

TEXAS ALLIANCE OF GROUNDWATER DISTRICTS

Annual Meeting

Tuesday, August 25, 2015, 9:30 am

San Marcos Embassy Suites and Conference Center

AGENDA

- A. Call to Order - 9:30 AM
- B. Invocation
- C. Roll Call & Election Ballot distribution
- D. Introduction of TAGD Officer Nominees & Floor Nominations
- E. Announcement & Introduction of new TAGD Members
- F. Discussion and possible action on minutes of prior meeting
- G. Discussion and possible action on Financial Reports and Budget Amendments
- H. Report from committees, with discussion and possible action:
 - 1. Conference Planning Committee
 - 2. Employment Policy Committee
 - 3. Meetings Committee
- I. Discussion and possible action on number of TAGD regular meetings
- J. Discussion and possible action on TAGD regular meeting registration rates
- K. Discussion and possible action on FY 2015-2016 Annual Budget
- L. Discussion and possible action on Bylaws amendments
- M. Discussion and possible action on Employment Policy
- N. Committee Reports

Executive Director (Sarah Rountree Schlessinger)	Groundwater Protection (David Van Dresar)
Executive Committee (Kathy Turner Jones)	Information & Education (Leah Adams)
Legislative Committee (Dirk Aaron)	Railroad (Sue Young)
Bylaws Committee (Zach Holland)	Aquifer Storage and Recovery (David Mauk)
Drought Preparedness (David Van Dresar)	Soil & Water Conservation (Joel Pigg)

O. Member and Group Reports

GCD Reports	GMA Reports
RWPG Reports	Environmental Flows Advisory Group Reports

P. Other TAGD Business

- a. Discussion and possible action on renewal of IEM Multi-Year Agreement
- b. Discussion and possible action on Texas Groundwater Protection Committee alternate
- c. Announcement of TAGD Election Results, Designation of TAGD Area Representatives

Q. Adjournment 11:30 AM

The meeting may be closed in accordance with Article 6.0.D.2. of the TAGD Bylaws

NOTE: Agenda items may be considered, deliberated, and/or acted upon in a different order than set forth above.

AGENDA ITEM

C

Agenda Item C

Texas Alliance of Groundwater Districts Nominating Committee Recommendations & Election Ballot For 2015-2017 Term			
Position	Nominee	TAGD Area	Current TAGD Rep
President			Kathy Turner Jones
<input type="checkbox"/>	Joe B. Cooper	North Texas Area	
<input type="checkbox"/>			
Vice President			Dirk Aaron
<input type="checkbox"/>	Dirk Aaron	North Texas Area	
<input type="checkbox"/>	C.E. Williams	Ogallala Area	
<input type="checkbox"/>			
Treasurer			Steve Walthour
<input type="checkbox"/>	Joel Pigg	Lower Edwards Trinity Area	
<input type="checkbox"/>	Zach Holland	Upper Gulf Coast Area	
<input type="checkbox"/>			
Secretary			Leah Adams
<input type="checkbox"/>	Leah Adams	Upper Carrizo Area	
<input type="checkbox"/>	Dave Mauk	Lower Edwards Trinity Area	
<input type="checkbox"/>			
Parliamentarian			Zach Holland
<input type="checkbox"/>	Lonnie Stewart	Lower Edwards Trinity Area	
<input type="checkbox"/>	Kody Bessent	Ogallala Area	
<input type="checkbox"/>			
Past President			Janet Adams
<input type="checkbox"/>	Kathy Turner Jones	Upper Gulf Coast	

AGENDA ITEM E

Membership Form

Texas Alliance of Groundwater Districts

Thank you for supporting TAGD. We welcome and encourage your participation! If you have any questions about memberships or benefits, please call 1-512-660-9622.

Member Name

Branscomb PC

Contact Information

First Name

Rhonda

Last Name

Jolley

E-mail Address

rjolley@branscombpc.com

Add this e-mail to the Google Group(s)?

