

INTERLOCAL AGREEMENT FOR SUPPORT SERVICES RELATED TO GROUNDWATER MONITORING

This Interlocal Cooperative Agreement ("Agreement"), is entered into between Pecan Valley Groundwater Conservation District (hereinafter "COOPERATING DISTRICT") and Victoria County Groundwater Conservation District (hereinafter "VCGCD").

WHEREAS, COOPERATING DISTRICT and VCGCD are separate groundwater conservation districts organized and operating under Chapter 36, Texas Water Code, and created by separate enabling acts of the Legislature of the State of Texas and confirmed by the voters of each county, and

WHEREAS, under the provisions of Chapter 791, Texas Government Code, political subdivisions are authorized to contract with one another to increase efficiency and effectiveness; and

NOW THEREFORE, in consideration of the premises and the mutual agreement herein, the parties agree as follows:

1. The respective duties and obligation of the parties to this agreement shall be for a period of nine (9) months (January 1, 2020 to September 30, 2020).
2. The office and field equipment possessed by VCGCD shall be available for use by the VCGCD representatives for the purposes of completing the duties and responsibilities related to field services (in general) and specifically, synoptic water level monitoring efforts of the COOPERATING DISTRICT at times and durations agreeable to the VCGCD General Manager.
3. The VCGCD General Manager shall provide services related to synoptic water level monitoring efforts to the COOPERATING DISTRICT at times and durations agreeable to the VCGCD General Manager upon request by the COOPERATING DISTRICT General Manager or Presiding Officer.
4. The VCGCD Aquifer Monitoring Technician shall provide services related to synoptic water level monitoring efforts to the COOPERATING DISTRICT at times and durations agreeable to the VCGCD General Manager upon request by the COOPERATING DISTRICT General Manager or Presiding Officer.
5. The COOPERATING DISTRICT shall compensate VCGCD \$52.00 per hour for each hour of services provided by the VCGCD General Manager.
6. The COOPERATING DISTRICT shall compensate VCGCD up to \$26.25 per hour for each hour of services provided by a VCGCD Aquifer Monitoring Technician.
7. The COOPERATING DISTRICT shall compensate VCGCD for mileage associated with providing services at a IRS mileage reimbursement rate applicable at the time when the mileage occurred.
8. VCGCD shall invoice the COOPERATING DISTRICT within its usual and customary policies and procedures.
9. When traveling to a particular site, the Districts may coordinate the appropriate use of the COOPERATING DISTRICT'S vehicle as the Districts deem appropriate.
10. The COOPERATING DISTRICT shall compensate VCGCD for increased insurance costs, if any, resulting from the provision of services to the COOPERATING DISTRICT

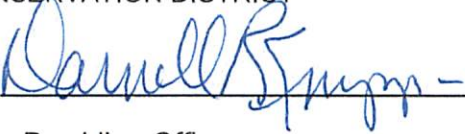
or the COOPERATION DISTRICT may terminate this agreement if the increase insurance cost is not agreeable to the COOPERATING DISTRICT provided that payment has been made for all services received.

11. Nothing in this contract shall be construed as placing any legal liability for the action of one district upon the other district. To the extent allowed by law, each district shall hold the other District, its officers, directors, employees, and independent contractors harmless from any and all liabilities, damages, business interruptions, delays, losses, claims, judgements of any kind including all costs, attorney's fees, expenses incidental thereto, which may be suffered or charged against one district caused by negligent acts performed by the other District, its officers, directors, employees and independent contractors. .
12. The Boards of Directors of COOPERATING DISTRICT and VCGCD shall approve this agreement by majority vote and shall review this interlocal cooperative agreement periodically, regarding such matters as changes in compensation and renewal of the agreement.
13. This agreement shall be constructed under and in accordance with the laws of the State of Texas. Exclusive venue is in Victoria County Texas.
14. It is expressly understood and agreed that nothing in this agreement is intended, nor shall it be construed, to waive any immunity or defense that would be otherwise available to either COOPERATING DISTRICT or VCGCD arising from the exercise of these governmental powers or functions.
15. Force Majeure Clause: It is specifically agreed and understood, however, that notwithstanding this Article or any other Article hereof, each party shall have the right to immediately terminate this interlocal agreement for any reason, provided termination shall not affect the obligation of COOPERATING DISTRICT to submit payment for all services previously rendered by VCGCD. The term "Force Majeure" means: acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of the government, either federal or state, civil or military, civil disturbances, explosions, sabotage, malicious mischief, any of the foregoing or any action due to existing or future rules, regulations, orders, laws or proclamations of governmental authorities (both federal, state, or local), including both civil and military, and any other cause whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension. Neither District shall be held responsible for any failure or delay in the performance of its obligations hereunder arising out of or caused directly or indirectly by forces beyond its control as defined as "Force Majeure". Each District shall use reasonable efforts to perform as soon as is reasonably practicable under the circumstances.
16. This document shall be executed in duplicate originals.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be duly executed on the

18th day of February 2020.

PECAN VALLEY GROUNDWATER
CONSERVATION DISTRICT

By: 
Presiding Officer

Date: 2/11/2020

VICTORIA COUNTY GROUNDWATER
CONSERVATION DISTRICT

By: 
Presiding Officer

Date: 2-18-2020