

INTERLOCAL AGREEMENT FOR LEGISLATIVE AND GOVERNMENTAL SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the select participating districts of the WEST TEXAS REGIONAL GROUNDWATER ASSOCIATION ("WTRGA") Legislative Service Branch in accordance with Chapter 791, Government Code ("Interlocal Cooperation Act"). The participating districts of the WTRGA Legislative Service Branch are listed in Appendix A, which is incorporated herein in full, and the authorization of the governing body of each participating district is evidenced by the signatures on each corresponding signature page.

WITNESSETH

WHEREAS, each of the participating districts is a groundwater conservation district created under the authority of Article XVI, Section 59 of the Texas Constitution, for the purpose of providing for the conservation, preservation, protection, recharging, and prevention of waste of groundwater, and of groundwater reservoirs or their subdivisions, and to control subsidence caused by withdrawal of water from those groundwater reservoirs or their subdivisions; and

WHEREAS, in order to achieve the goals and responsibilities of groundwater conservation districts under Chapter 36 of the Texas Water Code the participating districts must monitor legislative and administrative activities related to groundwater and other issues that impact participants' activities; and

WHEREAS, cooperation between the participating districts in carrying out the objectives of Chapter 36, Texas Water Code, is mutually beneficial and aids in improving the efficiency and effectiveness of each of the participating districts; and

WHEREAS, each participating district is authorized by Chapter 36, Texas Water Code, and the Interlocal Cooperation Act to enter into an interlocal agreement whereby each participating district will cooperate with other local government entities to achieve common goals and share certain governmental functions and services; and

WHEREAS, the costs and expenses associated with the provision of legislative and administrative services along with other governmental functions covered by the interlocal agreement are more efficiently borne through cooperative efforts between groundwater conservation districts; and

WHEREAS, the Board of Directors of each participating district wishes to enter into this interlocal agreement to share certain governmental functions and services:

NOW, THEREFORE, in consideration of mutual covenants, agreements, and benefits to each participating district, it is hereby agreed as follows:

SECTION I

Purpose

In order to assist participating districts in achieving the goals and purposes of Chapter 36 and other applicable statutes, the participating districts, through a treasurer and its participating districts, will

monitor legislative activities, statutory enactments, and the activities of administrative agencies related to groundwater and other natural resource issues of interest to participating districts and will engage the services of a legislative consultant to assist the participating districts in achieving the goals and purposes stated herein.

The participating districts and legislative consultant will also serve as conduits for educating the state's policy makers regarding the functions, duties, benefits, and activities of groundwater conservation districts.

SECTION II

Duties and Obligations of Participating Districts

Each participating district shall be obligated to pay the amount determined and agreed to by the participating districts at the beginning of each fiscal year, and by executing this Agreement, each participating district confirms and acknowledges its obligation under this Agreement. Any participating district may elect to make one payment for its entire obligation due December 1 or two payments due no later than December 1 and February 1, of the following year, respectively.

SECTION III

Procedures

A. Quorum. A quorum is required for the consideration of an issue or the transaction of any business of the WTRGA Legislative Service Branch pursuant to this agreement. A quorum shall consist of a simple majority of the participating districts of the WTRGA Legislative Service Branch. For the purpose of votes taken by email, fax, or phone, the establishment of a quorum requires the receipt of responses from a simple majority of the participating districts of the WTRGA Legislative Service Branch.

B. Majority Required. All issues presented to the WTRGA Legislative Service Branch for a vote will require a simple majority vote for presentation to the Texas Legislature or state agencies.

C. Voting Procedures. When reasonable and practicable, the participating districts of the WTRGA Legislative Service Branch will meet in person to discuss issues, take votes, and transact business. However, issues may also be communicated and voted on by phone, followed by written confirmation, or by email or fax. The time limit for responding to requests shall be clearly stated in the request.

D. Persons Eligible to Vote for a Participating District. The vote of a participating district may be cast by a district manager, director, or another person designated by the District in writing to the Treasurer.

SECTION IV

Officers

A. Election of Officers. At the initial meeting of the WTRGA Legislative Service Branch following the execution of the initial Agreement or any renewal Agreements, the participating districts shall elect one member to serve as treasurer to implement the terms and provisions of this agreement. Additionally, the participating districts shall elect one member to serve as the secondary signature on all checks written on WTRGA Legislative Services Fund accounts.