☒ Yes ☐ NO

Street Address

711 NAVARRO Ste. 500

City

San Antonio

State

TX

Zip Code

78205

Phone Number

210-598-5406

Membership Information

GCD Members

- ☐ Annual Budget \$0-\$99,999
\$550.00
- ☐ Annual Budget \$100,000-\$249,999
\$750.00
- ☐ Annual Budget \$250,000-\$499,999
\$1,000.00
- ☐ Annual Budget \$500,000-\$999,999
\$1,250
- ☐ Annual Budget \$1,000,000 and up
\$1,500.00

Associate Members

- ☐ Individual or Sole Proprietorship
\$500.00
- ☐ 501(c)(3) or Educational Institution
\$750.00
- ☐ Small Corporation (budget < \$500,000) or Non-GCD Government Entity
\$1,000.00
- ☒ Medium Corporation (budget \$500,000-\$1,000,000)
\$1,250.00
- ☐ Large Corporation (budget > \$1,000,000)
\$1,500.00

Additional E-mail addresses to be added to TAGD Google Group(s)

scanseco@branscombpc.com
Susana Canseco
gjolley@branscombpc.com

Grady Jolley

Submit application form to
tagdexec@texasgroundwater.org

and send payment to
TAGD
P.O. Box 152169
Austin, Texas 78745

AGENDA ITEM

F

**Minutes of
Regular Business Meeting
TEXAS ALLIANCE OF GROUNDWATER DISTRICTS**
June 3-4, 2015
Crowne Plaza, Austin, TX

These Minutes are a record of the items discussed, including motions on any matters that involve the TAGD Membership. The Minutes mostly follow the order on the previously distributed agenda, but may not have been discussed in that order, as noted in the Minutes.

A. Call to Order and Invocation. Vice-President Dirk Aaron called the meeting to order at 2:30 PM June 3, 2015. Mike McGuire provided the invocation.

B. Speaker Sessions.

1. *Essential Components of Custom GCD Water Management Software: Utilizing Modern Web Standards and the Amazon Cloud*, Brandon Gartrell, Richard Williams, and Aaron Collier, Collier Consulting, Inc.
2. *Panel Discussion: MAGs, Planning and the “Balancing” Test for DFCs*, James Beach, Bill Hutchison, Larry French, and Kristen O. Fancher

C. Roll Call. Secretary Leah Adams called the roll and informed the Chair there were 57 District Members in attendance, comprising a quorum. A list of GCDs represented at the meeting is attached as Attachment 1.

D. Announcement of new members. Kathy Turner Jones presented new members, new General Managers, and visitors. These included Collier Consulting, Inc. Aaron Collier, Brandon Gartrell and Richard Williams, as well as a new employee from Bandera County River Authority and Groundwater District, Jeff Jilson.

E. Discussion and possible action on minutes of prior meeting. Kathy Turner Jones presented the minutes from the last meeting. Steve Walthour made the motion and Alan Day seconded to approve the minutes with the addition of showing Sutton County Groundwater Conservation District as attending the February meeting. The motion passed unanimously.

F. Discussion and possible action on Financial Reports. Steve Walthour presented the financial reports included in the meeting packets. Steve reported \$35,865.00 net income for the first half of the year with the Summit income left to collect which puts TAGD at more than half the budget. He also stated that income is up due to additional memberships to TAGD. Gary Westbrook made the motion and Bob Patterson seconded to approve the financial reports as presented. The motion passed unanimously.

G. Report from committees, with discussion and possible action. Kathy moved into discussion and possible action of each committee which are as follows:

1. Conference Committee – Stacey reported that the conference committee is working hard to get ready for the groundwater summit in August. She reported that Sarah is working on the summit website and that sponsorship is good this year.
2. Employment Committee – Steve Walthour reported that the committee has met and drafted some policy changes dealing with offering a retirement plan,

going to a straight PTO system, and re-identifying the holidays. He stated that revisions will be presented to membership at the next meeting under the policy requirement to provide ten (10) days in advance of voting.

