

**INTERLOCAL AGREEMENT
BETWEEN
NEW BRAUNFELS UTILITIES, CITY OF NEW BRAUNFELS,
AND
GUADALUPE-BLANCO RIVER AUTHORITY
FOR ONE WATER PROGRAM**

This **INTERLOCAL AGREEMENT** (this “Agreement”) is made and entered into by **NEW BRAUNFELS UTILITIES**, a municipally owned utility (“NBU”), **CITY OF NEW BRAUNFELS**, a Texas home rule city (the “City”), and **GUADALUPE-BLANCO RIVER AUTHORITY**, a conservation and reclamation district created under Article 16, Section 59 of the Texas Constitution (“GBRA”) (individually referred to as “Party” or collectively referred to as the “Parties”), and in this regard hereto mutually agree and state the following:

RECITALS

WHEREAS, the Parties seek to engage in an integrated planning and implementation approach to manage finite water resources for long-term resilience and reliability, meeting both community and ecosystem needs (“One Water”) in the New Braunfels community;

WHEREAS, the Parties seek to establish a One Water Working Group (the “OWWG”) for continued development of their shared vision and implementation of the New Braunfels One Water Roadmap (the “Roadmap”), which was developed jointly by the Parties, and is attached hereto as Attachment 1 and incorporated herein for all purposes;

WHEREAS, the primary purpose of the New Braunfels One Water Program (the “Program”) is to ensure water remains a celebrated and protected feature of the New Braunfels community by collaboratively managing water resources to safeguard watersheds, waterways, and groundwater;

WHEREAS, the OWWG issued a One Water Roadmap Report, attached hereto as Attachment 2 and incorporated herein for all purposes, outlining foundational principles and recommendations for the Program;

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes local governments to enter into contracts to increase the efficiency of certain governmental functions in which the Parties are mutually interested; and

WHEREAS, the Parties agree that managing water resources is a governmental function in which the Parties are mutually interested.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

AGREEMENT

I. Purpose.

The Parties agree to establish the Program jointly to advance the framework and activities of the Roadmap. The Parties further agree to create a One Water Advisory Committee (the “OWAC”) whose duties are described in Section III.

The Parties agree to continue the work of the OWWG whose duties are described in Section IV.

II. Responsibilities of the Parties.

(A) NBU will perform the following:

1. administer the Program Fund;
2. maintain all documents, records, and other evidence regarding implementation of this Agreement;
3. provide meeting space for OWWG and OWAC meetings and programs;
4. appoint one (1) member and one (1) alternate member to the OWAC;
5. appoint one or more staff members to serve as a member or members, as needed, of the OWWG to support work of the OWWG and subcommittees;
6. supply a One Water Coordinator (“Coordinator”) whose duties are described in Section V;
7. provide in-kind services, including but not limited to the following:
 - a. provide in-kind NBU Purchasing Department assistance with any statutorily required competitive solicitation;
 - b. provide in-kind NBU Legal Department assistance with any required contract negotiation; and
 - c. provide in-kind accounting and audit assistance with any fund management or administration; and
8. provide funding in the amount of \$50,000 within thirty (30) days of the Effective Date of this Agreement and each year thereafter as described in Section X for the purpose of funding the Program Fund.

(B) City will perform the following:

1. appoint one (1) member and one (1) alternate member to the OWAC;
2. appoint one or more staff to serve as a member or members, as needed, of the OWWG to support work of the OWWG and committees;
3. provide in-kind services, as requested; and
4. provide funding in the amount of \$50,000 within thirty (30) days of the Effective Date of this Agreement and each year thereafter as described in Section X for the purpose of funding the Program Fund.

(C) GBRA will perform the following:

1. appoint one (1) member and one (1) alternate member to the OWAC;
2. appoint one or more staff to serve as a member or members, as needed, of the OWWG to support work of the OWWG and committees;
3. provide in-kind services, as requested; and
4. provide funding in the amount of \$10,000 within thirty (30) days of the Effective Date of this Agreement and each year thereafter as described in Section X for the purpose of funding the Program Fund.

