

INTERLOCAL AGREEMENT FOR COOPERATIVE WEATHER
STATION PROGRAM AND SERVICES

This Interlocal Cooperative Agreement ("Agreement"), is entered into between Refugio Groundwater Conservation District (hereinafter "Refugio") and Victoria County Groundwater Conservation District (hereinafter "Victoria").

WHEREAS, Refugio Groundwater Conservation District and Victoria County Groundwater Conservation District are separate groundwater conservation districts organized and operating under Chapter 36, Texas Water Code, and created by separate enabling acts of the Legislature of the State of Texas and confirmed by the voters of each district, and

WHEREAS, under the provisions of Chapter 791, Texas Government Code, political subdivisions are authorized to contract with one another to increase efficiency and effectiveness; and

WHEREAS, Refugio Groundwater Conservation District has obtained and installed weather stations to collect valuable information for both districts; and

WHEREAS, the Board of Directors of both districts have determined that the operation of the weather station program by Refugio Groundwater Conservation District will increase efficiency and provide important datato the benefit of their taxpayers;

NOW THEREFORE, in consideration of the premises and the mutual agreement herein, the parties agree as follows:

1. The respective duties and obligation of the parties to this agreement shall be for a period of one (1) year (October 1, 2007 to October 1, 2008).
2. Refugio Groundwater Conservation District will operate and maintain the weather station program, including at least 1 weather station(s) in Victoria County Groundwater Conservation District. Refugio Groundwater Conservation District will provide all necessary labor and maintenance necessary to the operation of the program. Refugio Groundwater Conservation District will provide quarterly reports on the operation of the program.
3. Victoria County Groundwater Conservation District will provide financial support to the operation and maintenance of the weather station program, equal to 21.5% of the annual maintenance and operations budget as attached hereto as Exhibit A, in monthly increments to be billed beginning October 1, 2007, not to exceed \$4,000 annually. These payments are to support the maintenance and operation of the program only. Any expenditures for capital equipment will require separate approval by the districts. Any amendment to Exhibit A will require approval by both districts.

4. Refugio Groundwater Conservation District shall provide Victoria County Groundwater Conservation District access to all information accumulated or developed from the operation of the weather station program.
5. This agreement shall be constructed under and in accordance with the laws of the State of Texas.
6. It is expressly understood and agreed that nothing in this agreement is intended, nor shall it be construed, to waive any immunity or defense that would be otherwise available to either district arising from the exercise of these governmental powers or functions.
7. Force Majeure Clause: It is specifically agreed and understood, however, that notwithstanding this Article or any other Article hereof, each party shall have the right to immediately terminate this interlocal agreement if either party is, or may be, rendered unable to perform hereunder for any reason. The term "Force Majeure" means: acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of the government, either federal or state, civil or military, civil disturbances, explosions, sabotage, malicious mischief, any of the foregoing or any action due to existing or future rules, regulations, orders, laws or proclamations of governmental authorities (both federal, state, or local), including both civil and military, and any other cause whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension.
12. This document shall be executed in duplicate originals.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be duly executed on the 30th day of June, 2008.

REFUGIO GROUNDWATER
CONSERVATION DISTRICT

By: Larry Aduddell
Larry Aduddell, President

Date: 6/30/08

VICTORIA COUNTY GROUNDWATER
CONSERVATION DISTRICT

By: Mark Meek
Mark Meek, President

Date: 6/20/08

ATTEST:

Barbara Dietzel