3. Meeting Committee – Joe Cooper stated the committee has discussed several options, but is waiting for a cost benefit analysis before making a recommendation. He stated they are looking at the differences between three (3) meetings or four (4) each year. Steve Walthour made the motion and Mike McGuire seconded to authorize the Executive Committee to set the October meeting date. The motion passed unanimously.
4. Hiring Committee – Joe Cooper stated that the hiring committee met and hired Sarah Schlessinger to be the new Executive Director of TAGD. Since hired, she has been working under Stacey Steinbach for about a month.

After the committee reports, Kathy Jones then recessed the meeting at 5:05 PM.

H. Call to Order. Dirk Aaron called the meeting to order at 8:30 AM June 4, 2015. Miek McGuire opened with pray and Jim Conkwright expressed his gratitude for Sarah Schlessinger taking the position of Executive Director and Greg Ellis for helping TAGD get started.

I. Speaker Sessions.

1. *Legislative Update*, Robby Cook, Kody Bessent, Greg Ellis, Ty Embry, and Brian Sledge
2. *Developing an Online Water Well Management System*, Kenny Calhoun, DBS&A
3. *Research Presentation: Potential Pathways to Shallow Aquifers in Unconventional Oil and Gas Plays – the Eagle Ford Shale Play, South Texas*, Joshua W. Brownlow, P.G. Department of Geology, Baylor University

J. Officer and Committee Reports. Kathy Jones moved into the reports as listed below:

1. Executive Director – Sarah Schlessinger stated she is working on hiring a new Program Director, setting the next meeting dates, and getting to know each GCD.
2. Executive Committee – Kathy Turner Jones stated the Executive Committee met Monday by conference call. Kathy stated the committee reviewed the employment policy and will resend out to the membership in accordance with policy. She mentioned that office elections are coming up at the Annual meeting in August as well as the draft budget and encouraged everyone to attend.
3. Legislative Committee – Dirk Aaron stated this was already covered earlier in the meeting.
4. Bylaws Committee – Zach Holland mentioned that it was time for bylaws review and should have something for approval at the Annual meeting in August. He also stated this would include the employment policy.
5. Drought Preparedness – David Van Dresar stated only 5% of the state is in drought compared to 71% this time last year and the lakes are amount 83% full. He also stated that there were still 36 water systems on the 180 day list.
6. Groundwater Protection – David Van Dresar stated the group was meeting in July.
7. Information & Education – Leah Adams stated the salary survey is almost complete, but that is has been difficult due to the information available in the job descriptions. She also stated only 41 districts have actually

responded and that it is not too late to respond to the salary portion, but that the benefits analysis has already been completed.

8. Railroad – None.
9. Aquifer Storage and Recovery – David Mauk reported a conference for ASR by the American Groundwater Trust on June 26th and Bandera had research on ASR for those interested.
10. Soil & Water Conservation – None.

K. Member and Group Reports. Gary Westbrook invited everyone to a water conference in August. He stated he would send an email to everyone with details. Greg Ellis announced a ruling on the Edwards Aquifer Authority litigation. Robert Bradley announced a new TWDB GMA employee, Natalie Ballew, and invited everyone to welcome her to all GMA meetings.

E. Other TAGD Business. Kathy Turner Jones thanked the Collier Consulting, Inc. for setting up as a vendor.

F. Adjournment. Kathy Turner Jones adjourned the meeting at 11:19 pm.

Prepared and submitted by Sarah Schlessinger, Executive Director, and Leah Adams, Secretary.

Approved by the Members on _____, 2015.

