

INTERLOCAL AGREEMENT TO DEVELOP A REGIONAL HABITAT CONSERVATION PLAN IN BELL AND CORYELL COUNTIES

This Interlocal Agreement (“Agreement”) is made and agreed to by and among Bell County, Coryell County, Clearwater Underground Water Conservation District (“Clearwater UWCD”), Killeen-Temple Metropolitan Planning Organization (“KTMPO”), Middle Trinity Groundwater Conservation District (“Middle Trinity GCD”), City of Gatesville, City of Copperas Cove, City of Killeen, City of Harker Heights, City of Belton, City of Temple, the Village of Salado, and the Brazos River Authority (collectively, the “Parties” and, individually, a “Party”), for the purpose of creating the Karst Coalition to develop a regional habitat conservation plan (“RHCP”) in Bell and Coryell Counties (the “Planning Area”).

RECITALS

WHEREAS, Bell County is a corporate and political body created and operating pursuant to Article IX, Section 1, and Article XI, Section 1 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, Coryell County is a corporate and political body created and operating pursuant to Article IX, Section 1, and Article XI, Section 1 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, Clearwater UWCD is a groundwater conservation district and a body politic and corporate, created pursuant to Article XVI, Section 59 of the Constitution of Texas; operating pursuant to Chapter 8877 of the Texas Special District Local Laws Code, Chapter 36 of the Texas Water Code, and the applicable general laws of the State of Texas; and confirmed by the voters of Bell County in August 1999;

WHEREAS, Middle Trinity GCD is a groundwater conservation district and a body politic and corporate, created pursuant to Article XVI, Section 59 of the Constitution of Texas; operating pursuant to Chapter 8862 of the Texas Special District Local Laws Code, Chapter 36 of the Texas Water Code, and the applicable general laws of the State of Texas; and confirmed by the voters of Comanche and Erath Counties in May 2002, and later by the voters of Bosque County in May 2009, and the voters of Coryell County in November 2009;

WHEREAS, the City of Gatesville is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Copperas Cove is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Killeen, is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Harker Heights, is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Belton is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the City of Temple is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the Village of Salado is a Type A general-law municipality created and operating pursuant to Article XI, Section 4 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

WHEREAS, the Brazos River Authority is a conservation and reclamation district, a river authority, and a body politic and corporate created and operating pursuant to Article XVI, Section 59 of the Constitution of Texas; and the applicable general laws of the State of Texas;

WHEREAS, the Parties, each being a political subdivision, and either a county, special district, or municipality of the State of Texas, desire to enter this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code, and form the Karst Coalition;

WHEREAS, the purpose of this Agreement is to facilitate regional joint management, cooperation, and funding among and between the Parties and other stakeholders in and around the Planning Area in the development of an RHCP;

WHEREAS, the collective funding of an RHCP is intended to stimulate, encourage, and support development and conservation in and around the Planning Area, while supporting the Parties' potential future application for an incidental take permit under Section 10(a) of the Endangered Species Act ("ESA") in the event such a permit is required and desired;

WHEREAS, the Parties intend to request and receive a grant from the United States Fish and Wildlife Service ("FWS") in order to fund certain regional habitat conservation planning efforts, while providing a local match of no less than 25 percent of the funds awarded by FWS;

WHEREAS, the Parties will coordinate and manage the execution of the consultant services contract for the development of the RHCP, with Bell County, by agreement, taking the public lead, and each Party's designated representative having an equal vote on substantive decisions as described below; and

WHEREAS, the governing bodies of the Parties have each respectively determined for themselves that they have the authority to carry out the purposes and perform the tasks required of developing

an RHCP, and accordingly have each approved and authorized the execution and performance of this Agreement;

NOW THEREFORE, in consideration of the promises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. AUTHORIZATION AND PURPOSE

1.1 Authority and Purpose.

- (a) This Agreement is entered into pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, and other applicable law, including Texas Parks and Wildlife Code Chapter 83.
- (b) The purpose of this Agreement is to set out the terms governing and the rights and duties respecting the Parties' coordination, development, administration, implementation, and funding of an RHCP.

ARTICLE II. CREATION OF COORDINATING COMMITTEE

2.1 Creation and Purpose.

- (a) The Coordinating Committee is hereby created as of the Effective Date pursuant to Section 791.013 of the Texas Government Code, as an instrumentality of the Parties.
- (b) The Parties are authorized by state law to develop and implement an RHCP, and the Coordinating Committee is created to carry out those essential governmental purposes on behalf of the Parties.

