

**Memorandum of Understanding**

between

Hill Country Alliance,  
US Water Alliance, and  
City of Johnson City, TX

This Memorandum of Understanding (MOU) is hereby entered into by **Hill Country Alliance** (hereafter referred to as "HCA"), the **US Water Alliance** (hereafter referred to as "the Alliance"), and the **City of Johnson City, TX** (hereafter referred to as "the City"). HCA, the Alliance, and the City may be referred to herein individually as a "Party" or collectively as the "Parties."

**PREAMBLE**

**WHEREAS**, water is vital to all aspects of life, and;

**WHEREAS**, one of the central tasks of the City is to ensure access to clean water for community members and the environment, and;

**WHEREAS**, the City is aware that the billions of dollars currently available for water infrastructure under the Federal Infrastructure Investment and Jobs Act through the State Revolving Funds and other funding sources represent an historic and generational opportunity that will not soon return, and;

**WHEREAS**, the Hill Country Alliance and the US Water Alliance are offering the City free expertise and assistance to identify and apply for funding for water infrastructure improvements, and;

**WHEREAS**, providing this assistance serves to fulfill the nonprofit missions of HCA and the Alliance, and;

**WHEREAS**, the parties find that collaboration to identify funding for sustainable water management solutions for the City is in the common interest of all parties.

**NOW THEREFORE**, the Parties, hereby mutually agree to:

**I. HILL COUNTRY ALLIANCE RESPONSIBILITIES**

1. HCA, through its Water Program Manager, will provide technical assistance to identify opportunities for sustainable water management solutions for the City.
2. HCA will host meetings and/or conference calls among HCA, the Alliance, the City, and relevant stakeholders at times and locations mutually agreed to by the parties.

3. HCA will deliver workshops and/or presentations to the City as requested at times and locations mutually agreed to by the parties.
4. HCA will seek to engage outside partners with expertise in sustainable water management solutions as mutually agreed to by the parties.

## **II. THE US WATER ALLIANCE**

1. The Alliance will attend and participate in meetings and/or conference calls among HCA, the Alliance, the City, and relevant stakeholders at times and locations mutually agreed to by the parties.
2. The Alliance will provide technical assistance services to the City to support some or all of the following activities:
  - a. Conduct a financial review of existing City of Johnson City financials;
  - b. Conduct a technical review of projects and problems, building initial capital improvement plans and related funding opportunities and financing plan;
  - c. Support managerial and/or governance reviews for system sustainability;
  - d. Regionalization and collaborative opportunity review;
  - e. Assist efforts to procuring additional professional service as needed, such as with engineering services;
  - f. Assist in meaningful community engagement efforts, including a community listening session that informs workplan priorities;
  - g. Completion of funding and financing applications to state and federal agencies for water and wastewater infrastructure;
  - h. Assist with regulatory and/or compliance challenges, including interacting with state regulatory agencies; and
  - i. Assist in the development of sustainable financial management practices.
3. The Alliance agrees that the City will not be directly responsible for any fees or costs associated with their services.

## **III. CITY RESPONSIBILITIES**

1. The City will attend and participate in meetings and/or conference calls among HCA, the Alliance, the City, and relevant stakeholders at times and locations mutually agreed to by the parties.
2. The City will provide publicly available water/wastewater related materials that will aid in the evaluation or development of future water or wastewater projects, upon request.
3. The City will evaluate existing funding measures that the City could leverage to enhance water/wastewater infrastructure, water conservation, and/or water quality protection.
4. The City will evaluate water/wastewater management strategies for future development, including One Water concepts such as rainwater harvesting, green stormwater infrastructure, onsite treatment and reuse systems as City funding permits.

5. The City authorizes the Alliance to reference their work with the City, including identifying the City of Johnson City as its client, in the Alliance's marketing materials intended to be provided to the Alliance's funders and the general public for the purpose of describing the Alliance's role in supporting the City.

#### IV. MISCELLANEOUS

1. Amendments. This MOU may be amended by mutual written agreement signed by the parties hereto.
2. The Parties agree that they may engage in exchanges of activities of mutual interest and benefit including but not limited to the following:
  - a. sharing research project ideas and data for research purposes;
  - b. sharing of tools, techniques, and methodologies developed for research purposes;
  - c. undertaking specific, parallel funded research projects; and
  - d. undertaking staff or student research exchange programs.
3. The Parties agree to cooperate to the extent mutually convenient in identifying potential collaborative projects of mutual benefit and in finding appropriate resources and funding for such projects.
4. Each party shall make reasonable efforts to respect the objectives of the other Parties and to accommodate such objectives in the design of any collaborative project.
5. No Party shall be required to collaborate with the others on any specific project.
6. Relationship of Parties. Nothing contained in this MOU shall be deemed to create a partnership, joint venture, or relationship of employment between the Parties. No Party shall have the authority to act on behalf of the other Parties, or to commit any other Party in any manner or cause whatsoever, or to use any other Party's name in any way not specifically authorized by this MOU.
7. Liability. Neither Party shall be liable for any act, omission, representation, obligation or debt of the other Party.
8. Legal Effect of MOU. HCA, the Alliance, and the City of Johnson City understand and agree that this MOU constitutes only an expression of intent and shall have no legal or binding effect on the parties.
9. Term and Termination
  - a. This MOU is effective upon signatures by both parties and shall terminate on June 1, 2025.
  - b. Either party may terminate this agreement upon 30 days' written notice to the other party.
10. Contact information

Notices and correspondence concerning this MOU shall be sent to

**For Hill Country Alliance:**  
Marisa Bruno  
Water Program Manager  
Phone: 512-387-3137  
marisa@hillcountryalliance.org

**For the US Water Alliance:**  
Erin Riggs  
Director, US Water Alliance Environmental Finance Center  
Phone: 919-599-8031  
eriggs@uswateralliance.org

**For City of Johnson City**  
Rick Schroder  
Chief Administrative Officer  
Phone: (830) 868-7111 Ext. 8  
rschroder@johnsoncitytx.org

**IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding to be effective as of the Effective Date.**

**Hill Country Alliance**  
By:

Date:

**US Water Alliance**  
By:

Date:

**City of Johnson City**  
By:

Date: