



Control Number: 44200



Item Number: 14

Addendum StartPage: 0

House Bill (HB) 1600 and Senate Bill (SB) 567 83rd
Legislature, Regular Session, transferred the functions
relating to the economic regulation of water and sewer
utilities from the TCEQ to the PUC effective
September 1, 2014

RECEIVED

**INTERLOCAL AGREEMENT BETWEEN THE GUADALUPE-BLANCO RIVER
AUTHORITY AND THE VILLAGE OF WIMBERLEY**

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PUBLIC UTILITY COMMISSION
FILING CLERK

STATE OF TEXAS §
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COUNTY OF HAYS §

This Interlocal Agreement ("Agreement") is entered into as of the 2nd day of April, 2002 (the "Effective Date") by and between the GUADALUPE-BLANCO RIVER AUTHORITY ("GBRA") a conservation and reclamation district and political subdivision of the State of Texas created pursuant to Article XVI, Section 59 of the Texas Constitution by special act of the Legislature formerly compiled at Article 8280-106, Vernon's Annotated Civil Statutes and the VILLAGE OF WIMBERLEY, Texas ("WIMBERLEY"), each organized and existing under Texas law and acting in a lawful manner through their authorized representatives.

RECITALS

WHEREAS, WIMBERLEY and the GBRA desire to enter into an interlocal cooperation agreement in accordance with the terms and provisions of Chapter 791, Texas Govt. Code ("Interlocal Cooperation Act"); and

WHEREAS, Texas law allows governmental entities to enter into interlocal agreements to increase the efficiency and effectiveness of local governments by authorizing them to contract with one another; and

WHEREAS, WIMBERLEY has applied for a Certificate of Convenience and Necessity ("CCN") to provide retail sewer service for the residents and businesses within the requested area covered by the CCN; and

WHEREAS, WIMBERLEY desires to have the GBRA develop, design, finance, construct, permit, operate and maintain sewer facilities on behalf of WIMBERLEY; and

WHEREAS, WIMBERLEY has determined that contracting with the GBRA to operate and maintain sewer facilities on behalf of WIMBERLEY will increase the efficiency and effectiveness of the retail sewer service provided to its residents and businesses; and

WHEREAS, the GBRA has reviewed the needs of WIMBERLEY and determined that it can efficiently and effectively develop, design, finance, construct, permit, operate and maintain sewer facilities in the service area of WIMBERLEY's CCN; and

WHEREAS, WIMBERLEY and the GBRA have heretofore entered into that certain agreement dated April 2, 2002 (the "Operating Agreement") wherein GBRA has agreed to develop, design, finance, permit, construct, operate and maintain a sewer

system to provide retail sewer service to residents and businesses located with WIMBERLEY's CCN service area.

WHEREAS, WIMBERLEY's City Council has reviewed and voted to accept the terms of this Agreement by a duly constituted quorum of the City Council at a properly noticed and called meeting of the City Council; and

WHEREAS, the Board of Directors of the GBRA has reviewed and voted to accept the terms of this Agreement by a duly constituted quorum of the GBRA Board at a properly noticed and called meeting of the GBRA Board.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Definitions

"WIMBERLEY". The term WIMBERLEY refers to Village of Wimberley, the City Council of the Village of Wimberley and any and all officers and/or employees of the Village of Wimberley.

"CCN" or "Certificate of Convenience and Necessity". The terms CCN and Certificate of Convenience and Necessity refer to the CCN permit requested and to be issued by the Texas Natural Resource Conservation Commission to WIMBERLEY for the provision of retail sewer service to the Customers within the territorial boundaries of the CCN.

"Customer". The term Customer generally refers to any residential or business user of retail sewer service within the service area of WIMBERLEY's CCN.

"Services". The term Services refers to the retail sewer service provided by the GBRA to WIMBERLEY in accordance with the Operating Agreement.

2. Commitments of the GBRA

- (a) In consideration of the mutual covenants contained herein, and upon approval of the Operating Agreement by GBRA and WIMBERLEY, GBRA will, in accordance with the terms and conditions of said agreement, develop, design, finance, permit and construct any and all capital improvements necessary to own, operate and maintain sewer facilities for WIMBERLEY and to provide retail sewer service to Customers within the service area of WIMBERLEY's CCN.
- (b) GBRA agrees to support WIMBERLEY's Application for a CCN with technical and legal support services; provided, however, GBRA shall have

the right to provide input to WIMBERLEY on all material issues relating to WIMBERLEY's Application for a CCN and should WIMBERLEY and GBRA fail to reach agreement on any such material issue, GBRA shall have the sole and exclusive right and discretion to withdraw its legal and technical support services of WIMBERLEY's Application for a CCN.

3. **Commitments of WIMBERLEY**

In consideration of the mutual covenants contained herein, and in accordance with the terms and conditions of the Operating Agreement, WIMBERLEY hereby agrees to provide GBRA with the exclusive right to service any and all Customers within the service area of WIMBERLEY's CCN for the provision of Services for so long as this Agreement and the Operating Agreement are in effect.

4. **Compensation**

Compensation paid by WIMBERLEY and Customers to GBRA for the development, design, financing, permitting, construction, operation and maintenance of the sewer facilities shall be in accordance with the Operating Agreement.