Kathy Turner Jones, President

Leah Adams, Secretary

Attachment 1
Members Attending the TAGD Regular Business Meeting
June 3-4, 2015
Crowne Plaza, Austin, TX

1. Bandera Co. River Authority and Groundwater District
2. Barton Springs/Edwards Aquifer Conservation District
3. Bee Groundwater Conservation District
4. Blanco-Pedernales Groundwater Conservation District
5. Bluebonnet Groundwater Conservation District
6. Brazos Valley Groundwater Conservation District
7. Brush Country Groundwater Conservation District
8. Central Texas Groundwater Conservation District
9. Clearwater Underground Water Conservation District
10. Coastal Bend Groundwater Conservation District
11. Coastal Plains Groundwater Conservation District
12. Coke County Underground Water Conservation District
13. Colorado County Groundwater Conservation District
14. Crockett County Groundwater Conservation District
15. Evergreen Underground Water Conservation District
16. Fayette County Groundwater Conservation District
17. Glasscock Groundwater Conservation District
18. Gonzales County Underground Water Conservation District
19. Hemphill County Underground Water Conservation District
20. High Plains Underground Water Conservation District No. 1
21. Hill Country Underground Water Conservation District
22. Irion County Water Conservation District
23. Jeff Davis County Underground Water Conservation District
24. Kenedy County Groundwater Conservation District
25. Live Oak Underground Water Conservation District
26. Llano Estacado Underground Water Conservation District
27. Lone Star Groundwater Conservation District
28. Lone Wolf Groundwater Conservation District
29. Lower Trinity Groundwater Conservation District
30. McMullen Groundwater Conservation District
31. Mesa Underground Water Conservation District
32. Mesquite Groundwater Conservation District
33. Mid-East Texas Groundwater Conservation District
34. Middle Pecos Groundwater Conservation District
35. Middle Trinity Groundwater Conservation District
36. North Plains Groundwater Conservation District
37. North Texas Groundwater Conservation District
38. Northern Trinity Groundwater Conservation District
39. Panhandle Groundwater Conservation District
40. Permian Basin Underground Water Conservation District
41. Panola County Groundwater Conservation District
42. Pineywoods Groundwater Conservation District
43. Plateau Underground Water Conservation and Supply District
44. Plum Creek Conservation District
45. Post Oak Savannah Groundwater Conservation District
46. Prairelands Groundwater Conservation District
47. Real-Edwards Conservation and Reclamation District
48. Red River Groundwater Conservation District
49. Rolling Plains Groundwater Conservation District

- 50. Sandy Land Underground Water Conservation District
- 51. Santa Rita Underground Water Conservation District
- 52. South Plains Underground Water Conservation District
- 53. Southeast Texas Groundwater Conservation District
- 54. Sterling County Underground Water Conservation District
- 55. Sutton County Groundwater Conservation District
- 56. Upper Trinity Groundwater Conservation District
- 57. Wes-Tex Groundwater Conservation District

TEXAS ALLIANCE OF GROUNDWATER DISTRICTS

Executive Committee Meeting

Wednesday, June 1, 2015, 11:00 AM

Conference Call

Meeting Summary

- A. **Call to Order.** The meeting was called to order at approximately 11:05 AM
- B. **Roll Call.** Ten of the ten Executive Committee members were present, including: Kathy Turner Jones, Dirk Aaron, Leah Adams, Steve Walthour, Zach Holland, Janet Adams, Greg Sengelmann, Jim Polonis, Ron Fieseler and Lonnie Stewart. Non EC TAGD member Joe B. Cooper was also present.
- C. **Discussion/possible action on new member applications.** Two new associate members were voted on via google survey. Both Water Sage and Collier Consulting are accepted as new TAGD Associate Members.
- D. **Discussion/possible action on and update related to TAGD personnel policy subcommittee** Steve Walthour presented personnel policy subcommittee recommendation on Holidays, PTO, and Retirement. Their recommendation is:
1. Holidays: Removing MLK Day and inserting a floating holiday that can be taken in conjunction with any holiday. Holidays will be paid as a full workday to all full time employees. If any scheduled holiday falls on Saturday or Sunday, the ED will decide when the holiday will be observed. Holidays which occur during an employee's vacation will be considered a holiday and will not count against vacation time. Holidays should be reported on the Time Sheet. Holiday time will not be counted in computing overtime.
 2. PTO: Amending Vacation and Sick Leave Policy to PTO. PTO is a benefit earned through active full-time service. An employee will accrue PTO in accordance with the following table:

Completed Yrs.	Days PTO	Accrual Rate
0 through 3	15	(1.25 days/mo.)
4 through 6	20	(1.667 days/mo.)
7 or more	25	(2.08 days/mo.)