III. Responsibilities of the OWAC.

(A) OWAC responsibilities include but are not limited to the following:

1. revising the Roadmap, as necessary;
2. providing strategic guidance on the Program and to the OWWG;
3. determining appropriate use of money in the Program Fund and approving the Program budget for purposes aligned with the Roadmap and as recommended by the OWWG;
4. reporting to governing bodies of the Parties a minimum of once within 30 days of the Effective Date of this Agreement for year one and within 30 days of the anniversary of the Effective Date in subsequent years;
5. engaging in public outreach to advance the Program; and
6. holding no fewer than two OWAC meetings annually.

(B) OWAC will attempt to make decisions by consensus. When consensus cannot be reached, a vote by two members will approve a decision.

(C) OWAC members shall not be compensated.

IV. Responsibilities of the OWWG.

(A) Responsibilities of the OWWG include but are not limited to the following:

1. gathering and sharing information on best practices for integrated water planning and management;
2. creating committees, as needed, to advance the Program;
3. evaluating strategies and progress on the Roadmap;
4. making recommendations to OWAC regarding Shared Projects for the Parties, changes to Roadmap strategies, and use of Program Fund money;
5. presenting to the OWAC bi-annually or more as is required;
6. engaging in public outreach to support the Program; and
7. attending no fewer than two OWWG meetings annually at agreed upon location.

(B) OWWG members shall not be compensated.

V. One Water Coordinator.

(A) The duties of the Coordinator will include the following:

1. serving as primary point of contact between the Parties and the Program;
2. managing the day-to-day responsibilities of the Program;
3. cooperating with, coordinating, and generally supporting the activities and decision-making processes of the OWAC, OWWG, and additional committees;
4. preparing and providing reports as may be needed for OWAC and OWWG operations;
5. identifying and applying for grant funding to support the Program activities; and
6. managing and administering the Program's annual budget; directing the forecast of additional funds needed for staffing, consultants, contractors, equipment, materials, and supplies.

(B) NBU shall be solely responsible for all decisions as it relates to staff evaluation, hiring, promotion, discipline, and other matters in connection therewith for the Coordinator; provided, however, the OWWG and OWAC may provide input as to performance metrics and evaluation of the Coordinator as requested by NBU.

VI. Initial Term. This Agreement shall be for an initial term of three (3) years beginning on October 1, 2023 (the "Effective Date").

VII. Extension of Term. The Parties shall evaluate the progress of the OWWG at the end of the term of this Agreement. The Parties may agree in writing to extend the term of this Agreement for up to three (3) additional three (3) year terms. All references herein to the term of this Agreement shall include the term as it is extended from time to time as provided in this Agreement.

VIII. Notices. Except as otherwise provided herein, any notices or demands that are required by law or provided under the terms of this Agreement shall be given or made in writing and shall be given by hand delivery, first-class mail, or email, and addressed to the respective parties set forth below. Such notices shall be deemed to have been given when delivered. Every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to NBU: New Braunfels Utilities
 ATTN: Director of Customer Solutions
 263 Main Plaza
 New Braunfels, TX 78130
 srichards@nbutexas.com

With a copy to:

General Counsel
New Braunfels Utilities
263 Main Plaza
New Braunfels, TX 78130

If to City: City of New Braunfels
ATTN: Planning & Development Services Director
550 Landa Street
New Braunfels, TX 78130
clooney@newbraunfels.gov

With a copy to:

City Attorney
City of New Braunfels
550 Landa Street
New Braunfels, TX 78130

If to GBRA: Guadalupe-Blanco River Authority
ATTN: General Manager/CEO
2225 E. Common Street
New Braunfels, Texas 78130
GM@gbra.org

Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

IX. Termination. This Agreement may be terminated at any time, with or without cause, by any Party by providing at least sixty (60) days written notice to the other Parties. If any Party terminates the Agreement, the remaining parties may work together to determine proper transition and restructuring, including entering into a new agreement. The terminating Party's contributions to the Program shall remain part of the Program Fund to be allocated by the remaining Parties in accordance with the Roadmap.

