

**FY 2025 - FY 2026 ADMINISTRATIVE COST AGREEMENT FOR THE  
FAR WEST TEXAS WATER PLAN**

This Agreement (“the Agreement”) is entered into on the date specified below between the **RIO GRANDE COUNCIL OF GOVERNMENTS** (“the RIOCOG”), acting as agent for the **FAR WEST TEXAS WATER PLANNING GROUP** (“the Planning Group”), and **ENTITY** (“ABBREVIATED ENTITY”), all entities created by the laws of the State of Texas (“the Parties”).

**RECITALS:**

- A.** WHEREAS, the 75th Legislature of the State of Texas mandated regional water planning under the direction of the Texas Water Development Board (the “TWDB”) in an Act known as Senate Bill 1 and required that the regional plans be updated every five years.
- B.** WHEREAS, the Planning Group is charged with providing a comprehensive regional water plan (the "Water Plan") for Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio, and Terrell counties, Texas (the “Planning Group”), which was designated by the TWDB as Planning Area E (the “Planning Area”).
- C.** WHEREAS, the rules of the TWDB currently require that 100% of the administrative costs of developing the water plan (“the Administrative Costs”) will be met with voluntary contributions from entities and individuals in the Planning Area.
- D.** WHEREAS, the Planning Group, the RIOCOG, and ENTITY have agreed to cooperate in funding a portion of the Administrative Costs for the fiscal year 2025 (“FY 2025”, October 1, 2024, through September 30, 2025) and fiscal year 2026 (“FY 2026”, October 1, 2025, through September 30, 2026).

**AGREEMENT:**

NOW, THEREFORE, in connection with and as a result of the foregoing, and for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

- 1. Administrative Contribution.** ENTITY will contribute the amount of XXX Dollars (\$X,XX) in FY 2025 and FY 2026 toward the Administrative Costs of the water plan (the “Payment”). The Payment shall be made from the current revenues of ENTITY and does not constitute a commitment to future revenues.
- 2. Administrative Agent and Payment.** ENTITY agrees that the RIOCOG will act as the administrative agent for the Planning Group to accept, hold, and distribute the Payment. Payment should be made payable to Rio Grande Council of Governments.
- 3. Independent Contractors.** The Parties agree that all employees, representatives, agents, officials, contractors and consultants of the Planning Group are not employees of any Party to the Agreement.

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4. **Change in Cost or Funding of the Administrative Costs.** The RIOCOG and the Planning Group presently estimate that the administrative costs for FY 2025 and FY 2026 will be \$64,892. In the event that the Administrative Costs are less than these amounts, a pro rata portion of the payment by ENTITY will be refunded to ENTITY promptly. In the event that the legislature of the State of Texas (or the TWDB) decides to fund any portion of the Administrative Costs, ENTITY pro rata portion of the excess will be refunded to ENTITY promptly. In the event that the Administrative Costs exceed \$63,692 in FY 2025 or FY 2026, ENTITY will owe no portion of the deficiency unless the parties may subsequently agree.
5. **Entire Agreement and Subsequent Agreements.** The Agreement contains the entire agreement between the Parties and supersedes any prior understandings or agreements. No amendment, modification, alteration, or extension of the terms of the Agreement shall be binding unless the change or amendment is in writing, dated subsequent to the date the Agreement was executed, and duly executed by the Parties.
6. **Severability.** In case anyone or more of the provisions contained in the Agreement shall, for any reason, be held to be invalid in any respect, then and in that event all remaining provisions of the Agreement shall continue in full force and effect the same as if such invalidity had never been contained in the Agreement.
7. **Notices.** Any and all notices required by the Agreement or desired to be given by any party shall be given personally or by certified, registered, or express mail, or by commercial courier service, sent to the party entitled to the notice at the address set forth below that Party's signature to the Agreement unless the party shall have notified the other in a similar manner of a change of address.
8. **Term.** This Agreement will be in full force and effect from October 1, 2024, through September 30, 2026, (the "Term") unless otherwise terminated prior to that time by either Party, as provided under the terms of this Agreement. Either Party may terminate this Agreement upon sixty (60) days written notice delivered to the other Party. In the case of termination by the RIOCOG, notice shall be effective and delivered to the County Judge. In the case of termination by the County, notice shall be effective and delivered to the RIOCOG Executive Director.
9. **Applicable Laws.** This Agreement is subject to and will be construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction. This Agreement is performable in ENTITY, Texas.
10. **Captions and Headings.** The section headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement.
11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered an original and all of which, taken together, will constitute one and the same instrument.

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**IN WITNESS WHEREOF**, the Parties execute this Agreement as follows.

**RIO GRANDE COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
By: Annette Gutierrez, Executive Director  
8037 Lockheed Drive, Suite 100  
El Paso, Texas 79925  
Date:

**ENTITY**

\_\_\_\_\_  
By: XXXX  
XXX  
XXX  
XXX  
XXX  
Date:

APPROVED AS TO FORM ONLY