2.2 Coordinating Committee Membership and Voting:

- (a) The Coordinating Committee shall consist of one (1) representative appointed by the governing bodies of each of the signatories to this Agreement.
- (b) The appointed members of the Coordinating Committee shall appoint a Chair.
- (c) Members of the Coordinating Committee by virtue of their membership on the Coordinating Committee, do not hold a civil office, an office of profit, trust, or emolument, within the meaning of Article XVI, Section 12, 30, or 40 of the Texas Constitution.
- (d) Members of the Coordinating Committee shall serve until the governing body of a Party appoints a new member. No Party shall be represented by more than one appointed representative at a time. If a member of the Coordinating Committee is unable to attend a meeting, that member may, in writing, appoint a voting proxy in their stead and be counted for quorum and voting purposes. Voting shall be 'one member, one vote' unless a member requests weighted voting based upon cost sharing allocations. Tier One Parties shall have

three (3) votes, Tier Two Parties shall have two (2) votes, and Tier Three Parties shall have one (1) vote.

2.3 Coordinating Committee Meetings.

- (a) The Coordinating Committee shall meet periodically as necessary to fulfill the purpose of this Agreement.
- (b) Coordinating Committee meetings shall be scheduled to occur at a place and time determined in advance by the Coordinating Committee members.
- (c) The Coordinating Committee shall adopt bylaws governing the Coordinating Committee's meetings as prescribed by this Agreement.

2.5 Notice.

- (a) Written notice of each meeting of the Coordinating Committee must be delivered to each Coordinating Committee member. The notice must be delivered at least three (3) calendar days before a meeting by electronic mail, facsimile, courier, or hand delivery.
- (b) Coordinating Committee meetings and notice are subject to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE III. DUTIES OF THE COORDINATING COMMITTEE

3.1 General Powers. The Coordinating Committee has all of the powers of the Parties that are necessary and consistent with its duties set forth in this Agreement.

3.2 Principal Duties.

- (a) The Coordinating Committee is created and shall operate to carry out the purposes and goals of this Agreement, and particularly the planning, coordinating, development, and implementation of an RHCP in the Planning Area.
- (b) In furtherance of this Agreement and the purposes set forth herein, the Coordinating Committee shall perform the following tasks:
 - (i) Perform the duties of the Evaluation Committee as set forth in the Request for Proposals issued on October 1, 2021, as RFP 18-22, attached as **Exhibit A**, and incorporated for all purposes by reference, which includes selecting a contractor to develop an RHCP (the "Selected Contractor");
 - (ii) Make recommendations to the Parties regarding annual budgets, alternative funding sources, and other actions necessary to develop and implement an RHCP in the Planning Area;
 - (iii) Provide policy oversight regarding the development and implementation of an RHCP in the Planning Area, including coordinating with FWS; and

- (iv) Coordinate among and between Parties and other stakeholders to identify future actions, duties, and roles of the Coordinating Committee, the Parties, and other stakeholders.
- (v) Review this Agreement annually and recommend amendments to the Parties as necessary.

3.3 Administration.

- (a) Administration services for the Coordinating Committee shall be performed by the Administrator, who shall be designated by Bell County.
- (b) The Administrator serves as the Chief Administrative Officer to the Coordinating Committee. The Administrator's duties include, but are not limited to, the following:
 - (i) Coordinating activities and meetings of the Coordinating Committee;
 - (ii) Preparing and posting public notices in compliance with this Agreement and Texas Open Meetings Act, Chapter 551 of the Texas Government Code;
 - (iii) Keeping records, and preparing materials as may be needed for purposes of carrying out the scope of this Agreement;
 - (iv) Coordinating with the Selected Contractor as may be necessary throughout the development of an RHCP;
 - (v) Managing, tracking, and reporting on all budgets as described herein at Coordinating Committee meetings;
 - (vi) any and all other duties as may be assigned by the Coordinating Committee.

ARTICLE IV. INITIAL BUDGET AND COST-SHARING SCHEDULE

4.1 Initial Budget.

- (a) This, Section 4.1 of the Agreement shall remain in effect from the Effective Date until the expiration of one (1) calendar year, or until superseded by the adoption of a new or amended budget, whichever occurs first.
- (b) Parties intend to request a grant from FWS in an amount not to exceed one million dollars and no/100 (\$1,000,000.00), and duly recognize that FWS requires a local match of twenty-five percent under FWS grant guidelines, which local match may be cash and/or in-kind services.
- (c) Parties agree to fund the total Initial Budget, which shall not exceed \$250,000, and each Party agrees to commit to cost participation under the cost sharing formula as set forth in Exhibit B. Cost sharing commitments may include eligible in-kind services under FWS

grant guidelines. The parties may withdraw from this agreement by Voluntary Removal as described under Section 5.9 of this Agreement by providing written notice to the Administrator, provided however that such notice is delivered not less than either 30 days prior to the filing of the grant application, or 30 days prior to the grant application deadline, whichever is earlier.

