

Item 6 – Consideration of GMA 12 Interlocal Agreement for Planning Expenses

Members of GMA 12 DFC Planning Group met September 20, 2024 and had a discussion related to cost-sharing of planning expenses. Two methods have been considered thus far; (1) Equal payment by all five districts for incurred expenses and (2) Payment based on % of the District compared a combination of all District budgets. Both methods were once again discussed, and both rejected.

It was agreed that the funding method to be adopted will mirror previous planning rounds. During past planning rounds, the three districts (BVGCD, POSGCD, LPGCD) have shouldered most of the cost allowing Fayette County GCD and Mid-East Texas GCD to contribute to the cause based on their budget constraints. The discussion led to the following breakdown by district:

Brazos Valley GCD – 33%
Post Oak Savannah GCD – 33%
Lost Pines GCD – 30%
Fayette County GCD – 2%
Mid-East Texas GCD – 2%

The approval of an Interlocal Agreement (ILA) will likely be on the December 13, 2024 agenda. Attached is the draft ILA for your review.

It is the recommendation by the General Manager to enter an interlocal agreement with GMA 12 member districts to cost-share DFC planning expenses at the percentages presented to the Board.

**BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT
FAYETTE COUNTY GROUNDWATER CONSERVATION DISTRICT
LOST PINES GROUNDWATER CONSERVATION DISTRICT
MID-EAST TEXAS GROUNDWATER CONSERVATION DISTRICT
POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT
INTERLOCAL AGREEMENT FOR JOINT MANAGEMENT PLANNING EXPENSES**

This Interlocal Agreement (“Agreement”) is made and entered into by and between the Brazos Valley Groundwater Conservation District (“BVGCD”), Fayette County Groundwater Conservation District (“FCGCD”), Lost Pines Groundwater Conservation District (“LPGCD”), Mid-East Texas Groundwater Conservation District (“METGCD”), and Post Oak Savannah Groundwater Conservation District (“POSGCD”), political subdivisions of the State of Texas, and members of Groundwater Management Area 12 (“GMA12”), tasked with joint planning for the management of the aquifers beneath their district boundaries (collectively, “Districts”).

RECITALS

WHEREAS, the Districts have the authority under Texas Government Code, Chapter 791, to contract with other local governments for government functions and services. Each District is a “local government” as defined by Texas Government Code § 791.003(4)(A) and desires to enter into this Agreement pursuant to Chapter 791;

WHEREAS, for joint planning in a groundwater management area, the Districts have the authority under Texas Water Code § 36.1086 to jointly contract to conduct studies, research, or projects, including studies of groundwater availability and quality, aquifer modeling, and the interaction of groundwater and surface water;

WHEREAS, the Districts, in furtherance of their duties to conduct joint planning for the management of groundwater in GMA 12, desire to pay for groundwater modeling and hydrogeology expenses incurred to assist GMA 12 with modeling, forecasting, development of the desired future conditions, preparing the statutorily mandated explanatory report and other tasks for the purpose of joint planning (“Services”);

WHEREAS, the Districts find that joint planning is a public purpose necessary for establishing desired future conditions for the management of groundwater in GMA 12; and

WHEREAS, the Districts agreed on a cost-sharing method to pay for the Services;

NOW, THEREFORE, in consideration of the above recitals, mutual benefits and promises, each to the other made herein, the Districts above agree as follows:

AGREEMENT

1. Within 30 days of this Agreement’s Effective Date, the District’s GMA 12 representatives will select a District and its retained consultant to perform the Services for the current planning cycle (“Designated District”). The consultant must be currently retained by one of the Districts.

For future planning cycles, the District’s GMA 12 representatives will select a Designated District within 90 days of May 1, 2026, and every five years after that.

2. The Districts agree to share the cost of the Services according to the following percentages:

District	Percentage Cost Share
Brazos Valley GCD	33%
Fayette County GCD	2%
Lost Pines GCD	30%
Mid-East Texas GCD	2%
Post Oak Savannah GCD	33%

3. The Designated District agrees to pay for the Services pursuant to an agreement with their consultant. The Districts agree to reimburse the Designated District following the Percentage Cost Share within 30 days of written notice from the Designated District of the costs of the Services.

4. This Agreement is effective for an initial term ending on May 1, 2026, or until the end of the current planning cycle, whichever is later (“Initial Term”). Each term following the Initial Term will be five years from the expiration of the previous term and may be renewed by agreement of the Governing Board of the Districts for five-year terms consistent with the timeline of the planning cycle in Tex. Water Code § 36.108.

5. Any District can terminate this Agreement by giving 90 days’ written notice to the other Districts. If a District terminates before the end of a joint planning cycle, it will still be responsible for all costs related to preparing the desired future conditions for that cycle.

6. If a District fails to meet its obligations, any other District may send a 15-day written notice giving the defaulting District an opportunity to cure the default. If the defaulting District fails to cure, the other Districts may pursue any available remedies against the defaulting District.

GENERAL PROVISIONS

1. All notices under this Agreement shall be in writing and may be either emailed or sent by U.S. Mail, certified mail, return receipt request, to the following addresses:

District	Contact Information
Brazos Valley GCD	
Fayette County GCD	
Lost Pines GCD	

Mid-East Texas GCD	
Post Oak Savannah GCD	

2. This Agreement is not intended, nor will it be construed, to confer any benefits, rights or remedies upon any third party.
3. This Agreement may be executed in any number of original counterparts, each of which will be deemed an original and all such counterparts shall constitute one and the same document.
4. Each Party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement has been properly authorized to enter into this Agreement.
5. This Agreement shall be interpreted in accordance with the law of the State of Texas.
6. This is the entire Agreement between the Districts. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. This Agreement may not be amended, except in writing signed by all parties.

Executed and effective upon the last to sign below (“Effective Date”).

BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT

By: _____

Date: _____

ATTEST:

FAYETTE COUNTY GROUNDWATER CONSERVATION DISTRICT

By: _____

Date: _____

ATTEST:

LOST PINES GROUNDWATER CONSERVATION DISTRICT

By: _____

Date: _____

ATTEST:

MID-EAST TEXAS GROUNDWATER CONSERVATION DISTRICT

By: _____

Date: _____

ATTEST:

POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT

By: _____

Date: _____

ATTEST:
