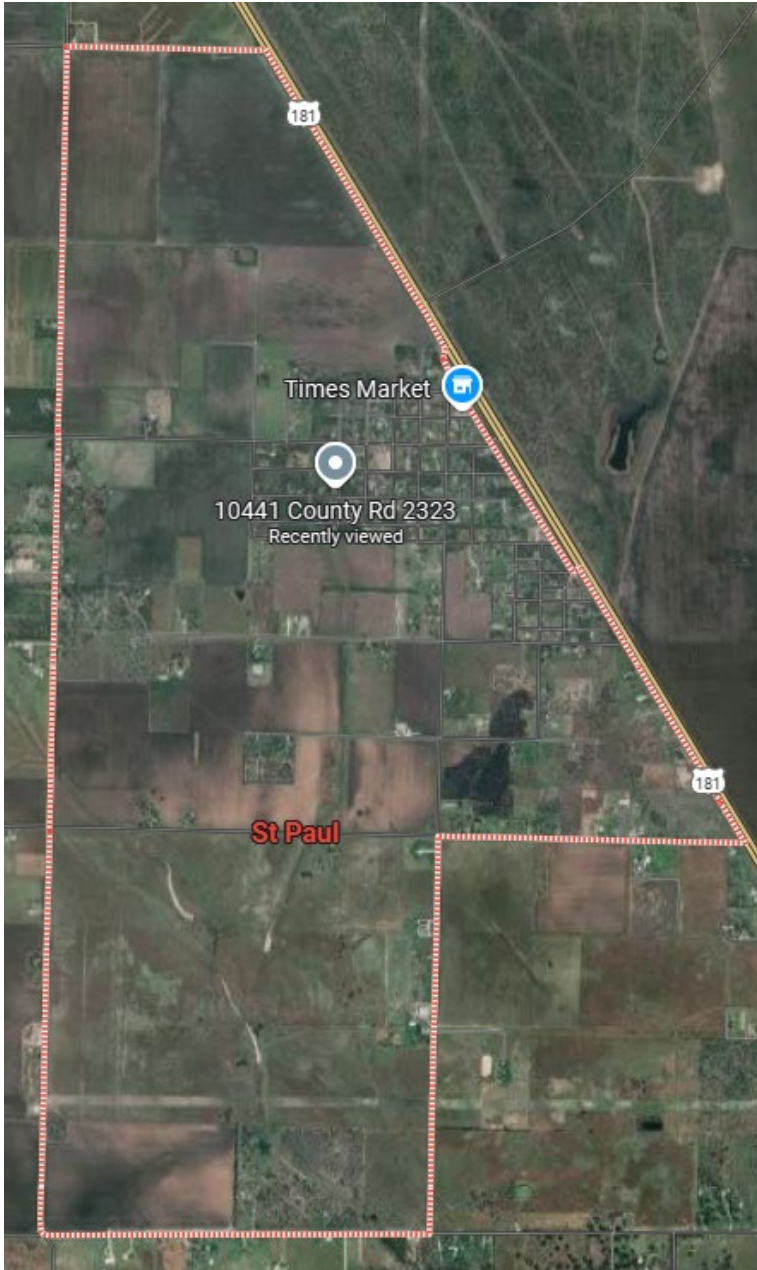


EXHIBIT B

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

Water System Detail Information			
Water System No.:	TX2050010	Federal Type:	C
Water System Name:	SAINT PAUL WSC	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)
1017	CHLORIDE	EP001	TRT-TAP	05/07/2025	2518159	AH25905	300.0				120 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP001	TRT-TAP	06/01/2022	2218161	AF98928	300.0				118 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP001	TRT-TAP	03/26/2019	1917735	AE59901	300.0				123 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP001	TRT-TAP	03/01/2016	1617914	AD26321	300.0				120 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP001	TRT-TAP	12/16/2013	1363242	AC37571	300.0				120 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP001	TRT-TAP	04/22/2009	0934881	AA97810	300.0				112 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP001	TRT-TAP	12/30/2006	0604059	0701018001	300.0				113 MG/L	No MCL for this Analyte
1017	CHLORIDE	EP001	TRT-TAP	08/20/2003		0308389-01	300.0				107 MG/L	No MCL for this Analyte

Total Number of Records Fetched = 8

Notes:

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

EXHIBIT B

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

Water System Detail Information			
Water System No.:	TX2050010	Federal Type:	C
Water System Name:	SAINT PAUL WSC	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	05/07/2025	2518159	AH25905	2540C				638 MG/L	No MCL for this Analyte
1930	TDS	EP001	TRT-TAP	06/01/2022	2218161	AF98928	2540C				637 MG/L	No MCL for this Analyte
1930	TDS	EP001	TRT-TAP	03/26/2019	1917735	AE59901	2540C				667 MG/L	No MCL for this Analyte
1930	TDS	EP001	TRT-TAP	03/01/2016	1617914	AD26321	2540C				655 MG/L	No MCL for this Analyte
1930	TDS	EP001	TRT-TAP	12/16/2013	1363242	AC37571	2540C				593 MG/L	No MCL for this Analyte
1930	TDS	EP001	TRT-TAP	04/22/2009	0934881	AA97810	2540C				631 MG/L	No MCL for this Analyte
1930	TDS	EP001	TRT-TAP	12/30/2006	0604059	0701018001	2540C				599 MG/L	No MCL for this Analyte

Total Number of Records Fetched = 7

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.