

Edwards Aquifer Protection Program Interlocal Cooperation Contract

This Interlocal Cooperation Contract (Contract) is between the Edwards Aquifer Authority (EAA) and the City of San Antonio (City) as of the date of the last of the signatures on this Contract.

Predicate Facts

The EAA is a conservation and reclamation district created under Article XVI, Section 59, Texas Constitution, pursuant to the Edwards Aquifer Authority Act (Act), Act of May 30, 1993, 74th Leg. R.S., Ch. 626, §§ 1.02(a) and 1.06(b), 1993 Tex. Sess. Laws 2350, as amended;

Under Sections 1.08(a) and 1.14(a)(1) of the Act, the EAA is charged with protecting the quality of the groundwater within the Edwards Aquifer (Aquifer);

Among the strategies to protect the quality of the Aquifer is to acquire lands on the recharge and contributing zones of the Aquifer that have not yet been developed in order to: (1) protect sensitive recharge features from removal, damage, or degradation, (2) protect the quality of the surface water originating on the lands; and (3) improve the opportunity for the surface water with the highest water quality practicable to enter the Aquifer through recharge features;

Under Section 1.11(d)(2) of the Act, and other applicable law, the EAA is authorized to enter into contracts;

The City is a home-rule municipality;

The City operates and implements an Edwards Aquifer Protection Program (EAPP);

From time to time under the EAPP, the City acquires conservation easements and fee interests on lands located on the recharge or contributing zones with the primary purpose of protecting the quantity and quality of recharge into the Aquifer.

The City desires to delegate to the EAA certain responsibilities of the EAPP;

Both the EAA and the City are “local governments” as defined in the Interlocal Cooperation Act, Section 791.003(4), TEX. GOV’T CODE;

The activities sought to be transferred are “governmental functions and services” as defined in the Interlocal Cooperation Act, Section 791.003(4), TEX. GOV’T CODE, and each party to this Contract has the legal authority to perform these functions individually;

The EAA and City have the right to enter into this Contract pursuant to the Interlocal Cooperation Act, Ch. 791, TEX. GOV’T CODE; and

The EAA and the City represent to each other that the respective governmental bodies of each entity have duly authorized it to enter into this Contract.

Both parties intend for this agreement to substitute in all things the previous agreement adopted by City Council on December 8, 2016.

Rights and Obligations

Now, therefore, in consideration of the above and the mutual covenants, terms, and conditions contained herein, and pursuant to the authority given to the parties under the Interlocal Cooperation Act, Ch. 791, TEX. GOV'T CODE, the parties agree as follows:

1.0 PURPOSE.

This Contract sets out the terms and conditions delegating to the EAA certain functions which would otherwise be performed by the City under the EAPP.

2.0 TERM; TERMINATION.

This Contract begins October 1, 2021, and terminates on September 30, 2026. Either party may terminate this Contract for any reason at any time by giving 90-days' prior written notice to the other party.

3.0 DUTIES OF THE EAA; EAPP PROPERTIES.

- 3.1. The EAA agrees to assist the City in implementing the EAPP by performing the functions set out in Exhibit A, and all other functions reasonably incident thereto, except as expressly reserved by the City.
- 3.2. The EAPP properties the City has at the inception of this Contract are identified in Exhibit B. EAPP properties acquired after the inception of this Contract are nevertheless subject to this Contract to the same extent as they would be if listed on Exhibit B.

4.0 RIGHTS AND DUTIES OF THE CITY.

- 4.1. The City reserves the following rights:
 - a) To have all proposed EAPP acquisitions reviewed by its Conservation Advisory Board for a recommendation as to whether to proceed.
 - b) To have City Council make a final determination as to whether to obtain a proposed acquisition.
 - c) To coordinate with the EAA and review EAPP operations.
 - d) To designate legal counsel who will assist the Land Acquisition Team in the negotiation, due diligence, and document preparation for proposed acquisitions, to the extent the legal counsel are paid from EAPP funds.

