

**INTERLOCAL AGREEMENT**  
**GROUNDWATER MANAGEMENT AREA 9**  
**DFC EXPLANATORY REPORT**

This Interlocal Agreement (Agreement) is entered into between the undersigned Groundwater Conservation District (District) and the Cow Creek Groundwater Conservation District (CCGCD) for purposes of Joint Planning within Groundwater Management Area 9 (GMA9) in accordance with Chapter 36.108 of the Texas Water Code and specifically in regard to the preparation of and payment for the DFC Explanatory Report (the Report).

Each District in GMA9 shall adopt this Agreement and forward a copy of the signed agreement or minutes approving the agreement to the CCGCD.

**1.01** The undersigned District shall agree to share equally in the expenses incurred in the preparation of the Report which is \$65,000 total for GMA9. All GMA9 Districts will have access to all the documents that are a result of the Report. The total contract amount divided equally by each GCD for each fiscal year is as follows:

<b>Groundwater Conservation District</b>	<b>Project Budget Estimate</b>			
	<b>FY 15</b>	<b>FY 16</b>	<b>Totals</b>	<b>%Total</b>
Bandera County River Authority and Groundwater District	\$5,533.35	\$1,688.90	\$7,222.25	10.81%
Barton Springs/Edwards Aquifer Conservation District	\$5,533.35	\$1,688.90	\$7,222.25	10.81%
Blanco-Pedernales Groundwater Conservation District	\$5,533.35	\$1,688.90	\$7,222.25	10.81%
Cow Creek Groundwater Conservation District	\$5,533.35	\$1,688.90	\$7,222.25	10.81%
Edwards Aquifer Authority	\$5,533.35	\$1,688.90	\$7,222.25	10.81%
Hays Trinity Groundwater Conservation District*	\$5,533.35	\$1,688.90	\$7,222.25	10.81%
Headwaters Groundwater Conservation District	\$5,533.35	\$1,688.90	\$7,222.25	10.81%
Medina County Groundwater Conservation District	\$5,533.35	\$1,688.90	\$7,222.25	10.81%
Trinity Glen Rose Groundwater Conservation District	\$5,533.35	\$1,688.90	\$7,222.25	10.81%
<b>TOTALS</b>	<b>\$49,800</b>	<b>\$15,200</b>	<b>\$65,000</b>	<b>100.00%</b>

\*For the Services to be funded by the Hays Trinity Groundwater Conservation District (HTGCD) and paid through the CCGCD, the Contractor will issue three separate invoices to the CCGCD, one each for Fiscal Year 2015, Fiscal Year 2016 and Fiscal Year 2017. Each invoice will be for one-third of the HTGCD's share of the total contract fee to be paid to the Contractor.

**1.02** If the number of Districts funding the contract is reduced from nine to eight, the total amounts will be adjusted as follows:

For FY 15 - the per GCD amount then becomes \$6,225, for a total of \$49,800 for that year.

For FY 16 - the per GCD amount then becomes \$1,900, for a total of \$15,200 for that year.

**1.03** The CCGCD has been appointed by GMA9 as the contracting District for the preparation of the Report. CCGCD will invoice the undersigned District for its share of costs as the expenses are incurred. The undersigned District will pay the invoiced amount to the CCGCD within 45 days from the invoice date.

**1.04** By execution of this Agreement, the Participating Districts agree to comply with and abide by this Agreement.

**1.05** The term of this Agreement shall commence on the 1<sup>st</sup> day of February, 2015, and shall continue in full force and effect until the Explanatory Report contract is completed and the final invoice is paid.

**1.06** This Agreement is entered into and executed in the State of Texas and all questions pertaining to its validity or construction shall be determined in accordance with laws of the State of Texas.

**1.07** In case any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

This Interlocal Agreement has been approved and adopted by the Board of Directors of the undersigned District; the adoption of which is so indicated by the undersigned Board President or the President's Designee.

---

Board President or President's Designee

---

Date

---

District Name