

**AGREEMENT**  
between the  
**EDWARDS AQUIFER AUTHORITY**  
and  
**CITY OF SAN MARCOS**  
for  
**PARTICIPATION IN THE EDWARDS AQUIFER AUTHORITY'S AUTOMATED  
METER READING PROGRAM AND THE INSTALLATION AND OPERATION OF  
ASSOCIATED EQUIPMENT**

**THIS USE AGREEMENT** (the "Agreement") is entered into this 24th day of March 2025, between the **EDWARDS AQUIFER AUTHORITY**, a political subdivision of the State of Texas, with offices at 900 E. Quincy, San Antonio, Texas 78215, and the **CITY OF SAN MARCOS** for voluntary participation in the Edwards Aquifer Authority (EAA) Automated Meter Reading Program, including the installation of associated equipment. Throughout this Agreement, the City of San Marcos (COSM) and the EAA may be collectively referred to as "the Parties."

**RECITALS**

**WHEREAS** the EAA was created in 1993 by the Edwards Aquifer Authority Act, Act of May 30, 1993, 73<sup>rd</sup> Leg., R.S., Ch. 626, 1993 Tex. Gen. Laws 2350; as amended ("Act"); and

**WHEREAS**, under Section 1.02 of the Act, the EAA is a conservation and reclamation district created by virtue of Article XVI, Section 59 of the Texas Constitution, and is a governmental agency and body politic and corporate vested with the full authority to exercise the powers and to perform the functions specified in the Act; and

**WHEREAS**, under Section 1.08(a) of the Act, the EAA has all the powers, rights, and privileges necessary to manage, conserve, preserve, and protect the Edwards Aquifer and to increase the recharge of, and prevent the waste or pollution of water in, the Edwards Aquifer; and

**WHEREAS**, under Section 1.11(d)(2) of the Act, and other applicable law, the EAA may enter into contracts; and

**WHEREAS**, COSM is the owner of an Edwards Aquifer Withdrawal Permit; and

**WHEREAS**, the EAA uses data obtained from groundwater withdrawal reporting to help manage the Edwards Aquifer and to ensure compliance with withdrawal permit requirements; and

**WHEREAS**, the EAA has established an Automated Meter Reading Program with a network of automated meter reading equipment throughout its jurisdictional boundaries that allows for the efficient collection of data; and

**WHEREAS**, COSM desires to convert its existing regulated meter(s) into automated meters and to allow the EAA to obtain real-time readings at the EAA's discretion through its AMRP; and

**WHEREAS**, the EAA desires to add COSM to its AMRP as a pilot project for municipal

permit holders; and

**WHEREAS**, it is in the public interest that the EAA enter into this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

**1. DEFINITIONS.**

A. “EAA” means: The Edwards Aquifer Authority.

B. “COSM” means: City of San Marcos

C. “COSM Property” means: To Be Defined – will include eight wells, surrounded by fencing – identified on the map in Exhibit A.

D “AMRP” means: the EAA’s Automated Meter Reading Program.

E. “Automated Meter Reading Equipment” means the equipment described in Exhibit B hereto, to be installed on COSM Property that is required for participation in the AMRP.

**2. AUTHORITY FOR AGREEMENT.**

Each Party represents and warrants for the benefit of the other Party that: (1) it has the legal authority to enter into this Agreement; (2) this Agreement has been duly approved and executed; (3) no other authorizations or approvals are or will be necessary in order to approve this Agreement and to enable that Party to enter into and comply with the terms and conditions of this Agreement; (4) the person executing this Agreement on behalf of each Party has the authority to bind that Party; and (5) the Party is empowered by law to execute any other agreement or documents and to give such other approvals, in writing or otherwise, as are or may hereafter be required to implement and comply with this Agreement.

**3. PURPOSE.**

The sole purpose of this Agreement is to authorize the EAA to install equipment on COSM Property that allows for the EAA to perform automated meter readings of COSM’s regulated meters.

**4. TERM.**

This Agreement is effective beginning the 1<sup>st</sup> day of April 2025, for a period of one year. This Agreement shall automatically renew for successive one-year periods unless sooner terminated by one of the Parties pursuant to Paragraph 14 of this Agreement.

**5. COSTS OF ACTIVITIES.**

The initial cost for installation of a compatible meter and continued maintenance of Automated Meter Reading Equipment necessary under this agreement and described in Exhibit B

shall be borne solely by the EAA. After the first year of this Agreement, COSM assumes ownership of the meter and is solely responsible for any future replacement costs of the meter and for meter maintenance, if any.

## **6. CONSIDERATION.**

In consideration for participation in the EAA's AMRP and for allowing the installation of Automated Meter Reading Equipment, the EAA agrees to perform yearly and monthly groundwater use reporting for COSM and will consider all reporting requirements under COSM's withdrawal permits to be met on a yearly basis while this Agreement is in effect. COSM will remain responsible for all other permit requirements.

