

**INTERLOCAL COOPERATION CONTRACT BETWEEN
THE POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT
AND
THE STATE OFFICE OF ADMINISTRATIVE HEARINGS**

STATE OF TEXAS

COUNTY OF TRAVIS

This INTERLOCAL COOPERATION CONTRACT ("Contract") is entered into by the governmental entities shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of Texas Government Code, Chapter 791 and § 2003.021(b)(4) and Texas Water Code, Chapter 36, Subchapter M.

I. CONTRACTING PARTIES:

Receiving Entity: POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT

Contact Person: Barbara Boulware-Wells
The Knight Law Firm, LLP
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
(512) 323-5778
bbw@cityattorneytexas.com

Mailing Address for Invoices: Gary Westbrook, General Manager
Post Oak Savannah Groundwater
Conservation District
310 East Avenue C
Milano, TX 76556
(512) 455-9900
gwestbrook@posgcd.org

Performing Entity: STATE OFFICE OF ADMINISTRATIVE HEARINGS

Contact Person: Shane Linkous, General Counsel
300 W. 15th Street, Suite 504
Austin, Texas 78711
(512) 936-6624
shane.linkous@soah.texas.gov

II. STATEMENT OF SERVICES TO BE PERFORMED:

Performing Entity shall conduct proceedings for Receiving Entity as necessary to conduct one or more contested case hearings regarding certain applications of SLR Property I, LP relating to groundwater wells in Receiving Entity's jurisdiction. Performing Entity shall act pursuant to Texas Water Code, Chapter 36, Subchapter M; the rules and policies of Receiving Entity; and the Performing Entity's

Rules of Procedure as set forth in 1 Texas Administrative Code, Chapter 155. Performing Entity shall conduct all matters related to the contested case hearings, including prehearing, party status determination, post-hearing matters, and the issuance of the proposals for decision.

In the interest of judicial economy and efficiency, the SOAH administrative law judge(s) may combine cases, wholly or partially, that involve the same parties or substantially the same issues. Unless otherwise agreed by the Contracting Parties, all prehearing conferences conducted by Performing Entity shall be conducted using a remote teleconferencing and/or videoconferencing platform controlled by Performing Entity. If requested by the parties to the contested case proceeding, Performing Entity may also provide mediation services regarding the subject matter of this Contract.

During the term of this Contract, Performing Entity shall act pursuant to applicable law, including Texas Government Code, Chapter 2001, Subchapters C, D, and F, and Texas Government Code, Chapter 2003.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

As compensation for the services to be performed and expenses incurred under this Contract by the Performing Entity, Receiving Entity agrees to reimburse Performing Entity as follows:

- a. For services performed during state fiscal year 2023 (September 1, 2022 – August 31, 2023), the fee of One Hundred Fifty Dollars (\$150.00) per hour for services rendered by an administrative law judge, plus Forty-Three Dollars and Fifty Cents (\$43.50) per hour billed by an administrative law judge to be paid as reimbursement to the state General Revenue Fund for employee benefit costs and salaries (General Appropriations Act, S.B. 1, 87th Legislature, R.S, 2021, Article VIII, SOAH Riders 3 and 7).
- b. The costs will be charged in 0.25-hour increments for each portion of an hour of services performed by Performing Entity.
- c. Costs incurred by Performing Entity shall include any travel time spent by SOAH administrative law judges if required for attendance of meetings or hearings at a location other than at SOAH's Austin office.
- d. Receiving Entity shall be responsible for costs and provision of an adequate hearing facility in Milano, Texas for conducting any preliminary hearing or hearing on the merits, if required at a location other than at SOAH's Austin office.
- e. The parties to the contested case proceeding shall be responsible for costs associated with court reporter charges, if any.

IV. ESTIMATED COST:

The amount of this Contract is estimated to be **TWENTY-SEVEN THOUSAND SIX HUNDRED SEVENTY DOLLARS AND FIFTY CENTS (\$27,670.50)** for services rendered by Performing Entity. If it is determined that the estimated amount is insufficient to pay all of the Performing Entity's actual costs for providing the services as required by Texas Water Code, Section 36.416, the Performing Entity is entitled to assess and collect the actual costs from Receiving Entity, based on Performing Entity's hourly billing rates set forth in Sections III and VI herein.

V. BILLING AND PAYMENT FOR SERVICES:

Performing Entity shall bill Receiving Entity monthly for services rendered. All invoices from Performing Entity to Receiving Entity shall provide an itemization of the costs for all Fees and Expenses incurred by Performing Entity during the billing period.

Payment of each invoice is due no later than thirty (30) days after the date the Receiving Entity received the invoice. Receiving Entity shall pay for services received from appropriation items or accounts of Receiving Entity from which like expenditures would normally be paid.

VI. TERM OF CONTRACT:

The term of this Contract shall commence as of the last date of execution by the parties to the Contract, and shall terminate August 31, 2023, or when the services under this Contract are completed, whichever is earlier.

The Contracting Parties may extend the term of the contract by a written amendment signed by the Contracting Parties. This Contract and each of its provisions shall be binding upon the Contracting Parties and may not be waived, modified, amended or altered except by written amendment signed by the Contracting Parties. Performing Agency's billing rates for any extension of the Contract shall be subject to the amounts set forth by the 88th Texas Legislature in the General Appropriations Act.

VII. AUDIT OF CONTRACT:

Performing Entity understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Entity further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Entity will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Performing Entity and the requirement to cooperate is included in any subcontract it awards.

VIII. AMENDMENT:

This Contract may be amended only upon written agreement signed by all parties to this Contract.

IX. DISPUTE RESOLUTION:

The dispute resolution process provided for in Texas Government Code, Chapter 2009, must be used by Performing Entity and Receiving Entity to attempt to resolve all disputes arising under this Contract. Any notice of dispute must be addressed to the contact representative as specified in Section I.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected entities, (2) the proposed arrangements serve the interest of efficient and economical administration of government, and (3) the contracted services will be paid from current revenues available to the paying party.

RECEIVING ENTITY certifies that it has the authority to contract for Performing Entity's services by the authority granted in Texas Water Code, Chapter 36, Subchapter M.

PERFORMING ENTITY further certifies that it has the authority to perform the services contracted for by the authority granted in Texas Government Code § 2003.021(b)(4) and Texas Water Code, Chapter 36, subchapter M.

PERFORMING ENTITY

STATE OFFICE OF ADMINISTRATIVE
HEARINGS

By: _____
Kristofer S. Monson

Title: Chief Administrative Law Judge

Date: _____

RECEIVING ENTITY

POST OAK SAVANNAH GROUNDWATER
CONSERVATION DISTRICT

By: _____
Gary Westbrook

Title: General Manager

Date: _____