Unused PTO will roll over and can be used during the one year following its accrual. An employee can accumulate up to a maximum of two years of accrued PTO. TAGD will pay for unused accrued PTO upon separation.

3. Retirement – Implement a retirement plan as approved by TAGD. TAGD will provide a retirement program for full time employees that meet the IRS eligibility requirements through a Simplified Employment Pension Plan. TAGD will contribute a percentage of the employee salary annually to the plan. The current contribution percentage is set at six (6) percent but may be modified by TAGD in the future. Employees are not eligible

for retirement contributions until they have successfully completed ninety (90) calendar days of regular full-time employment.

Two friendly amendments to the policy were proposed:

1. The contribution percentage is set by finance committee every year. Leave out percentage so that the policy does not have to be amended
2. Add phrase "by the employer" in the last line after "employees are not eligible for retirement contributions (from the employer) until they have successfully completed 90 days..."

Vote for consideration: to draw up a draft proposal for a policy amendment to be presented by the membership for final approval at Summit.

Vote: Kathy (absent), Dirk (yes), Steve (yes), Leah (yes), Zach (no), Janet A (yes), Lonnie (no), Ron (yes), Jim (absent), Greg (no). Motion passes 5-3 (2 absent).

Lonnie suggested the EC reconsider first motion and make the EC recommendation to approve the current Employment Policy as a draft to be presented to membership with a final review and approval at Summit. Steve made that motion, Janet Seconded. No further discussion. All in favor.

Motion from Steve to take above amendments, add to draft, and present draft to membership at June Quarterly for action at the Annual Meeting. Seconded by Janet. No further discussion. All in favor.

E. Discussion/possible action on and update related to TAGD Meeting Subcommittee.

Update presented to EC by Joe B. Cooper on the question of the number of meetings a year and regarding the EC charge to set a date for the 2015 Fall Meeting. Further analysis to be completed by subcommittee and presented to the EC at next meeting.

F. Discussion/possible action regarding other matters before the Committee. None.

G. Discussion/possible action concerning future meetings. Recommendation that the next EC conference call be schedule for June 12th at 10:00am to set the Fall Meeting, if at all. Ron Fieseler makes a motion to accept recommendation, Zach Holland seconds. No further discussion. All in favor.

H. Adjournment. The meeting adjourned at approximately 12:00 pm

TEXAS ALLIANCE OF GROUNDWATER DISTRICTS

Executive Committee Meeting

Wednesday, June 16, 2015, 11:00 AM

Conference Call

Meeting Summary

- A. **Call to Order.** The meeting was called to order at approximately 11:01 AM.
- B. **Roll Call.** Ten of the ten Executive Committee members were present, including: Kathy Turner Jones, Dirk Aaron, Leah Adams, Steve Walthour, Zach Holland, Janet Adams, Greg Sengelmann, Jim Polonis, Ron Fieseler and Lonnie Stewart. Non EC TAGD member Joe B. Cooper was also present.
- C. **Meetings Committee Report** Joe B. Cooper delivered Meetings Committee report and analysis of the benefits of a three meeting structure. Two recommendations delivered:
 - 1. To cancel the 2015 Fall Meeting
 - 2. To consider moving to a 3 meeting structure
- D. **Discuss and Consider for Action Time & Location of TAGD Fall Meeting**
S. Walthour made motion to cancel the 2015 Fall Meeting. Jim Polonis seconded that motion. Motion passed unanimously.
- E. **Discuss and Consider for Action Approval of Executive Committee's recommendation to TAGD Board at 2015 Annual Meeting** J. Adams made motion to recommend consolidating to three meeting structure. S. Walthour seconded. Motion passed unanimously.
- F. **Discuss and Consider for Action Authorization of Bylaws Committee to Draft any Policy Edits Necessary to Accommodate new Meeting Structure** Action Item deemed unnecessary. No action taken.
- G. **Discuss and Consider for Action Authorization of Finance/Budget Committee to draft FY2015/16 Budget with adjustments that reflect any changes necessary to business meeting fees** Action item deemed unnecessary. No action taken.
- H. **Adjournment.** The meeting adjourned at approximately 11:35 AM.