## **7. CONTROL OF THE AUTOMATED METER READING EQUIPMENT.**

During the term of this Agreement, COSM retains all rights to COSM Property, and the right to enter COSM Property at any time, for any reason, provided that such use and access by COSM does not unreasonably interfere with the rights conveyed to the EAA under this Agreement. All rights granted to the EAA herein shall be considered a license from COSM to conduct authorized activities subject to the conditions contained herein.

## **8. ACCESS TO THE AUTOMATED METER READING EQUIPMENT AND THE COSM PROPERTY.**

During the term of this Agreement, except for emergencies, COSM authorizes the EAA, its contractors, subcontractors, agents, or employees to enter COSM Property during normal business hours and to access the EAA's Automated Meter Reading Equipment for the purpose of conducting the activities authorized under Paragraph 9 of this Agreement.

## **9. AUTHORIZED ACTIVITIES.**

A. The EAA, its contractors, subcontractors, agents, or employees may conduct the following specific activities on COSM Property: accessing, installing, using, monitoring, repairing, and maintaining the Automated Meter Reading Equipment.

B. The EAA, its contractors, subcontractors, agents, or employees will take steps to ensure that its activities do not interfere with the safety or operations of COSM. The EAA will make all efforts to provide verbal notification to the Agreement Coordinator, no less than 24 hours prior to accessing COSM Property for installation, use, monitoring, repair, or maintenance activities. However, in the event that verbal notification is not possible prior to accessing COSM Property, the EAA will provide verbal notice of EAA activities as soon as practical prior to accessing COSM Property. Upon request of COSM, the EAA shall provide a written report summarizing its activities on COSM Property, including the names of all EAA contractors, subcontractors, agents, or employees conducting such activities.

C. Nothing provided herein shall authorize the storage of personal property by the EAA on COSM Property unless separately approved by COSM.

D. The activities authorized in this paragraph will begin on or after the 24<sup>th</sup> day of

March 2025, and will be continuous, until this Agreement is terminated by either party pursuant to Paragraph 14 of this Agreement.

E. The EAA, its contractors, subcontractors, agents, or employees may not use the COSM Property for any purpose not specifically authorized herein.

#### **10. AGREEMENT COORDINATOR.**

A. For the EAA, the Agreement Coordinator with the primary responsibility to administer this Agreement is Mr. Omar Garcia, Senior Director of Water Resources, Edwards Aquifer Authority, 900 E. Quincy, San Antonio, Texas 78215, (210) 222-2204.

B. For COSM, the Agreement Coordinator with the primary responsibility to administer this Agreement is Mr. Rick Stephens

C. Each party must give written notice to the other party within thirty days or as soon as practicable thereafter of a change to the Agreement Coordinator.

#### **11. INTEGRATION CLAUSE; AMENDMENTS.**

This Agreement contains the entire agreement between the Parties relating to the rights granted and the obligations assumed in it. Any oral representations, modifications, or amendments concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by both Parties.

#### **12. ASSIGNMENTS.**

This Agreement is not assignable without the express, prior, written consent of the Parties.

#### **13. INSURANCE.**

The EAA, its subcontractors and agents, if any, shall procure insurance as follows: General Liability in the amount of \$1,000,000 for each occurrence with an annual aggregate coverage of \$2,000,000; Auto Liability in the amount of \$1,000,000 per occurrence; and Workers' Compensation in statutory amounts.

#### **14. TERMINATION.**

This Agreement may be terminated for any reason by either party upon 30 days' written notice each to the other, without prejudice to the Parties' rights to enforce provisions hereof which expressly survive termination.

#### **15. RESTORATION.**

If, in exercising the EAA's rights in and to COSM Property, the EAA, its contractors, subcontractors, agents, or employees directly or indirectly causes any damage to COSM Property, the EAA will, at the EAA's sole cost and expense and within a reasonable time, but in no event later than 30 days from the date the damage occurred, restore the property to the original condition

existing prior to the damage without allowance for depreciation. The provisions of this paragraph survive termination of this Agreement.

**16. COMPLIANCE WITH LAWS.**

The EAA agrees to comply at all times and at its sole cost with all applicable federal, state, and local laws, rules, regulations, and safety standards in connection with the EAA's activities under this Agreement. The EAA shall save, indemnify, defend, and hold COSM harmless for all damages, fines, penalties, costs, and attorney's fees for the EAA's failure to comply with this paragraph. The provisions of this paragraph survive termination of this Agreement.

**17. SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional, illegal, or unenforceable, such decision shall not affect the validity of the remaining sections of this Agreement. Each Party declares that it would have approved this Agreement, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void or unenforceable.

