

**INTERLOCAL AGREEMENT REGARDING
GROUNDWATER MANAGEMENT AREA 8 FUNDING FOR UPDATE TO
GROUNDWATER AVAILABILITY MODEL**

THIS INTERLOCAL AGREEMENT REGARDING GROUNDWATER MANAGEMENT AREA 8 FUNDING FOR UPDATE TO GROUNDWATER AVAILABILITY MODEL (the “*Agreement*”) is entered into between the Central Texas Groundwater Conservation District, Clearwater Underground Water Conservation District, Middle Trinity Groundwater Conservation District, North Texas Groundwater Conservation District, Northern Trinity Groundwater Conservation District, Post Oak Savannah Groundwater Conservation District, Prairielands Groundwater Conservation District, Red River Groundwater Conservation District, Saratoga Underground Water Conservation District, Southern Trinity Groundwater Conservation District, and the Upper Trinity Groundwater Conservation District (collectively, the “*GMA 8 Districts*” or “*Parties*” and individually a “*GMA 8 District*” or “*Party*”), pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WHEREAS, each Party is a political subdivision of the State of Texas created under the authority of Article XVI, Section 59, of the Texas Constitution, and operates pursuant to the provisions of Chapter 36 of the Texas Water Code, and each Party’s respective enabling act; and

WHEREAS, each Party’s boundaries are wholly or partially within Groundwater Management Area 8 (“*GMA 8*”), as delineated by the Texas Water Development Board (the “*TWDB*”) pursuant to Section 356.21 of TWDB Rules, Title 31 Texas Administrative Code § 356.21, as amended; and

WHEREAS, the GMA 8 Districts selected a consultant to update the Groundwater Availability Model for the Northern Trinity and Woodbine Aquifers (“*GAM*”) for use in developing Desired Future Conditions for the relevant aquifers within GMA 8; and

WHEREAS, each Party has the authority provided in Chapter 791, Texas Government Code, its respective enabling act, Chapter 36 of the Texas Water Code, including, but not limited to, Sections 36.1086, 36.205, and 36.207 of the Texas Water Code, as amended, to enter into any and all such contracts as necessary to achieve the intent and purposes set forth herein; and

WHEREAS, the Parties desire to contract with each other in support of updating the GAM;
and

WHEREAS, the governing body of each GMA 8 District has authorized this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, obligations, and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. SCOPE AND FUNDING

1.1 **Scope of Services.** The GMA 8 Districts have selected INTERA Incorporated and R.W. Harden & Associates (“*Consultant*”) in accordance with the Professional Services Procurement Act, Chapter 2254, Texas Government Code (“*Act*”), to perform the professional services necessary to update the GAM (the “*Project*”). The scope of work to be provided by Consultant is set forth in Exhibit A, attached hereto and incorporated herein for all purposes.

1.2 **Funding of Consultant Services.**

(a) The GMA 8 Districts have negotiated a contract price pursuant to the Act for Consultant to perform the services of the Project in the amount of five-hundred and ninety-one thousand and one hundred dollars (\$591,100.00) (“*Contract Price*”), as set forth in Exhibit A. The North Texas Groundwater Conservation District (“*NTGCD*”) has been appointed by the groundwater conservation districts in GMA 8 as the administrative district for GMA 8, and NTGCD shall serve as the entity that will contract with Consultant to perform the services of the Project under Section 1.1 of this Agreement; provided, however that each GMA 8 District has the same obligations and interest under the Consultant contract and right to the data and information prepared by Consultant for the Project by virtue of funding the work performed. The contract between NTGCD and Consultant is entered into on behalf of all of the GMA 8 Districts in the interest of efficiency, and shall at a minimum include terms related to Force Majeure, remedies for breach, and any applicable representations and warranties to ensure timely delivery of the work product set forth in Exhibit A.

(b) The GMA 8 Districts agree to each fund a portion of the Contract Price for the performance of Consultant services pursuant to the schedule set forth in Exhibit B, attached hereto and incorporated herein for all purposes. Any additional costs beyond the Contract Price must be agreed to in writing by all GMA 8 Districts prior to the cost being incurred. Nothing in this section or the Agreement shall be construed to require a Party to fund any additional cost beyond each Party’s portion of the Contract Price to which that Party does not agree to fund. Similarly, nothing in this section or this Agreement shall be construed as limiting a Party hereto, individually or in conjunction with any other Party/Parties comprising the GMA 8 Districts, from separately funding any other services beyond the Contract Price.

(c) In the event an entity that is not a GMA 8 District approved by the GMA 8 Districts desires to contribute funding to the Contract Price and/or approved additional costs, such contribution shall thereby reduce each Party’s share of the funding on a pro rata basis.