- e) To exercise all monitoring rights granted to the City under an easement.
 - f) To grant or withhold any consents of the City required under an easement.
 - g) To establish enforcement protocol on all conservation easements.
- 4.2. The City will execute appropriate documents and take other steps to enable the EAA to enter EAPP properties at all times necessary for the EAA to perform its functions under this Agreement, as may be allowed by the conservation easements.
- 4.3. The City will supply the EAA with all maps, documents, records, or other information in the City's possession that, in the EAA's judgment, are necessary for it to perform its functions under this Contract.
- 4.4. The City will advise the EAA in writing of any known hazardous or dangerous conditions on any of the EAPP properties prior to the EAA's first entry on any of the properties, other than hazards and conditions ordinarily expected in property of a similar nature in the general area.

5.0 ASSIGNMENT; SUBCONTRACTING.

Without the prior written consent of the City, the EAA may not assign or otherwise subcontract to a third party the functions transferred to it under this Contract.

6.0 COST SHARING.

- 6.1. The total cost of the tasks covered by this Contract are estimated to be \$2,461,410.00.
- 6.2. Geologic Evaluations and Conservation Easement Monitoring ("EAPP Services"). The City and the EAA agree to share the overall cost of EAPP Services, as defined in this Section and as further described in Exhibit A, for the duration of the Contract. The City agrees to pay the EAA \$246,141.00 on an annual basis.
- 6.3. The following table summarizes the shared and total costs for EAPP Services:

EAPP Services						
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL
EAA Share	\$190,504	\$216,703	\$244,474	\$273,911	\$305,114	\$1,230,705
City Share	\$246,141	\$246,141	\$246,141	\$246,141	\$246,141	\$1,230,705
TOTAL	\$436,645	\$462,844	\$490,615	\$520,052	\$551,255	\$2,461,410

The EAA will provide the City with annual invoices for the City's portion of the EAPP. The terms of each invoice shall be net thirty (30) days upon the City's receipt and approval. Beginning in

the City's Fiscal Year 2022, payment will be due within 30 days of the City's receipt of EAA's annual invoice.

7.0 ENTIRE AGREEMENT; AMENDMENT.

This Contract is the entire agreement between the parties. No amendment of this Contract shall be binding on the parties unless it is in writing, duly approved by the respective governing bodies, and executed. All exhibits are incorporated into this Contract for all purposes as if fully set forth.

8.0 CONTRACT REPRESENTATIVES; NOTICES

Addresses for notice are as follows:

General Manager Edwards Aquifer Authority 900 E. Quincy San Antonio, Texas 78215 (210) 222-2204	Director, Parks and Recreation Department c/o Special Projects Manager, Edwards Aquifer Protection Program City of San Antonio P.O. Box 839966 San Antonio, Texas 78283-3966 (210) 207-8480
-------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Notices under this Contract must be in writing and delivered to the addresses above. The address for notices may be changed by delivering notice to the other party.

In witness whereof, the parties have caused their representatives to set their hands.

EDWARDS AQUIFER AUTHORITY

Roland Ruiz
General Manager

Attest:

Date

Approved as to form:

Jenifer Wong-Esparza
Assistant to the Secretary

Darcy Alan Frownfelter
General Counsel

CITY OF SAN ANTONIO

Homer Garcia III
Director, Parks and Recreation Department

Attest:

Date

Approved as to form:

Tina J. Flores
City Clerk

Andrew Segovia
City Attorney

EXHIBIT A

Functions Transferred to the EAA

1. The EAA shall review and evaluate the recharge and water quality value of any land or easement acquisitions proposed by the City's Land Acquisition Team before proposed acquisition is presented to the Conservation Advisory Board. The EAA shall present the results of the EAA's evaluation, along with any recommendations to the appropriate subunits of the City, which may include the Conservation Advisory Board, Planning Commission, City Council, Quality of Life Council, or other subunit, as may be appropriate.
2. The EAA must prepare a Conservation Easement Management and Monitoring Plan (CE Plan) for each EAPP property for review and approval by the City. The CE Plan must provide for regular on-site inspections, identify compliance criteria with emphasis on prohibited land uses, and other provisions designed to ensure compliance with the terms and conditions of the conservation easement applicable to each EAPP property. The City may approve plan updates without council action.
3. The EAA must put into effect and follow the approved CE Plans.
4. Within 30 calendar days after the EAA becomes aware of a violation or potential violation of a conservation easement, it must notify the City and recommend suggested action to enforce the terms or conditions of the conservation easement.
5. Annually, the EAA must report to the City on the status of approved CE Plans. The City may request more frequent reports.
6. As the EAA learns of pertinent information, the EAA must notify the City of (a) proposed sales of conservation easement property, and (b) changes in building envelopes on conservation easement property.

