

STATE OF TEXAS  
COUNTY OF HIDALGO

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

THIS agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") by and between by and between the CITY OF MISSION, TEXAS, (hereinafter referred to as the "City") and AGUA SPECIAL UTILITY DISTRICT (hereinafter referred to as "Agua SUD") and collectively referred to as the "Parties", pursuant to the provisions of the Texas Interlocal Cooperation Act (the "Act"), Chapter 791 et seq., Texas Government Code, as follows:

**WITNESSETH:**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services, and

**WHEREAS**, the City of Mission, Texas is a Texas Municipality and Home Rule City as set forth in VTCA Government Code§ 791.003 (4), and

**WHEREAS**, Agua SUD, is a special utility district in Hidalgo and Starr Counties created under and essential to accomplish the purposes of Section 59, Article XVI, Texas Constitution and operating in accordance with Chapter 7201, Special District Local Laws Code, and Chapters 49 and 65, Water Code; and

**WHEREAS**, the City of Mission sanitary sewer trunkline along Inspiration Road has reached maximum capacity during storm events due to infiltration; and

**WHEREAS**, Lift Station Number 10 currently discharges over 2 MGD of wastewater into the Inspiration Road sanitary sewer trunkline and this flow is contributing to the trunkline reaching maximum capacity; and

**WHEREAS**, the City has determined that rerouting a portion, up to 500 thousand gallons (kgal) per day of the effluent flow coming from City of Mission Lift Station Number 10 to the Agua SUD P2 Lift Station located on La Homa Road will offset the flow from the trunkline and allow it to be more manageable to maintain; and

**WHEREAS**, Agua SUD has agreed to reroute the effluent flow from Lift Station Number 10 through their system and ultimately discharge at the City of Mission Wastewater Plant; and

**WHEREAS**, Agua SUD and the City agree that it is mutually beneficial to both entities and that this will ensure the public health and safety of the community.

**WHEREAS**, the Parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments from current revenues legally available to each party.

**NOW THEREFORE**, for an in consideration of the foregoing mutual benefits, covenants, and agreements herein expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, Agua SUD and City agree as follows:

**AGREEMENT:**

- 1. Recitals:** The recitals set forth above are true and correct and are incorporated herein by reference for all purposes.
- 2. Purpose:** The purpose of this Agreement is to reroute the City of Mission's Lift Station Number 10 as identified under Exhibit A, attached hereto.
- 3. Effectiveness and Duration:** This Agreement shall begin and be effective on \_\_\_\_\_, 2025. For this Agreement to be effective, it must be approved at a public meeting and properly executed by the City and Agua SUD, and their respective Board and/or Council.

This Agreement shall be effective for an initial term of five (5) years. Following this initial period, this Agreement shall be extended by up to two (2) additional five (5) year periods, unless on or before 60 days before the expiration of the initial term or one of the extension periods, the City or Agua SUD provide to the other party written notice of its desire to not automatically renew this Agreement.

**4. Installation and Maintenance:**

4.1. Agua SUD agrees to reroute up to 500 kgal per day of effluent from Lift Station Number 10 to the Agua SUD P2 Lift Station with the effluent flow ultimately discharging at the City of Mission Wastewater Treatment Plant.

4.2 Agua SUD agrees to perform all rerouting work and to accept all obligations for the maintenance of the Lift Station on La Homa Road and acknowledges that from the Effective Date until the termination of this Agreement, the City shall have no obligation to maintain, operate, or provide any services relating to the P2 Lift Station. Notwithstanding the foregoing, in the event of an emergency that has or is likely to result in effluent capacity without performing emergency repair or maintenance, City agrees to coordinate with Agua SUD on the repair and assist by providing necessary and available equipment and labor, as mutually agreed to by the Parties.

4.3 City agrees to accept all responsibilities for the maintenance of its Wastewater Treatment Plant.

4.4 Service Rates: Throughout the term of this Agreement, Agua SUD shall charge the City for Wastewater reroute services at a set rate of \$1.089 per thousand gallons (\$1.089 per 1,000 gallons) on a monthly basis.

4.4 **Maintenance Recovery Cost:** Throughout the term of this Agreement, Agua SUD shall charge the City for Recovery Cost of Agua SUD wastewater collection system of a depreciation fee of \$10,000.00 per year.

4.5 **Reduction in Wastewater Treatment Cost.** City agrees to subtract the measured amount of wastewater effluent rerouted from Lift Station Number 10 to the Agua SUD P2 Lift Station from the total amount of wastewater treatment invoiced by the City to Agua SUD for wastewater treatment.

**5. Nature of Relationship.** Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. No provision contained in this agreement, nor any acts of the Parties hereto shall be deemed to create any relationship between City and Agua SUD other than what is specifically described within the agreement.

**6. Immunities.** The parties to this Agreement agree that each party, each through its officials, employees, and agents, shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of the event permitted under this Agreement, without waiving any sovereign or governmental immunity available to any party 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.

**7. Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**8. Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and Agua SUD, and not otherwise.

**9. TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

**10. Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices,

demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:                      City of Mission  
Mike R. Perez, City Manager  
1201 E. 8<sup>th</sup> St  
Mission, Texas 78572

With Copy to:  
City Attorney's Office  
Patricia A. Rigney, City Attorney  
1201 E. 8<sup>th</sup> St  
Mission, Texas 78572

If to AGUA SUD:              Agua SUD  
Roberto Salinas, General Manager  
P.O. Box 4379  
Mission, Texas 78575-0075

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

- 11. Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 12. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 13. Assignment:** This Agreement shall not be assignable.
- 14. Headings.** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- 15. Authority to Execute.** The execution and performance of this Agreement by the City and Agua SUD have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and Agua SUD in accordance with its terms.

**WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.**

**APPROVED BY AGUA SUD SPECIAL UTILITY DISTRICT ON June 17, 2025.**

**AGUA SUD SPECIAL UTILITY DISTRICT**

  
\_\_\_\_\_  
Jose Luis Ochoa, Jr., President

**ATTEST:**  
  
\_\_\_\_\_  
Roberto Salinas, General Manager

**APPROVED BY THE MISSION CITY COUNCIL ON \_\_\_\_\_, 2025.**

**Agenda Item No. \_\_\_\_\_**

**CITY OF MISSION:**

\_\_\_\_\_  
NORIE GONZALEZ-GARZA, MAYOR

**ATTEST:**

\_\_\_\_\_  
Anna Carillo, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Patricia A. Rigney, City Attorney





Inspiration Road Trunk Masterplan - Lift Station 10 Reroute