X. Funding.

(A) Each Party shall pay its financial commitment annually to the Program Fund that will be administered by NBU.

1. Payment shall be made within 30 days of the Effective Date of this Agreement for year one and within 30 days of the anniversary of the Effective Date in subsequent years.

(B) Any payment made by or financial obligation of any Party for the performance of governmental functions or services under this Agreement shall be made from current revenues available to the paying Party, in accordance with Texas Government Code Section 791.011(d). Payments shall be made payable to NBU. NBU is authorized to deposit all funds received from the Parties pursuant to this Agreement in applicable bank accounts

and is authorized to spend such Program Fund money to implement the Program in accordance with the budget approved by OWAC.

(C) The Program Fund money shall be used to cover costs associated with executing activities of the Program and in accordance with the Roadmap. Funds shall only be used for projects and activities that benefit two or more of the Parties.

(D) Parties shall provide a record of in-kind contributions to the Coordinator on an annual basis for record keeping.

(E) The OWWG will develop and submit an annual budget for the Program to the OWAC for review and adoption.

(F) The Program Fund will be reported in NBUs annual financial report and audited annually.

(G) The OWAC will review Program Fund financial reports a minimum of twice annually.

(H) To further the purpose of cooperative administration of the activities described within this Agreement, NBU agrees, if requested, to make documents and record materials associated with expenditures under this Agreement available to each Party, upon reasonable notice, and as often as each Party may require for purpose of inspection, examination, and/or copying of documents and materials.

(I) The Coordinator shall pursue other sources of funding including, but not limited to, federal, state, and non-profit grants. Any awarded funding shall be deposited by NBU into the Program Fund. The OWAC will provide input to the Coordinator regarding funding sources from time to time.

XI. Appropriation of Funds. This Agreement is subject to appropriation of funds. The provisions of this Agreement for payment of funds by the Parties shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The obligation of the Parties to make any payment pursuant to this Agreement is a current expense of each Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Party. If sufficient funds are not appropriated by any Party to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year of that Party and the other Parties shall be relieved of any subsequent obligation under this Agreement.

XII. Recitals. The recitals to this Agreement are incorporated herein for all purposes as matters of contract and not mere recitals.

XIII. Entire Agreement/Amendment. This Agreement cannot be modified except by a written modification executed by all Parties in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to

include the plural, if applicable. This Agreement contains all agreements, promises and understandings between Parties, and no verbal or oral agreements, promises, statements, assertions or representations by Parties or any employees, agents, contractors or other representatives of either, shall be binding upon Parties.

XIV. Governmental Functions. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by a governmental entity.

XIII. Governing Law; Survival. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Comal County, Texas. The terms of this Agreement which are reasonably intended to survive the termination of this Agreement in order to fulfill the purposes of this Agreement shall survive such termination to the limited extent necessary to fulfill such purpose.

XIV. Texas Public Information Act. The Parties recognize that the Program is subject to the disclosure requirements of the Texas Public Information Act (the "PIA"). As part of its obligations within this Agreement, the Parties agree, at no additional cost to the Program, to cooperate with the Program and other Parties for any particular needs or obligations arising out of obligations under the PIA.

XV. Binding Effect. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the Parties hereto, their respective legal representatives, successors, and assigns.

XVII. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

XVIII. Authority. Each party warrants that this Agreement has been authorized by its governing body, in accordance with Chapter 791 of the Texas Government Code.

(The remainder of this page is left blank intentionally.)

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have read and executed this Agreement.

NBU: NEW BRAUNFELS UTILITIES,
a Texas municipally owned utility

By: _____
Print Name: Ian Taylor
Its: Chief Executive Officer
Date: _____

City: CITY OF NEW BRAUNFELS,
a Texas home rule city

By: _____
Print Name: Robert Camareno
Its: City Manager
Date: _____

GBRA: GUADALUPE-BLANCO RIVER AUTHORITY,
a Texas conservation and reclamation district

By: _____
Print Name: Darrell Nichols
Its: General Manager/CEO
Date: _____

Attachment 1

Attachment 2