

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSION,
TEXAS AND AGUA SPECIAL UTILITY DISTRICT**

This Agreement is made by and between the **CITY OF MISSION, TEXAS**, hereinafter referred to as **City**, and **AGUA SPECIAL UTILITY DISTRICT**, hereinafter referred to as **Agua**, pursuant to the provisions of the Texas Interlocal Cooperation Act.

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas; and

WHEREAS Agua is a special utility district created and operating under Chapter 7201, Special District Local Laws Code, and Chapters 49 and 65 of the Texas Water Code, located in Hidalgo County, Texas; and

WHEREAS, Agua has advised City that it is preparing to do maintenance to its reservoir and has requested that City assist it in this endeavor by providing a City-operated Long Reach Excavator Cat 324E and one qualified City employee to perform the Work described in this Agreement; and

WHEREAS, the provision of the equipment and services described in this Agreement serves a legitimate public purpose of City, including protecting the regional water supply, drainage, flood control, and public health served by the reservoir, and City has determined that the compensation provided under this Agreement adequately compensates City for the equipment and services it will provide.

NOW, THEREFORE, City and Agua, in consideration of the following mutual covenants, agree as follows.

1. Provision and Control of Equipment. City shall provide its Long Reach Excavator Cat 324E (the "Excavator") and one qualified City employee to perform the work described in Exhibit A (the "Work") at the site described in Exhibit A (the "Work Site"). The Excavator is not leased, loaned, rented, or delivered into Agua's possession. City shall retain exclusive possession, custody, control, and operational authority over the Excavator and the City employee at all times. No Agua officer, employee, agent, or contractor may operate, move, board, service, fuel, or otherwise exercise control over the Excavator. Agua may identify the designated work area and desired result but shall not direct the means, methods, sequence, positioning, speed, or operation of the Excavator or the City employee. City may suspend or discontinue the Work immediately whenever City determines that site conditions are unsafe, the requested work exceeds the Excavator's capabilities, the Excavator requires inspection, maintenance, or repair, adverse weather affects safe operations, or the Excavator or employee is needed for City operations or an emergency, and such suspension or discontinuation shall not constitute

a breach of this Agreement. City's obligation to perform the Work shall commence on the start date set forth in Exhibit A and shall expire on the earliest of the outside expiration date set forth in Exhibit A, City's completion of the Work, or City's expenditure of the maximum working days or operating hours set forth in Exhibit A, unless extended by written amendment executed by both Parties.

2. Responsibility; Immunities. Each Party shall be responsible for its own acts and omissions and those of its officers, employees, agents, and contractors, to the extent provided by Texas law. Nothing in this Agreement shall be construed as a waiver or limitation of sovereign immunity, governmental immunity, official immunity, any defense, or any limitation of liability available under Chapter 101, Texas Civil Practice and Remedies Code, or other applicable law. Neither Party assumes responsibility for the acts or omissions of the other Party. Nothing in this Agreement creates a cause of action or a joint enterprise between the Parties.

3. Compensation. Agua shall pay City \$5,000.00 from current revenues legally available to Agua. The Parties find that this amount fairly compensates City for the services described in this Agreement. Agua represents that the required funds have been appropriated, are presently available, and have been encumbered for this Agreement. Payment shall be due before City mobilizes the Excavator to the Work Site. The payment is compensation for governmental services and is not rent for possession or use of the Excavator. The \$5,000.00 payment includes City employee wages, benefits, and overtime; Excavator operating cost and depreciation; fuel and lubricants; transportation, loading, unloading, and permits obtained by City; routine service and wear; and City's administrative and supervisory costs. If needed and agreed in writing between AGUA and City any overtime, additional operating hours, additional mobilization, extraordinary fuel consumption, or repairs attributable to the Work Site shall require additional payment by Agua.

4. Termination; Suspension; and Delay. City may immediately suspend or terminate this Agreement, in whole or in part, for unsafe conditions, equipment issues, weather, emergency response, staffing needs, or any City operational necessity. Agua may terminate this Agreement upon written notice to City but shall remain responsible for the agreed mobilization cost and for all services and costs incurred through demobilization, not to exceed contract price. Mechanical failure, weather, unsafe site conditions, permitting problems, or City emergencies shall not constitute a breach by City. City does not guarantee completion of the Work within any particular number of calendar days. This Agreement automatically expires on the outside expiration date set forth in Exhibit A, after the maximum operating hours set forth in Exhibit A, or upon City's completion of the Work, whichever occurs first, and no extension shall occur without a written amendment executed by both Parties. Agua shall not be entitled to a refund merely because the entire requested result was not achieved after City devoted the working days or operating hours set forth in Exhibit A.

5. Neither party may assign or delegate any right or duty under this Agreement without prior written approval of the other party.

6. Agua will comply with all laws, federal, state and local, applicable to the reservoir project, the Work Site, and Agua's responsibilities under this Agreement, and shall obey any other regulations of any municipal, county, state or federal authority in regard thereto.