EXHIBIT B

Current Properties (as of July 21, 2021)

Ann Graham Ranch	El Rancho
Barden Ranch	Evans Ranch
Barkley Ranch	Finger Ranch
Bendele Ranch (Currier)	Friday Ranch
Blackwell Ranch (Five Star)	Gallagher Ranch (Chris Hill)
Blanco Creek - Marneldo Ranch (Figg)	Gallagher Ranch HQ
Blanco Creek - Spring Bluff Ranch (Orihel)	Germer Ranch (Mucho Gusto)
Blanco Creek - Story Division 1	Gilleland Ranch
Blanco Creek - Story Division 2	Goodhorse Ranch
Blanco Creek - Story Division 3	Gruendler Ranch
Blanco Creek - Story Division 4	H.B. Martin Ranch
Blanco Creek - Story Division 5	Hadley Ranch (Jack Story)
Blanco Creek - Story Division 6	Hammond Ranch (Record Buck)
Blanco Creek - Tull - Concert Brass Farm	Heep Ranch
Blanco Springs Ranch – Horton	Hilsher Darnell Ranch
Bludworth Ranch	Hilton Ranch
Bourquin Ranch	Hixon Ranch (Estrella)
Bradford Hixon Ranch (Morrow-Blanco Creek)	Honeycutt Ranch (Rock N Thorn)
Brown Ranch	Horton Ranch
Briscoe – Frio Ranch	Hutzler Ranch (Denada)
Briseno Ranch (Rancho Buckhorn)	J Bar M Ranch (Mustang Valley/Ancer)
Brucks Ranch	Jagge Foley Ranch (Barnes Bluff)
Burell Ranch	Jagge Foley Addition
Calvert Ranch	Jimmy Bendele Ranch
Chapman Ranch	Jordan Ranch (Twin Hollow/Jordan)
Cibolo Vista Tract 3 (Morgan's Wonderland Camp)	Klaus Ranch (Grubbs)
Classen Ranch (Arabia)	Koch Ranch
Classen-Steubing Ranch	LLS Family Ranch
Concan/Ewing Ranch (Morrow - Brushy Creek)	Laurel Canyon Ranch
Crescent Hills-Dierks Ranch (Cibolo Bluffs/Bracken Cave Addition)	Lazy K Ranch
Currier Ranch	Lee/Gully Ranch
Cypress Roots Ranch	Livergood Ranch (Chernosky/Dehnisch Ranch II)
Depuy Ranch	Long Hollow Ranch (Long Hollow/Ridgeback)
Dehnisch Ranch	Mabe Canyon
Domino Ranch (Lucas/Obregon)	Madla Park
Dripstone Ranch	Martin Ranch II (Martin Family Ranch)
ESS Ranch (Nooner/Beeman/Crapps)	Martin Ranch I
East Verde Ranch	McNair Ranch
	McNeel Ranch
	Middle Verde Ranch

Monier Ranch
Moore Ranch (Knowlton)
Oefinger Ranch
Pack Property
Pouncy Ranch
Prop. 3 Gov. Canyon - Dreiss
Prop. 3 Gov. Canyon - Gallagher
Prop. 3 Gov. Canyon – Hampton
Prop. 3 Gov. Canyon – Iron Horse
Prop. 3 Gov. Canyon - Kallison
Prop. 3 Gov. Canyon – Laredo Culebra
Prop. 3 Gov. Canyon – Laredo Culebra II
Prop. 3 Gov. Canyon – Mayberry
Prop. 3 Gov. Canyon – Schuchart
Prop. 3 Gov. Canyon – Windgate
Patterson Ranch (Providence Springs)
Rancho Blanco
Ray Bendele Ranch

Saathoff Ranch
San Antonio Ranch MUD No. 1
Saunders Family Ranch
Schreiber Ranch
Schuehle Ranch (Dripstone)
Shut-In Creek Ranch
Smith Property
South Hills Ranch – Watson Ranch
3 T's Heritage Ranch
TMR Ranch
Urso Ranch
Voges Ranch
Wallace Ranch (Chernosky-JT)
W.O. Rothe Ranch
WMJ Ranch
Wylesta Ranch (Lewis)
Young Ranch
Zuberbueler Ranch