- (d) The Administrator shall maintain copies of this Agreement, and retain copies of all invoices which shall be issued to the Parties each month (“Monthly Invoice”) according to this Agreement.
- (e) Parties shall pay Bell County the amount of each Monthly Invoice within 30 (thirty) days of receipt , and shall make such payments from current revenues available to the paying party.
- (f) Bell County shall account for its labor and direct expenses associated with administering the development of an RHCP in Bell and Coryell Counties. Bell County will provide for this accounting for purposes of the grant application only as it relates to the allowance of in-kind services as part of the local match requirement.

ARTICLE V. GENERAL PROVISIONS

- 5.1 Recitals.** The recitals herein stated are correct, agreed upon, and hereby incorporated by reference and made a part of this Agreement.
- 5.2 Obligations of the Parties.** Parties agree to be bound by this Agreement, and to work in good faith toward achieving its purpose and the functions described herein.
- 5.3 Dissolution of the Coordinating Committee.** Any dissolution of the Coordinating Committee shall be effective only upon the expiration of the term of this Agreement or by amendment of this Agreement.
- 5.4 Termination.** Notwithstanding anything to the contrary within this Agreement, if at any time during the term of this Agreement, any Party defaults in the performance of any of the terms or conditions of this Agreement, the Administrator shall inform the Coordinating Committee of such Default by issuing a written notice to the Coordinating Committee members. The Coordinating Committee, upon receipt of such notice, shall (1) meet and may elect to provide a written notice after which the defaulting Party shall have 30 (thirty) days to cure or (2) remove the breaching Party from the Agreement by amendment.
- 5.5 Amendment.** The Parties, and their respective designees, may propose an amendment to this Agreement. An amendment to this Agreement is adopted if the governing bodies of each of the Parties adopt the amendment and furnish the Administrator with certified copies of the adopting resolutions.
- 5.6 Notices.** To be effective, any notice provided under this Agreement must be in writing, and shall be deemed to have been received for all purposes upon the earlier to occur of

hand delivery or three (3) days after the same is mailed by U.S. Postal Service certified or registered mail, return receipt requested, and addressed as follows:

If to Bell County:
Bell County Judge
The Honorable David Blackburn
P.O. Box 768
Belton, TX 76513

If to Brazos River Authority
General Manager
David Collinsworth
P.O. Box 7555
Waco, TX 76714

If to Coryell County:
Coryell County Judge
The Honorable Roger Miller
800 E. Main St. Ste. A
Gatesville, TX 76528

If to City of Gatesville:
City Manager
William Parry, III
110 N 8th St.
Gatesville, TX 76528

If to Clearwater UWCD:
General Manager,
Mr. Dirk Aaron
P.O. Box 1989
Belton, TX 76513

If to City of Copperas Cove:
City Manager
Ryan D. Haverlah
P.O. Box 1449
Copperas Cove, TX 76522

If to Middle Trinity GCD:
General Manager
930 North Wolfe Nursery Road,
Stephenville, TX 76401

If to City of Killeen:
City Manager
Kent Cagle
P.O. Box 1329 Killeen, TX 76540

If to City of Belton:
City Manager
Sam A. Listi
P.O. Box 120
Belton, TX 76513

If to City of Harker Heights:
City Manager
David Mitchell
P.O. Box 2518
Harker Heights, TX 76548

If to Killeen-Temple Metropolitan
Planning Organization:
Planning & Regional Services
Division Director
Uryan Nelson
P.O. Box 729
Belton, Texas 76513

If to City of Temple:
City Manager
Brynn Meyers
P.O. Box 207
Temple, TX 76503

If to the Village of Salado:
Village Administrator
Donald P. Ferguson
P.O. Box 219
Salado, TX 76571

5.7 Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas, and shall be fully enforceable in Bell County or Coryell County.