TEXAS ALLIANCE OF GROUNDWATER DISTRICTS

Executive Committee Meeting

Thursday, August 13 2015, 10:00 AM

Conference Call

Meeting Summary

- A. **Call to Order.** The meeting was called to order at approximately 10:03 am
- B. **Roll Call.** Six of the ten Executive Committee members were present, including: Kathy Turner Jones, Dirk Aaron, Zach Holland, Janet Adams, Greg Sengelmann, and Jim Polonis. Steve Walthour, Leah Adams, Ron Fieseler and Lonnie Stewart were absent.
- C. **Discussion/possible action on draft Executive Committee Minutes** Kathy Turner Jones & Sarah Schlessinger presented amendments submitted by Lonnie Stewart for committee's consideration. Amendment replaces the phrase that states that Lonnie Stewart "made a motion to reconsider with "suggested that the EC reconsider", and includes Steve Walthour as having made the motion. Jim Polonis makes the motion to accept Executive Committee minutes with the above amendments. Z. Holland seconds. No further discussion. Motion passes 6-0.
- D. **Discussion and Announcement of new TAGD Associate Member** Kathy Turner Jones & Sarah Schlessinger report on the results of the Executive Committee google survey vote on the acceptance of Branscomb LLC as a new Associate Member. The vote passed 9-0. No action required.
- E. **Discussion of 90 Day Performance Review of Executive Director** Kathy Turner Jones presented timeline and plan to perform 90 Day Performance Review of the Executive Director. Evaluation will be presented to Executive Committee at next meeting. Sarah Schlessinger presented template form to be used. No action required.
- F. **Discussion of Proposed Bylaw Amendments** Zach Holland reported on the Bylaws Committee meeting, and presented the proposed Bylaw amendments as small changes to accommodate either moving to a three meeting structure or failing to have a quorum at a regular business meeting. Janet Adams moved to accept the amendments as proposed and to distribute it to the full membership for review. Jim Polonis seconded. No further discussion. Motion passes 6-0.
- G. **Discussion of Employment Policy** Kathy Turner Jones presented Employment Policy as having been already accepted by the Executive Committee, but needing distribution to full membership in ten days in advance of TAGD's annual meeting for full membership vote. No action required.
- H. **Discussion of TAGD Election for 2015-2017 Term** Sarah Schlessinger presented Draft Election Ballot and proposed election process. Discussion regarding counting approach was

held, and resulted in agreement that members of the Nominating Committee Jim Conkwright and Janet Adams, and event manager Andrea Stout will perform the count. Discussion regarding the introduction of each nominee was also held, and it was decided that each nominee will provide a short introduction to membership in advance of the vote. Motion from Jim Polonis to accept the draft ballot for distribution with two typographical amendments. Second from Zach Holland. No further discussion. Motion passes 6-0.

- I. **Discussion/possible action regarding other matters before the Committee.** Kathy Turner Jones presents request from Steve Walthour (absent) regarding a motion made by the Finance Committee for the Executive Committee to participate in the EDs design of a second hire job description. Kathy Turner Jones also presented the action items to be discussed at the August 25th, 2015 Executive Committee meeting. No action needed.
- J. **Adjournment.** Jim Polonis moved to adjourn the meeting. Greg Sengermann seconded. No further discussion. Motion passes 6-0. The meeting adjourned at approximately 10:32 am