5. **Term of the Agreement**

The term of this Agreement shall commence on the Effective Date and continue in effect for so long as the Operating Agreement remains in effect.

6. **Termination of the Agreement**

Neither Party shall have the right to terminate this Agreement for so long as the Operating Agreement remains in effect. This Agreement shall terminate upon the termination of the Operating Agreement.

7. **Indemnification**

ONLY TO THE EXTENT PERMITTED BY TEXAS LAW, EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY, ITS OFFICIALS, OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES, BOTH PRESENT AND FUTURE, FROM ANY CLAIMS, EXPENSES, COSTS (INCLUDING, BUT NOT LIMITED TO, ALL COSTS OF DEFENSE, SUCH AS FEES AND CHARGES OF ATTORNEYS, EXPERT WITNESSES AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS), DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS OR LIABILITY OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR BODILY INJURY, DEATH AND PROPERTY DAMAGE WHICH MAY ARISE FROM THE NEGLIGENT OPERATION OF THE SEWER FACILITIES. THIS

INDEMNIFICATION OBLIGATION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

8. No Liability for Torts

Each Party to this Agreement agrees that it shall have no liability for the actions or omissions of the employees, agents, or trustees of the other Party, and each Party is solely responsible for the actions and omissions of its own employees, trustees, or agents. Each Party specifically waives any claim, obligation, or cause of action for the tortious conduct of the other Party.

9. Amendments to Agreement

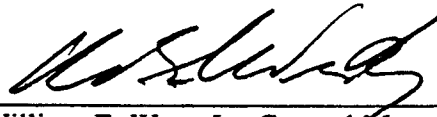
This Agreement can only be amended in writing by mutual agreement of the Parties.

10. Severability

All provisions to this Agreement are declared to be severable, in the event that any one section or provision is held to be illegal or unconstitutional.


IN WITNESS WHEREOF, the undersigned Village of Wimberley, Texas and the Guadalupe-Blanco River Authority hereto, through their authorized representatives, execute this Interlocal Agreement in duplicate.

GUADALUPE-BLANCO RIVER AUTHORITY

By: 
William E. West, Jr., General Manager

Date: 4/15/02

VILLAGE OF WIMBERLEY, TEXAS

By: 
Linda Hewlett
Mayor

Date: April 2, 2002

STATE OF TEXAS

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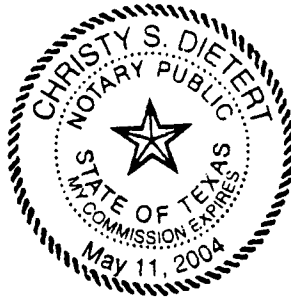
COUNTY OF GUADALUPE

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BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared William E. West, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the GUADALUPE-BLANCO RIVER AUTHORITY, a conservation district and political subdivision, and that he executed the same as the act of such conservation district and political subdivision for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of April, 2002.



Christy S. Dietert
Notary Public
The State of Texas

STATE OF TEXAS

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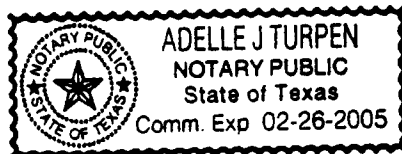
COUNTY OF HAYS

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Linda Hewlett known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Village of Wimberley, and that she executed the same as the act of the Village of Wimberley for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of April, 2002.



Adelle J. Turpen
Notary Public
The State of Texas

AFFIDAVIT

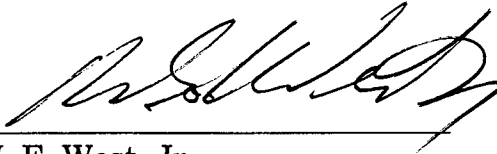
STATE OF TEXAS §

COUNTY OF GUADALUPE §

BEFORE ME, the undersigned authority on this day personally appeared *W. E. West, Jr.*, General Manager of the Guadalupe-Blanco River Authority, who after being by me, duly sworn upon his oath, deposed and said:

My name is *W. E. West, Jr.* I am the General Manager of the Guadalupe-Blanco River Authority, and the custodian of the records of the Guadalupe-Blanco River Authority. Attached hereto is the Interlocal Agreement between the Guadalupe-Blanco River Authority and the Village of Wimberley dated April 2, 2002. These records are kept at the Guadalupe-Blanco River Authority, 933 East Court Street, Seguin, Texas. The records attached hereto are exact duplicates of the original.


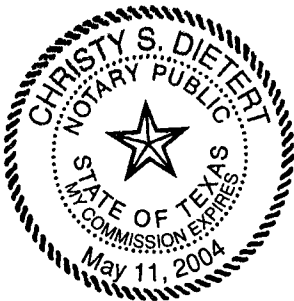
DATED this 18th day of April 2002.



W. E. West, Jr.
General Manager
Guadalupe-Blanco River Authority

(SEAL)

SUBSCRIBED AND SWORN TO before me on this 18th day of April 2002, by Christy S. Dietert, Notary.



Christy S. Dietert
Notary Public, State of Texas