

INTERLOCAL AGREEMENT BETWEEN BURLESON COUNTY AND POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT

This Interlocal Agreement (“Agreement”) is made and entered into by and between the Burleson County, Texas (“County”), a political subdivision of the State of Texas, and Post Oak Savannah Groundwater Conservation District (the “District”), a political subdivision of the State of Texas, for establishing shared working arrangements within the County.

RECITALS

WHEREAS, Texas Government Code, Chapter 791, known as the Texas Interlocal Cooperation Act, provides that one or more public agencies may contract with each other for governmental functions and services, including public health and welfare, administrative functions; other governmental functions which the contracting parties are mutually interested in to provide a governmental function or service that each Party to the contract is authorized to perform individually; and

WHEREAS, the District, in furtherance of its duties to provide information on groundwater conditions in Burleson County, desires to place groundwater monitoring wells in various locations within the County and specifically to be able to place such monitoring wells on County owned property and/or within the County rights-of-way; and

WHEREAS, the County desires to assist with and facilitate such placement of the groundwater monitoring wells.

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

PUBLIC PURPOSE:

The District was created and its mission is to provide for the conservation, preservation, protection, recharging, and prevention of waste of groundwater, and to protect groundwater users within Burleson and Milam Counties. To that end, the District has been working with the County concerning the drilling, placement and maintenance of groundwater monitor wells, specifically desiring to place some of the wells on property owned by the County and/or in the rights-of-way of the County roads. Such placement would afford the District the ability to obtain necessary and valuable information related to characteristics of geologic formations and groundwater levels.

The location of the groundwater monitoring wells will be mutually decided by the District General Manager and the Burleson County Judge.

District will comply at all times, at its sole cost, with all applicable federal, state and local laws, rules, regulations and standards, including District's rules, in connection with its activities hereunder, including, without limitation, the use, operation, maintenance and repair of District's equipment and appurtenances.

District shall pay all costs associated with the installation, operation and maintenance of the monitor wells and the equipment associated with monitor wells. These costs may include the installation of a water level monitoring probe and any mobile radio or telephone equipment (telemetry) used to relay the water level information to District, and the costs for installation of the telemetry equipment and service. District shall pay all costs associated with the monthly operational expenses of the water monitoring equipment, telemetry equipment and service.

Should the County desire to produce water from one of these wells the County will comply at all times, at its sole cost, with all applicable federal, state and local laws, rules, regulations and standards, including District's rules, in connection with its activities hereunder, including, without limitation, the use, operation, maintenance and repair of County's equipment and appurtenances. County will endeavor to work with the District to ensure accommodation of the District's needs for groundwater monitoring.

LIABILITY AND INDEMNIFICATION

In order to protect both the District and the County, if the District intends to drill and place such monitoring wells in the rights-of-way, it will be done in such a manner that no part of the well would remain above ground or exposed, thereby reducing and/or limiting liability to both the District and the County.

To the extent allowed by Texas law, the District agrees to and shall indemnify, save and hold harmless the County, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney fees for injury to or death of any person, or for damage to any property arising out of or in connection with the drilling and/or placement and maintenance of the groundwater monitoring wells, to the extent that such injury, death, or property damage, destruction, or loss is caused by the District's monitoring wells or loss is caused by the District's sole negligence or intentional act or omission.

The County, to also protect both the County and the District, agrees that if any of its employees are notified or learn in any way that a monitoring well is damaged or exposed and may cause damage within the County's rights-of-way, the County shall, within forty-eight (48) hours contact the District and inform them of such condition of the monitoring well.

Each Party shall inform the other Party in writing within ten (10) days should they receive notice of any claim, demand, suit or any action made or brought against them, arising out of the activities conducted pursuant to this Agreement. Said notice shall include: a) the name and address of the claimant; b) the basis of the claim, action or proceeding; c) the court, if any, where such claim, action, or proceeding was instituted; and d) the name against whom such claim is made.

EFFECTIVE DATE, RENEWAL AND TERMINATION

This Agreement shall be effective when it has been approved by the County Judge and Commissioner's Court of Burleson County and the Governing Body of the District and signed below by the duly authorized representatives of the County and the District.

This Agreement may be terminated by either party with or without cause after a 90-day notification period.

In the event a Party to this Agreement fails to perform an obligation set forth herein, the aggrieved party shall give the defaulting party a thirty (30) day written notice of default with an opportunity to cure such default within that time frame, unless a different time frame is agreed upon in writing. If the defaulting party fails to cure such default during the stated period, the Agreement shall terminate and the Parties shall assume responsibility for the services being performed.

GENERAL PROVISIONS

1. All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt request, to the following address:

COUNTY: Burleson County
100 W. Buck St., #306
Caldwell, Texas 77836
Attn: County Judge

DISTRICT: Post Oak Savannah Groundwater Conservation District

310 East Avenue C
Milano, Texas 76556
Atten: General Manager

2. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement.
3. The waiver of either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
4. It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.
5. This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party hereto.
6. This Agreement may be executed in any number of original counterparts, each of which shall for all purposes be deemed an original and all such counterparts shall constitute one and the same document.
7. Each Party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
8. This Agreement shall be interpreted in accordance with the law of the State of Texas and Burleson County is the proper venue for any action regarding this contract.
9. This is the entire Agreement between the County and the District. 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 both parties. NO OFFICIAL AGENT, EMPLOYEE OR REPRESENTATIVE of the Parties has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Parties.

Executed this ____ day of _____, 2026

BURLESON COUNTY, TEXAS

By: _____
Keith Schroeder
County Judge

ATTEST:

Executed this 10th day of March, 2026

**POST OAK SAVANNAH GROUNDWATER
CONSERVATION DISTRICT**

By: _____
Jay Wilder, Board President

ATTEST:

Becky Goetsch, Board Secretary/Treasurer