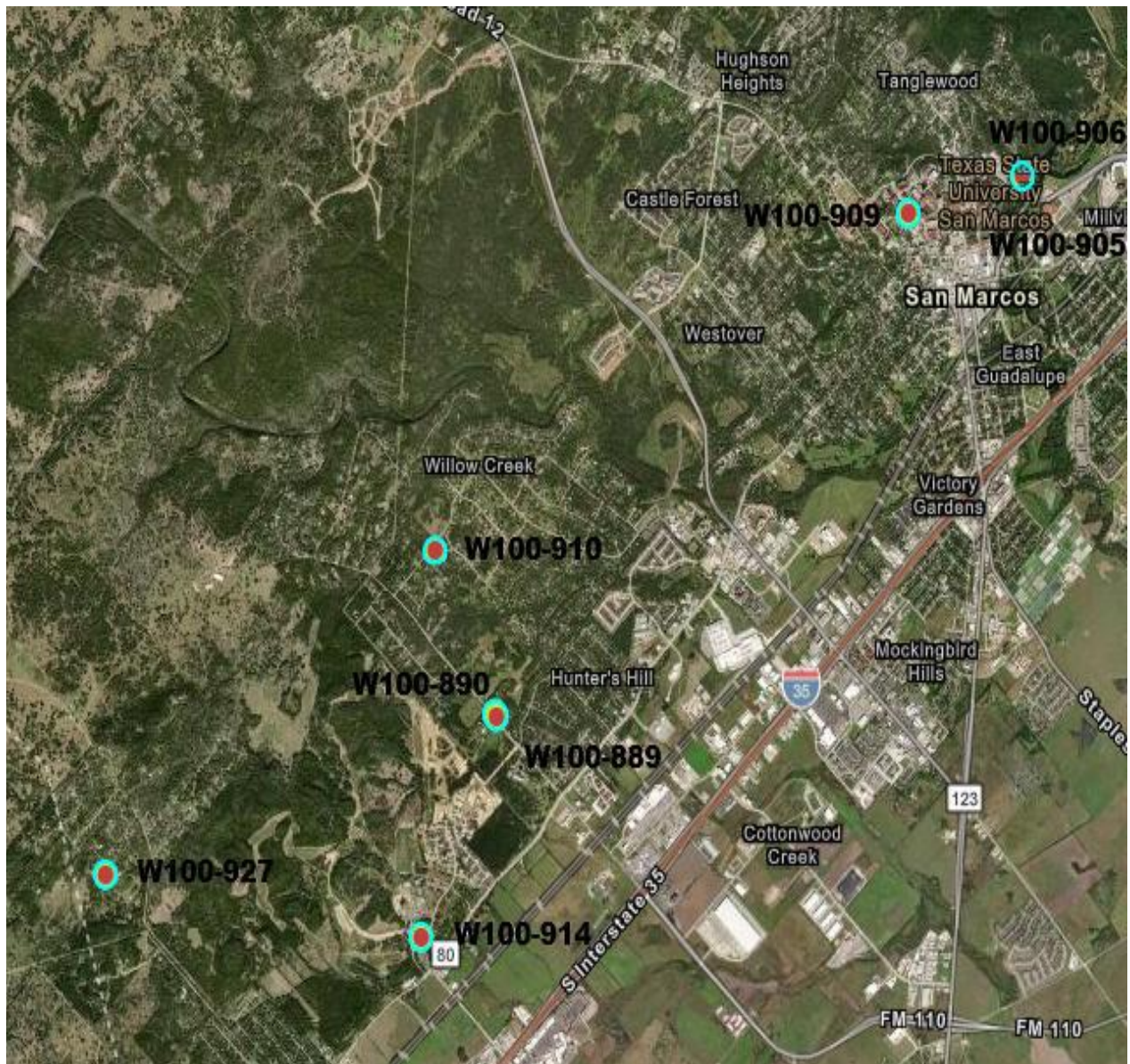
**IN WITNESS WHEREOF**, the Parties have executed this Agreement and it is effective on the day and year first written above.

**EDWARDS AQUIFER AUTHORITY**

By: \_\_\_\_\_  
Roland Ruiz  
General Manager

By: \_\_\_\_\_  
Stephanie Reyes  
City Manager

## Exhibit A



## **Exhibit B**

### **Automated Meter Reading Equipment**

- Solar Panel-12 Volt, 60 Watt
- Solar Panel Mounting Bracket
- Perforated Square Tubing- 1.5"x 1.5"x 12'
- Polycarbonate NEMA Rated Enclosure- 16"x14"x8"
- Integrated Solar Charge Controller/Low Voltage Disconnect
- Aluminum Back Panel
- Micro-RTU+ Programmable Logic Controller
- LTE Modem
- Marine Deep Cycle Battery- Group 24
- Direct Burial Cable-50', 3 Pair, 20 AWG Shielded
- Sensor Ring Version 2.0
- Miscellaneous Hardware and Wiring
- Meter
- Power Distribution Box