- 5.8 Formal Matters.** The relationship between the Parties under this Agreement shall be that of independent contractors, and not that of partners, joint ventures, or any other relationship. This Agreement sets out the entire agreement of the Parties in connection with the subject matter addressed herein, and may be modified or amended only in accordance with Section 5.4 of this Agreement.
- 5.9 Voluntary Removal.** At any time, a Party at its own discretion may deem it is in its own best interest to voluntarily terminate its participation in this Agreement, provided however that such notice is delivered not less than either 30 days prior to the filing of the grant application, or 30 days prior to the grant application deadline, whichever is earlier. Such termination shall be effective 30 (thirty) days after the terminating Party delivers written notice of termination to the other Parties. The Parties shall have no additional liability to one another for termination under this section.
- 5.10 Prior Agreements Superseded.** This Agreement, including the exhibits, constitute the entire Agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter.
- 5.11 Assignment.** No Party may assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other Parties. Any attempt to assign without such approval shall be void.
- 5.12 Construction.** In case any one or more of the provisions contained herein shall be held to be for any reason invalid, illegal, or unenforceable in any respect, the remaining provisions of the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision, or by reason of the status of the respective Parties.
- 5.13 Legal Compliance.** Parties, their officials, employees, designees, and agents shall comply with all applicable federal, state, and local laws and ordinances related to the work and services performed under this Agreement.
- 5.14 Force Majeure.** No Party shall be responsible for delays or lack of performance by such entity or its officials, employees, designees, or agents that result from acts beyond that Party's reasonable control, including acts of God, strikes or other labor disturbances, pandemics or epidemics, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to accommodate the delay.
- 5.15 Multiple Counterparts.** This Agreement may be executed in separate identical counterparts by the Parties and each counterpart, when so executed and delivered,

will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

5.16 Not Third Party Beneficiary. The terms and provision of this Agreement are intended solely for the benefit of each Party hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

EXECUTED to be effective on the date signed by every Party, the latest of which shall be the Effective Date.

COUNTY OF BELL

By: 
David Blackburn
County Judge

Date: March 2, 2022

COUNTY OF CORYELL

By: Roger Miller
Roger Miller
County Judge

Date: 24 FEB 2022

CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT

By: Dirk Aaron
Dirk Aaron
General Manager

Date: February 18, 2022

BRAZOS RIVER AUTHORITY

By: 
David Collinworth
General Manager

Date: 2/23/22

MIDDLE TRINITY GROUNDWATER CONSERVATION DISTRICT

By: Patrick F. Wagner
Patrick F. Wagner
General Manager

Date: 3/9/2022

CITY OF BELTON

By: Gene Ellis, ACM
Sam A. Listi
City Manager

Date: 02/18/2022

CITY OF COPPERAS COVE

By: *Ryan D. Haverlah*
Ryan D. Haverlah
City Manager

Date: 03/02/2022

CITY OF GATESVILLE

By: *William H. Parry, III*
William Parry, III
City Manager

Date: February 18, 2022

CITY OF HARKER HEIGHTS

By: *David Mitchell*
David Mitchell
City Manager

Date: 2/22/2022

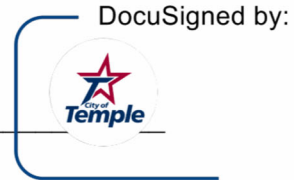
CITY OF KILLEEN

By: _____
Kent Cagle
City Manager

Date: _____

CITY OF TEMPLE

By: *Brynn Meyers*
Brynn Meyers
City Manager



Date: 2/23/2022 | 2:04 PM CST

Approved as to Form *Kathryn H. Davis, City Attorney*

VILLAGE OF SALADO

By: *Donald P. Ferguson*
Donald P. Ferguson
City Manager

Date: *2/18/2022*

KILLEEN-TEMPLE MPO

By: *Uryan Nelson*
Uryan Nelson
Planning & Regional Services Director

Date: 2/18/2022

EXHIBIT A

Request for Proposals 18-2

EXHIBIT B
Cost Allocations

Each party to this agreement agrees to the following cost allocation for their respective entity:

Tier I entities:

Bell County	\$31,250
Coryell County	\$31,250
Clearwater UWCD	\$31,250
Brazos River Authority	\$31,250

Tier II entities:

City of Killeen	\$20,833.25
City of Temple	\$20,833.25
City of Copperas Cove	\$20,833.25
City of Harker Heights	\$20,833.25

Tier III entities:

City of Belton	\$8,333.20
City of Gatesville	\$8,333.20
Village of Salado	\$8,333.20
Middle Trinity UWCD	\$8,333.20
Killeen-Temple MPO	\$8,333.20

The cost allocation formula is based upon:

- 4 entities (Bell County, Coryell County, Clearwater UWCD, and Brazos River Authority) paying 50% of the grant match requirement (\$125,000). These entities are designated as ‘Tier I’ entities.
- 4 entities (cities of Killeen, Temple, Copperas Cove, and Harker Heights) paying two-thirds of one-half of the grant match requirement (\$83,334) remaining after the Tier I entities cost share is deducted.
- 5 entities (cities of Belton, Gatesville, Village of Salado, Middle Trinity UWCD, and Killeen-Temple MPO) paying one-third of one-half of the grant match requirement (\$41,666) remaining after the Tier I entities cost share is deducted.