

INTERLOCAL AGREEMENT FOR SERVICES RELATED TO GENERAL MANAGEMENT AND ADMINISTRATIVE ACTIVITIES

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

WHEREAS, COOPERATING DISTRICT and VCGCD 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 county, 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

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 in force for a period of one (1) year commencing on October 1, 2019 and expires on September 30, 2020.
2. This agreement will automatically renew for an additional one (1) year period on October 1 of each year unless either party provides 90-day written notice of their intent to not renew the agreement.
3. The office and field equipment possessed by VCGCD shall be available for use by the VCGCD representatives for the purposes of completing the duties and responsibilities related to general management and administrative activities of the COOPERATING DISTRICT.
4. The staff of the VCGCD will provide the services to the COOPERATING DISTRICT for the following activities to a reasonable degree at reasonable times and durations:
 - office administration activities related to office reception, correspondence processing, appointment scheduling, agency coordination, administrative policy development and implementation;
 - financial management activities related to budget and tax rate, development and management, purchasing and accounts payable, financial transaction processing, invoices and deposits, financial report development and processing, financial audit support, investment monitoring and reporting;
 - information technology management activities related to system administration;

- meeting management activities related to meeting planning and coordination, meeting preparation and participation, meeting minutes preparation;
 - operational performance management activities related to annual report preparation, state auditor response preparation;
 - project management activities related to program development and management, project development and management, activity development and management, agreement development and management, service provider management;
 - records management activities related to record storage, retention and destruction, public information request processing, groundwater conservation activities;
 - groundwater management activities related to permitting request processing, well log processing, production report processing, well construction observation, groundwater management investigation processing, groundwater management enforcement case processing;
 - groundwater monitoring activities related to field data collection, groundwater sample and lab analysis processing,
 - groundwater policy activities related to groundwater policy review and development, groundwater policy implementation, management plan and rules revisions;
 - groundwater protection activities related well inspection, groundwater protection investigation processing, groundwater protection enforcement case processing;
 - groundwater research activities related to technical study proposal development and support; and
 - groundwater resource planning activities related to regional water resource meeting representation and participation.
4. The staff of the VCGCD will provide the services to the COOPERATING DISTRICT for the following optional activities under a mutually agreed upon scope and fee:
- activities relate to participating in contested cases and law suits;
 - activities requiring out-of-district travel and lodging; and
 - activities related to procuring professional services related or similar to engineering services, hydrogeology services, technical consultant services, and laboratory services, information technology subscriptions other than those addressed within this agreement, and trade group memberships.

5. The VCGCD shall not provide the following services or nor be responsible for the governance of the COOPERATING DISTRICT, financial audit services, or legal counsel services to the COOPERATING DISTRICT.
6. The VCGCD will procure and use geographic information system software and database management system for the purposes of providing service to the COOPERATING DISTRICT under this agreement.
7. The COOPERATING DISTRICT shall pay VCGCD a monthly fee of \$6,500.00 for services provided under this agreement. The amount of the monthly fee will be subjected to an annual review by the parties.
8. The VCGCD shall credit the COOPERATING DISTRICT \$1,000.00 for each calendar week during which the office of the COOPERATING DISTRICT is closed for more than twelve (12) hours during normal business hours excluding office closures associate with observing federal, state, and county holidays.
9. The COOPERATING DISTRICT shall provide all necessary surety bonds, liability insurance, office space, office equipment, office software, office utilities, and office supplies.
10. The COOPERATING DISTRICT shall compensate VCGCD for mileage associated with providing services at the IRS mileage reimbursement rate applicable at the time when the mileage occurred.
11. The COOPERATING DISTRICT shall compensate VCGCD for increased insurance costs, if any, resulting from the provision of services to the COOPERATING DISTRICT.
12. The parties of this agreement may terminate this agreement at any time upon mutual agreement by the governing bodies of each party.
13. Nothing in this contract shall be construed as placing any legal liability for the action of one district upon the other district.
14. The Boards of Directors of COOPERATING DISTRICT and VCGCD shall approve this agreement by majority vote and shall review this interlocal cooperative agreement periodically, regarding such matters as changes in compensation and renewal of the agreement.
15. This agreement shall be constructed under and in accordance with the laws of the State of Texas.
16. 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 COOPERATING DISTRICT or VCGCD arising from the exercise of these governmental powers or functions.


17. 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.
18. This document shall be executed in duplicate originals.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be duly executed on the 19th day of November 2019.

TEXANA GROUNDWATER
CONSERVATION DISTRICT

By: 
Presiding Officer

VICTORIA COUNTY GROUNDWATER
CONSERVATION DISTRICT

By: 
Presiding Officer

Date: 8-8-19

Date: 11-19-19