7. This Agreement shall be construed without regard to the identity of the person or persons who drafted the provisions contained herein. Moreover, each and every provision of this Agreement shall be construed as if each party hereto participated equally in the drafting hereof as a result of the foregoing, any rule of construction that the document is to be construed against the drafting parties shall not be applicable to this Agreement.

8. Each party hereto is independent of the other and shall retain control over its employees and agents. Nothing in this agreement shall be deemed to create a partnership, agency, joint venture, employment, or landlord-tenant relationship.

9. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

10. Agreement inures to the benefit of and obligations only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

11. Any alterations, additions, or deletions to the terms of this Agreement will be by amendment hereto in writing and executed by both Parties to this Agreement.

12. The PARTIES agree that no waiver by any party of any breach of any provision herein shall be construed to be a waiver of any succeeding breach of the same provision or the nonperformance of any other obligation contained herein.

13. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon three (3) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto. Notwithstanding the foregoing, no termination or nonappropriation under this Section shall excuse a Party from paying for services, mobilization, or other obligations already incurred as of the effective date of termination, including the compensation required by Section 3 to the extent City has mobilized the Excavator.

14. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement, and contains all

of the covenants and agreements between the parties with respect to such subject matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.

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

16. Agua Responsibilities. Agua shall, at its sole cost and expense, be responsible for each of the following: (a) establishing and maintaining Agua's legal right of access to the reservoir and to all staging, access, and spoil-placement areas; (b) obtaining approval and authorization applicable to the reservoir project and the Work Site; (c) providing instructions concerning the intended result of the Work; (d) identifying and marking all underground utilities, overhead facilities, submerged structures, pipelines, and other obstructions at or affecting the Work Site; (e) providing stable access roads, staging areas, work pads, slopes, and embankments capable of safely supporting the Excavator; (f) providing any required traffic control, barricades, spotters, exclusion zones, security, and public-access restrictions; (g) lawfully disposing of all sediment, spoil, vegetation, debris, and other excavated material; (h) preventing Agua's personnel and contractors from entering the Excavator's operating radius; and (i) repairing, or reimbursing City for, direct physical damage to the Excavator caused by undisclosed site conditions, unmarked utilities, Agua's personnel or contractors, vandalism, or theft, excluding ordinary wear and damage caused by City's negligence. City is not providing engineering, surveying, environmental, design, geotechnical, inspection, or project-management services. City makes no representation or warranty that the Work will achieve any particular engineering, operational, storage-capacity, drainage, or environmental result. City may rely on the site information, markings, plans, and instructions furnished by Agua.

17. Authority to Execute. Each person executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of that Party and that this Agreement is binding upon that Party in accordance with its terms.

18. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when deposited, postage prepaid, in the United States mail, certified, return receipt requested, or when delivered personally or by a nationally recognized overnight courier, addressed as follows: if to City, City of Mission, Attn: City Manager, 1201 E. 8th St. Mission, Tx 78572, with a copy to the City Attorney, []; and if to Agua, Agua Special Utility District, Attn: General Manager, 3120 N. Abram Rd. 78572. Either Party may change its address for notice by giving written notice to the other Party.

19. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action arising out of or relating to this Agreement shall lie exclusively in Hidalgo County, Texas.

20. Authorization; Effective Date. This Agreement becomes effective only after authorization by the City Council of the City of Mission and the Board of Directors of Agua at duly posted public meetings and execution by each Party's authorized representative. The City Council authorized this Agreement on _____, and the Board of Directors of Agua authorized this Agreement on August 3rd, 2026 Agenda Item No. 14. The effective date of this Agreement is the date on which the last Party executes it.

Executed by each party on the day and year shown below.

CITY OF MISSION

Norie Gonzalez Garza, Mayor

Date

ATTEST:

Anna Carrillo, City Secretary

AGUA SPECIAL UTILITY DISTRICT



Jose Luis Ochoa, Jr.
President of the Board

8/3/2026
Date

ATTEST:



Gerardo Perez, Secretary

APPROVED AS TO FORM:

_____, City Attorney
City of Mission, Texas

EXHIBIT A
SCOPE OF WORK; WORK SITE; EQUIPMENT; AND TERM

1. Work Site address: 3120 N. Abram Rd., Palmview, TX 78572
2. Scope of Work. The Work consists of the following: sediment excavation, grading, and bank work. Excavation dimensions, depth limitations, and horizontal limits shall be as established by Agua's engineer or qualified representative and set forth here: area approximately 45,000 sq. ft. by 6'-8' in depth.
3. Equipment. City asset no. []; serial no. []; make and model: Caterpillar 324E Long Reach Excavator; approved attachment: []. City Public Works shall confirm in writing whether "60 feet" describes the boom, the total reach, or a modified configuration:
4. Term; Working Days and Hours. Start date: [TBD]. Outside expiration date: [TBD]. Maximum working days: 5 working days. Maximum operating hours: [40]. Completion occurs upon expiration of the allotted working days or operating hours, or City's completion of the Work, whichever occurs first, and not upon Agua's subjective satisfaction with the condition of the reservoir.
5. No Additional Work. No additional or materially different work shall be performed without a written amendment to this Agreement approved by the authorized representatives of both Parties.