

**INTERLOCAL AGREEMENT BETWEEN CITY OF CORPUS CHRISTI AND NUECES  
COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #3**

This Interlocal Agreement is made and entered into this \_\_\_\_\_ day of July, 2018, by and between the City of Corpus Christi, a Texas home-rule municipal corporation hereinafter referred to as "City", and the Nueces County Water Control and Improvement District #3 ("District") under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code

**WITNESSETH:**

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

**WHEREAS**, the District and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, both the City and District represent to one another that each respective party has the authority to enter into this agreement and perform the obligations and duties stated herein;

**WHEREAS**, the District and the City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party; and

**NOW THEREFORE**, this contract is made and entered into by District and City in consideration of the aforementioned recitals and for the mutual consideration stated herein ("The Agreement"):

**1. PURPOSE OF AGREEMENT**

The purpose of the Agreement is for the City and the District to implement processes to assist with collection of City wastewater accounts in accordance with Title 30 Texas Administrative Code Section 291.88, Discontinuance of Service.

**2. DUTIES OF THE CITY**

- A. The City will provide the District with a database of City wastewater customers who are located within the service area of the District ("Master List").
  - B. The City will provide the District with an updated Master List as soon as information regarding new addresses or new customers is made available to the City.
  - C. The City will promptly notify the District of all new wastewater customers within the areas set forth in the District's Certificate of Convenience and Necessity.
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- D. The City will provide the District with a list of delinquent City wastewater accounts if the customer receives water service from the District, and request that the District disconnect water service. Prior to issuing request for disconnection of water service, the City shall provide notice of termination to the customer. Such notice shall be in conformity with Texas Administrative Code, Section 291.88, subsection (a), shown as Exhibit A.
- D. The City shall pay the District the fees for services provided by the District in accordance with Section 3 below within 30 days of receipt of invoice from the District.

3. **DUTIES OF THE DISTRICT**

- A. The District will read water meters for each of its customers that receives City wastewater service. The District will record and provide the readings to the manager of the City Utilities Billing Office no later than the 10th day of each month.
- B. In accordance with Title 30 of the Texas Administrative Code, Section 291.88, subsection (e), the District agrees to disconnect its customer's water service when the customer is reported as delinquent in payment of the City wastewater bill.
- C. The District shall invoice the City monthly for the services provided by the District under this agreement. The fee is \$1.50 per District water meter read by the District pursuant to this Agreement.
- D. The District shall maintain the confidentiality of any information provided or prepared under this Agreement, including but not limited to the confidentiality of the information provided in the Master List to the District and the meter readings. The District shall maintain the information provided or prepared under this Agreement in a secure location. The District shall require its employees to sign a statement acknowledging confidentiality of the information provided and prepared under this Agreement and the potential consequences for unauthorized disclosure of information. Should the District become aware of any unauthorized disclosure of information, the District shall immediately notify the City Director of Financial Services. These duties shall survive termination of this Agreement.

4. **PROCEDURE FOR SUSPENSION OR TERMINATION OF SERVICE**

- A. Upon a determination by City that a City wastewater customer is delinquent, the City will issue a notice of delinquency to said customer advising the customer that water service will be discontinued unless the delinquent account is brought current within ten days from the date of said notice (the "Delinquent Notice"). The City will provide a copy of said notice to the District.
  - B. If the delinquent account is not brought current on or before 10 days from the date of the Delinquent Notice, or if arrangements with the City to pay the delinquent account in a manner other than in full are not made, the City will provide a notice to the District, in a form approved by the parties, requesting that the District suspend water service to the customer (the "Suspension Notice"). Upon receipt of the Suspension Notice the District will cause the water service of the customer to be suspended. If the account is not paid in full within 15 days from the date that water service is suspended, then in that event the District will terminate the water service to the customer.
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- C. If service is suspended by the District pursuant to this Agreement, then, in that event, service can be reinstated upon the customer bringing the account current or making arrangements with the City to pay the delinquent account in a manner other than in full. Upon the customer bringing the account current or making arrangements with the City to pay the delinquent account in a manner other than in full the City will issue a receipt to the customer acknowledging the payment to the City. The customer will provide a copy of this receipt to the District and upon receipt the District will cause the water service to be reconnected.
- D. The customer will be responsible for the payment of all fees and charges imposed by the City by reason of the delinquency. The customer will pay all fees and charges imposed by the District pursuant to its stated policies for suspension of water service for failure to pay for water service, as now existing or as amended from time to time, prior to reconnecting the suspended water service.