1.3 **Payment of Consultant Services Costs.**

(a) Upon receipt of an invoice from Consultant, NTGCD shall send an email to each GMA 8 District with the following: (a) a copy of the Consultant invoice; and (ii) a separate invoice from NTGCD reflecting the amount due from each GMA 8 District. Payment is

due from each GMA 8 District by check mailed to NTGCD not later than thirty (30) days from the date of the NTGCD invoice. NTGCD shall tender one payment to Consultant on behalf of the GMA 8 Districts, and has the discretion whether to do so prior to or after receipt of payment from some or all of the GMA 8 Districts. The GMA 8 Districts agree to provide payment to NTGCD as set forth herein under all circumstances, unless the GMA 8 Districts agree to halt or refuse payment on a particular Consultant invoice due to a dispute over services performed.

- (b) In the event a GMA 8 District is unable to timely render payment in accordance with Section 1.3(a) for any reason whatsoever (the “***Breaching District***”), such inability to pay does not relieve the GMA 8 District of the funding obligations hereunder, but shall require the other GMA 8 Districts to equally absorb the pro rata share of the Breaching District’s amounts owed to NTGCD. The GMA 8 Districts reserve the right to exercise all of the legal rights and remedies available under law and equity against any GMA 8 District that breaches this Agreement.
- (c) Any funding received from a third party under Section 1.2(c) towards payment of a Consultant invoice or total previously paid by the GMA 8 Districts shall serve as a credit on any future payments owed by the GMA 8 Districts. Any such credit shall be reflected on the following NTGCD invoices delivered to the GMA 8 Districts under Subsection (a) of this section.

II. GENERAL PROVISIONS

- 2.1 **Recitals**. The above recitals in this Agreement are true and correct and are incorporated into this Agreement for all purposes.
- 2.2 **Cooperation**. During the Term of this Agreement, the Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- 2.3 **Compliance with Laws**. All activities of the Parties under this Agreement shall be in compliance with all applicable Federal, State, and Local rules, laws, and regulations.
- 2.4 **Authority**. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code and Sections 36.1086, 36.205, and 36.207 of the Texas Water Code, as amended. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.
- 2.5 **Severability**. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.
- 2.6 **Assignment**. The assignment of this Agreement by any Party is prohibited without the prior written consent of all of the other Parties. All of the respective covenants, undertakings, and successors or assigns of that Party.

- 2.7 **Source of Payment; Pledge to Secure Payment.** The Parties represent and covenant that payments to be made by it under this Agreement shall constitute funds from the current fiscal year's revenues, as appropriated by each Party's Board of Directors through each Party's annual budget adopted in accordance with the applicable procedures of each Party.
- 2.8 **Third Party Beneficiaries.** Except as expressly provided for herein with regard to Consultant, nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
- 2.9 **Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.
- 2.10 **Interpretation and Reliance.** No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions hereof. Headings and captions used in this Agreement are for reference purposes only, and shall have no bearing on the interpretation of this Agreement.
- 2.11 **Relationship of Parties.** This Agreement is based upon the active participation of the Parties. Neither the execution nor the delivery of this Agreement shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Agreement. No Party shall have any power to assume or create any obligation on behalf of the other Party.
- 2.12 **Amendments.** Any amendment of this Agreement must be in writing and will be effective if it is signed by the authorized representatives of each the Parties.
- 2.13 **Applicable Law; Venue.** This Agreement will be construed in accordance with Texas laws. Venue for any action arising hereunder will be in a court of competent jurisdiction.
- 2.14 **Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy or electronic mail; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the official business address of a Party.
- 2.15 **Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.
- 2.16 **No Waiver.** The failure of a Party or the Parties to require strict performance of any provision, term, or condition of this Agreement or to exercise any right or remedy shall not constitute or be construed as a waiver of the provision, term, or condition breached or any other provision, term or condition of this Agreement.

2.17 **Effective Date.** The effective date of this Agreement shall be the last date of execution of the Parties in the signature pages below.

(Signature Pages Follow)

(Signature page of Central Texas Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

CENTRAL TEXAS GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Clearwater Underground Water Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Middle Trinity Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

MIDDLE TRINITY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of North Texas Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Northern Trinity Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

NORTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Post Oak Savannah Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Prairielands Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

PRAIRIELANDS GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Red River Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

RED RIVER GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Saratoga Underground Water Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

SARATOGA UNDERGROUND WATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Southern Trinity Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

(Signature page of Upper Trinity Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)

UPPER TRINITY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A

Scope of Services



Exhibit B

GMA 8 Districts Total Funding of Contract Price

Central Texas Groundwater Conservation District:	\$
Clearwater Underground Water Conservation District:	\$
Middle Trinity Groundwater Conservation District:	\$
North Texas Groundwater Conservation District:	\$
Northern Trinity Groundwater Conservation District:	\$
Post Oak Savannah Groundwater Conservation District:	\$
Prairielands Groundwater Conservation District:	\$
Red River Groundwater Conservation District:	\$
Saratoga Underground Water Conservation District:	\$
Southern Trinity Groundwater Conservation District:	\$
Upper Trinity Groundwater Conservation District:	\$