

**INTERLOCAL AGREEMENT BETWEEN  
HAYS COUNTY, CITY OF WIMBERLEY, AND CITY OF WOODCREEK  
REGARDING COLLABORATIVE WATER AND WASTEWATER PLANNING EFFORTS**

This Interlocal Agreement ("Agreement") is made and entered into by and among Hays County, Texas ("Hays County"), the City of Wimberley ("Wimberley"), and the City of Woodcreek ("Woodcreek"). This Agreement is entered into by the Parties pursuant to the authority granted and in compliance with, the provisions of the "Interlocal Cooperation Act," as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

**WHEREAS**, the residents of the Wimberley Valley require high quality water and wastewater services that are resilient and allow for sustainable growth; and

**WHEREAS**, there are multiple water and wastewater service providers that serve the area and coordination between providers and local governments is not only beneficial, but necessary to ensure proper planning; and

**WHEREAS**, our local water supplies are stressed and the need for enhanced strategies for the management of our natural resources has never been greater; and

**WHEREAS**, our rivers and streams are vital to our economy and ensuring they flow with an abundance of clean water is paramount to our future; and

**WHEREAS**, the City of Wimberley, the City of Woodcreek and Hays County have a history of working together on important issues and currently participate together in the management of the Blanco Cypress Creek Watershed Protection Plan which has become a successful example of collaboration; and

**WHEREAS**, the Parties desire to further collaborate on important water and wastewater planning efforts and engage local leaders to develop a process of continual cooperation for the benefit of the citizens;

**NOW THEREFORE**, the Parties have mutually agreed to enter into this Interlocal Agreement regarding implementation of a Collaborative Water and Wastewater Planning Effort and to proceed as follows:

**ARTICLE I  
PROGRAM**

The Parties agree to identify representatives to serve on the Stakeholder Group, receive information, input, and feedback on water and wastewater planning strategies that best represent the interests of our community, and consider recommendations on potential actions developed through collaboration with other Parties, the Stakeholder Group and Advisory Partners.

## **ARTICLE II**

### **DEFINITIONS**

The "Parties" means the entities that have executed this Interlocal Agreement in their separate capacities.

The "Stakeholder Group" is the group of individuals listed in this Interlocal Agreement that actively participate in regularly scheduled meetings regarding collaborative water and wastewater planning efforts with the goal of protecting the region's natural resources while working with local leaders to strategically plan for the future and associated growth.

The "Advisory Partners" are members of local and regional entities, including water supply companies, river authorities, groundwater conservation districts, and other organizations actively participating in natural resource protection or providing water and wastewater services to the Wimberley Valley Community.

## **ARTICLE III**

### **COLLABORATIVE PLANNING**

Collaborative Water and Wastewater planning efforts are required to successfully implement strategies that will protect our natural resources while providing for the sustainable growth of our community.

#### **Benefits of Collaborative Planning:**

- Brings a diversity of perspectives and expertise from different stakeholders to inform priorities and strategies.
- Allows pooling of resources, skills, and knowledge to understand complex systems and situations.
- Fosters ongoing communication and alignment between entities involved in water and wastewater.
- Builds relationships and trust between partners through regular collaboration.
- Enables broader community representation and advocacy through involvement of diverse partners.
- Establishes a long-term sustainable plan for investment in vetted and community supported infrastructure improvements and the development of comprehensive strategies that serve the Wimberley Valley well into the future.

#### **The Stakeholder Group Structure & Governance**

- The Stakeholder Group will meet monthly, with additional meetings as needed.
- The Stakeholder Group will collectively set agendas and determine specific topics for consideration.
- The Stakeholder Group will collectively determine a process for involving Advisory Partners in the planning discussions.

#### **Stakeholder Group members:**

- Hays County Precinct Three Commissioner
- City of Wimberley Mayor and up to one additional Council Member as determined by the City Council.
- City of Woodcreek Mayor and up to one additional Council Member as determined by the City Council.

## **ARTICLE IX**

### **TERM**

This Interlocal Agreement shall be effective and in place on the date the last of the Parties signs this Agreement (the "Effective Date"). The term of this Interlocal Agreement shall last from the Effective Date until September 30, 2025 and shall be automatically renewed each fiscal year not to exceed three (3) fiscal years unless terminated earlier as provided in Article X or amended as provided in Article XI.

## **ARTICLE X**

### **TERMINATION**

This Interlocal Agreement may be terminated by any Party with thirty (30) days' written notice in accordance with Article XII below.

## **ARTICLE XI**

### **AMENDMENT**

No amendment, modification or alteration of the terms of this Interlocal Agreement shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the Parties after official action by each of the respective governing bodies of the Parties.

## **ARTICLE XII**

### **NOTICES**

Notices to any Party required or appropriate under this Interlocal Agreement shall be deemed sufficient if in writing and mailed USPS postage prepaid.

#### **To Hays County**

Hays County Judge  
Hays County

111 East San Antonio Street, Suite 300  
San Marcos, TX 78666

#### **To Wimberley**

Mayor  
City of Wimberley  
221 Stillwater  
Wimberley, TX 78676

#### **To Woodcreek**

Mayor  
City of Woodcreek 41  
Champions Circle  
Woodcreek, TX 78676

**ARTICLE XIV**  
**APPLICABLE LAW**

This Interlocal 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 Hays, County, Texas.

**ARTICLE XV**  
**LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Interlocal Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provisions hereof and this Interlocal Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE XVI**  
**COMPLIANCE WITH LAWS AND ORDINANCES**

The Parties hereby agree to comply with all federal, state and local laws and ordinances applicable to the work or services to be performed under this Interlocal Agreement. The Parties acknowledge that they are each subject to the Texas Public Information Act and the exceptions stated in such Act.

**ARTICLE XVII**  
**PARTIES BOUND**

This Interlocal Agreement shall be binding upon and inure only to the benefit of the Parties listed in this Interlocal Agreement.

*Signature Page Follows*

In Witness Whereof, the Parties have executed multiple originals, each of which shall have the full force and effect of an original, this Interlocal Agreement.

**Hays County**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Wimberley**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Woodcreek**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_