

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
THE BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT
AND
THE STATE OFFICE OF ADMINISTRATIVE HEARINGS**

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 § 2003.021(b)(4) and Texas Water Code, Chapter 36, Subchapter M.

I. CONTRACTING PARTIES

Receiving Entity: BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT

Contact Person: Monique Norman
Attorney at Law
P.O. Box 50245
Austin, TX 78763
(512) 922-3082
norman.law@earthlink.net

Mailing Address for Invoices: Alan M. Day, General Manager
Brazos Valley Groundwater Conservation District
112 West 3rd Street
Hearne, TX 77859
(979) 279-9350
aday@brazosvalleygcd.org

with copy to:
Cynthia Lopez, Office Manager
clopez@grazosvalleygcd.org

Performing Entity: STATE OFFICE OF ADMINISTRATIVE HEARINGS

Contact Person: Shane Linkous, General Counsel
State Office of Administrative Hearings
300 W. 15th Street, Suite 504
Austin, Texas 78711
Office (512) 475-4993/Direct (512) 936-6624
shane.linkous@soah.texas.gov

with copy to: finance@soah.texas.gov

II. STATEMENT OF SERVICES TO BE PERFORMED

- a. Performing Entity shall provide administrative hearings services for Receiving Entity as necessary to conduct a contested case hearing pursuant to Texas Water Code § 36.416 regarding certain permit applications of the following Co-Applicants relating to groundwater well(s) in Receiving Entity's jurisdiction:
 1. James C. Brien;
 2. Clifford A. (Trey) Skiles III;
 3. RH2O LLC;
 4. L. Wiese Moore LLC;
 5. Cula d'Brazos LLC;
 6. Ely Family Partnership LP;
 7. Fazzino Investments LP; and
 8. UW Brazos Valley Farm LLC
- b. Upon the acquisition of jurisdiction over the contested case, Performing Entity shall conduct all matters related to the contested case hearing, including all pre-hearing and post hearing matters, a hearing on the merits, and the issuance of a proposal for decision.
- c. If requested by the Receiving Entity, Performing Entity may conduct a preliminary hearing at a location designated and provided by the Receiving Entity, to include a determination of party status for the contested case proceeding.
- d. If requested by the parties to the contested case proceeding, Performing Entity may also provide mediation services regarding the subject matter of this Contract.
- e. The hearing on the merits shall be conducted at SOAH's Austin Headquarters using Performing Entity's hybrid hearings technology as needed to allow case participants the option to be present in-person or appear virtually by videoconference, and to present digital evidence through display systems that can allow all parties to communicate, see each other, share documents, and view screens together during the hearing.
- f. Unless otherwise ordered by the presiding administrative law judge(s) in response to a motion of the parties, all prehearing conferences conducted by Performing Entity shall be conducted using a remote teleconferencing or videoconferencing platform controlled by Performing Entity.
- g. During the term of this Contract, Performing Entity shall act pursuant to applicable law, including Texas Government Code, Chapter 2001; Texas Government Code, Chapter 2003; Texas Water Code, Chapter 36, Subchapter M; and the rules and policies of Receiving Entity. During the pendency of the proceeding at SOAH, the procedures relating to the contested case shall be governed by the Performing Entity's Rules of Procedure as set forth in 1 Texas Administrative Code Chapter 155.

III. BASES FOR CALCULATING 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 years 2024-2025 (September 1, 2023 - August 31, 2025), the fee of One Hundred Sixty-Five Dollars (\$165.00) per hour for services rendered by an administrative law judge, plus Forty-Two Dollars and Ninety Cents (\$42.90) 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, H.B. 1, 88th Legislature, R.S. 2023, Article VIII, SOAH Riders 3 and 7).
- b. 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 Headquarters.
- d. In accordance with Texas Water Code § 36.408 and 1 Tex. Admin. Code § 155.423, SOAH requires that a court reporter's transcript be prepared of the contested case proceeding. Receiving Entity shall be responsible for the provision of court reporter services and shall pay costs associated with court reporter charges, subject to reasonable allocation of such costs among the parties to the hearing by the presiding administrative law judge(s).

IV. ESTIMATED COST:

The amount of this Contract is estimated to be **Forty-Five Thousand and 00/100 Dollars (\$45,000.00)** 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, 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 Section III 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.

In accordance with Texas Water Code § 36.416(c), Performing Entity recognizes that the party requesting the hearing before SOAH is responsible for costs associated with this Contract by depositing with the Receiving Entity an amount sufficient to pay the estimated cost before the hearing begins. However, Receiving Entity is solely responsible for securing this deposit from the Co-Applicants and for securing any funds that may be required in addition to this deposit if the actual costs associated with this Contract exceed the estimated amount of the initial deposit.

Payment of each invoice by the Receiving Entity 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, 2025, 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. Performing Agency's billing rates for any extension of the Contract term shall be subject to the rates and amounts set forth by the 89th 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 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.

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 that cannot otherwise be resolved through informal negotiation. Any notice of dispute must be addressed to the contact representative as specified in Section I.

SIGNATURE PAGE TO SOAH CONTRACT NUMBER 900-24-BVGCD.1


THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that (1) the services specified herein 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 its enabling act and 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
CHIEF ADMINISTRATIVE LAW JUDGE

DATE: 10/23/2024

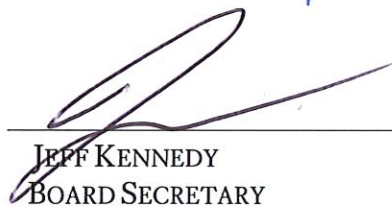
RECEIVING ENTITY

BRAZOS VALLEY GROUNDWATER
CONSERVATION DISTRICT

BY: 

JAYSON BARFKNECHT
BOARD PRESIDENT

DATE: 10-18-2024

BY: 

JEFF KENNEDY
BOARD SECRETARY

DATE: 10-21-24