5. **TERM AND TERMINATION**

This Interlocal Agreement shall have a one year term and shall be effective upon its date of execution by the last party to execute the Agreement. The agreement shall automatically renew for successive one-year terms. This agreement may be terminated at any time by either party upon ninety (90) days written notice to the other parties.

6. **NOTICE**

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be fax or deposit in the United States Postal Service, first class, return receipt requested to:

TO THE DISTRICT: Nueces County Water Control and Improvement District # 3  
Attn: District Manager  
501 East Main Street  
Robstown, TX 78380

TO THE CITY: The City of Corpus Christi  
Attn: Director of Financial Services  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

7. **APPORTIONMENT OF LIABILITY**

District and City agree that both District and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign governmental immunity available to either District or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

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8. **FISCAL FUNDING**

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

9. **VENUE**

Venue to enforce this Agreement shall lie exclusively in Nueces County, Texas.

10. **NONDISCRIMINATION**

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation.

11. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

12. **SEVERABILITY**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

13. **DEFAULT/WAIVER/MITIGATION**

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. **HEADINGS**

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

15. **NUMBER AND GENDER**

Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

16. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

17. **REMEDIES**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

18. **APPROVAL**

This Agreement is expressly subject to and contingent upon formal approval by City Council for the City and the Board of Directors for the District.

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IN WITNESS WHEREOF this Agreement has been executed on behalf of the District and the City of Corpus Christi in the manner provided by law.

**THE CITY OF CORPUS CHRISTI**

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Lisa Aguilar, Assistant City Attorney  
For the City Attorney

**NUECES COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT # 3**

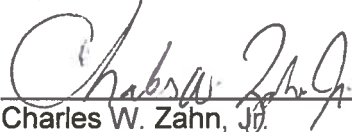
By:  \_\_\_\_\_

Name: Marcos Alaniz

Title: President

Date: July 9, 2018

Approved as to form:

 \_\_\_\_\_  
Charles W. Zahn, Jr.

Attorney for the Nueces County Water  
Control and Improvement District No. 3

## **EXHIBIT A**

**Texas Administrative Code  
Title 30. Environmental Quality  
Section 291.88 Discontinuance of Service**

a) Disconnection with notice.

(1) Notice requirements. Proper notice shall consist of a separate written statement which a utility must mail or hand deliver to a customer before service may be disconnected. The notice must be provided in English and Spanish if necessary to adequately inform the customer and must include the following information:

- (A) the words "termination notice" or similar language approved by the executive director written in a way to stand out from other information on the notice;
- (B) the action required to avoid disconnection, such as paying past due service charges;
- (C) the date by which the required action must be completed to avoid disconnection. This date must be at least ten days from the date the notice is provided unless a shorter time is authorized by the executive director;
- (D) the intended date of disconnection;
- (E) the office hours, telephone number, and address of the utility's local office;
- (F) the total past due charges;
- (G) all reconnect fees that will be required to restore water or sewer service if service is disconnected.
- (H) if notice is provided by a sewer service provider under subsection (e) of this section, the notice must also state:

- (i) that failure to pay past due sewer charges will result in termination of water service; and

- (ii) that water service will not be reconnected until all past due and currently due sewer service charges and the sewer reconnect fee are paid.

(2) Reasons for disconnection. Utility service may be disconnected after proper notice for any of the following reasons:

(A) failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement.

- (i) Payment by check which has been rejected for insufficient funds, closed account, or for which a stop payment order has been issued is not deemed to be payment to the utility.

- (ii) Payment at a utility's office or authorized payment agency is considered payment to the utility.

- (iii) The utility is not obligated to accept payment of the bill when an employee is at the customer's location to disconnect service;

(B) violation of the utility's rules pertaining to the use of service in a manner which interferes with the service of others;

(C) operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation;

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- (D) failure to comply with deposit or guarantee arrangements where required by §291.84 of this title (relating to Applicant and Customer Deposit);
  - (E) failure to pay charges for sewer service provided by another retail public utility in accordance with subsection (e) of this section; and
  - (F) failure to pay solid waste disposal fees collected under contract with a county or other public agency.
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