B. Treasurer. The Treasurer shall serve as the primary financial contact, and the Treasurer's duties will include, but are not limited to, preparing periodic financial reports for participating districts, collecting payments from members, maintaining a separate bank account for WTRGA Legislative Service Branch funds, and preparing checks to meet the financial obligations of the WTRGA Legislative Service Branch including payments to the legislative consultant. The Treasurer is responsible for maintaining the official files and records of the WTRGA Legislative Service Branch relating to the purposes of this agreement.

SECTION V

Selection of Legislative Consultant

Execution of Agreement. A vote authorizing the execution of an agreement with a legislative consultant will require the affirmative vote of a majority of the participating districts for approval.

SECTION VI

Financial Policies and Procedures

A. Payment Procedures. Each participating district shall be obligated to pay the amount determined and agreed to either in a single payment due December 1 or in two equal payments due, respectively, December 1 and February 1 of the following year. Each participating districts' payment will be made with current revenues. The check should be made out to WTRGA Legislative Service Fund and addressed to the Treasurer's district and will be deposited in a separate trust fund account for the WTRGA Legislative Service Fund.

B. Authorization for Contracts and Checks. Contracts or agreements entered into by the WTRGA Legislative Service Branch pursuant to this agreement may be executed on behalf of the WTRGA Legislative Service Branch by the Treasurer and attested by 2 members of the participating districts. Checks written on WTRGA Legislative Services Fund accounts must be signed by the Treasurer and a second participating district representative as voted upon by the full WTRGA Legislative Service Branch.

C. Distribution of Leftover Funds. Upon termination of this Agreement, any remaining WTRGA Legislative Service Branch funds will be distributed to the members pro rata based on each participating district's total contribution.

D. Donations. The WTRGA Legislative Service Branch may accept donations from individuals or entities that are not participating districts of the WTRGA Legislative Service Branch. Any such donors will not be a party to this Agreement and will not receive any votes on WTRGA Legislative Service Branch issues in exchange for their donation.

SECTION VII

Term

The term of this Agreement shall commence on January 1, 2026 and shall continue in full force and effect for two calendar years, ending on December 31, 2027.

This Agreement will automatically renew at the end of the existing term for an additional two (2) year term. Any participating district may elect not to renew this Agreement by giving written notice to each other participating district at least 60 days prior to the end of the original term or any renewed term.

Any notice to terminate must be delivered by certified mail, return receipt requested to the Treasurer of the WTRGA Legislative Service Branch, and by regular mail to each other participating district.

This Agreement may not be terminated by any non-renewing district until said district has complied with its obligations under the Agreement.

SECTION VIII

Entire Agreement; Amendments

This instrument contains the entire agreement between the parties hereto relating to the services and compensation described herein. Any representations or modifications concerning this Agreement, whether prior or subsequent to the execution hereof, shall be of no legal force or effect, except a subsequent modification of this Agreement in writing signed by all parties hereto.

SECTION IX

Assignment

The participating districts shall not make any assignment, in whole or in part, of this Agreement or any part thereof or any obligation hereunder without the prior written consent of all parties hereto.

SECTION X

Severability

If any provision of this Agreement or the application thereof is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

SECTION XI

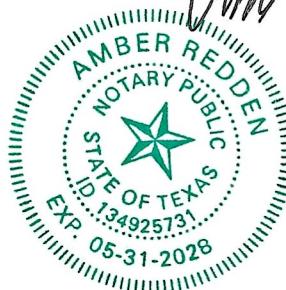
Notices

Any notices or correspondence required or permitted hereunder shall be sent by regular mail, email or fax to the official mailing address of the participating districts. The official address of each participating district is listed on the district's corresponding execution page, and by executing this Agreement, each district confirms and acknowledges that its address is correctly stated. Changes of official mailing address may be made by notifying the WTRGA Legislative Service Branch Treasurer in writing.

EXECUTED on multiple counterparts this 16th day of October 2022

Address for notices:

119 South Cedar st
PEROS Texas 79772



Reeves County Groundwater Conservation
DISTRICT

BY: Ben Burdett
Board President

ATTEST:

Virginia Barnette