AGENDA ITEM

G

Texas Alliance of Groundwater Districts

Profit and Loss

October 2014 - June 2015

	<u>Total</u>
Income	
Interest Income	16.83
Meeting Income	
PFIA Training	6,625.00
Quarterly Meeting Income	34,005.00
Total Meeting Income	\$ 40,630.00
Member Dues	
Membership Dues - Associates	32,500.00
Membership Dues - Voting	74,062.50
Total Member Dues	\$ 106,562.50
Sales of Product Income	181.70
Total Income	\$ 147,391.03
Gross Profit	\$ 147,391.03
Expenses	
Meeting Expenses	
Quarterly Meeting Expenses	8,851.86
Total Meeting Expenses	\$ 8,851.86
Office Expense	
Business Phone	98.87
Cell Phone	1,245.00
Furniture and Equipment	1,252.36
Postage and PO Box	73.50
Printing/Copying Expense	168.88
Rent	7,740.00
Supplies	335.38
Website	261.26
Total Office Expense	\$ 11,175.25
Personnel	
Staff	
Health Insurance Reimburse	5,169.17
Payroll Taxes	9,422.17
Retirement	1,750.00
Salaries	101,668.54
Total Staff	\$ 118,009.88
Total Personnel	\$ 118,009.88
Professional Services	
Insurance - Bonds	1,634.67
Payroll/Bookkeeping/Banking	981.01
PFIA Instructor	2,700.00
Texas Legislative Service	1,137.55
Total Professional Services	\$ 6,453.23
Travel/Confer/Dues/Outreach	
Conference Fees	1,435.00

Member Dues/Registrations	796.94
Outreach	189.48
Travel and Hotel	864.81
Total Travel/Confer/Dues/Outreach	\$ 3,286.23
Uncategorized Expense	120.00
Total Expenses	\$ 147,896.45
Net Operating Income	-\$ 505.42
Other Expenses	
ASK MY ACCOUNTANT	103.00
Total Other Expenses	\$ 103.00
Net Other Income	-\$ 103.00
Net Income	-\$ 608.42

Friday, Aug 21, 2015 12:01:15 PM PDT GMT-5 - Accrual Basis

Texas Alliance of Groundwater Districts
Balance Sheet
As of June 30, 2015

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
WellsFargo Bank - Checking	41,434.07
WellsFargo Bank - Savings	75,046.88
Total Bank Accounts	\$ 116,480.95
Accounts Receivable	
Accounts Receivable	5,945.00
Total Accounts Receivable	\$ 5,945.00
Other current assets	
Deposits	400.00
Undeposited Funds	1,580.00
Total Other current assets	\$ 1,980.00
Total Current Assets	\$ 124,405.95
TOTAL ASSETS	\$ 124,405.95
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	
Opening Bal Equity	84,433.05
Retained Earnings	40,581.32
Net Income	-608.42
Total Equity	\$ 124,405.95
TOTAL LIABILITIES AND EQUITY	\$ 124,405.95

Friday, Aug 21, 2015 11:52:07 AM PDT GMT-5 - Accrual Basis

Budget & Finance Committee recommends amending the current budget by reducing the current Travel, Conference, Dues and Outreach budget by \$3,000, and increasing our Meeting Expense budget by \$3000 with no increase to the total budget.

	Year To Date	Budget	2014-2015 EOY	2014-2015 Detail Budget Amendments	2014-2015 Budget As Amended
Income					
Grants and Donations	0.00	2,000.00	0.00	0.00	2,000.00
Interest Income	16.83	36.00	21.04	0.00	36.00
Meeting Income					
Leadership Training Income	0.00	3,000.00	0.00	0.00	3,000.00
PFA Training	6,625.00	4,000.00	6,625.00	0.00	4,000.00
Quarterly Meeting Income	35,215.00	25,000.00	35,215.00	0.00	25,000.00
Texas Groundwater Summit	0.00	30,000.00	32,000.00	0.00	30,000.00
Total Meeting Income	41,840.00	62,000.00	73,840.00	0.00	62,000.00
Membership Dues					
Associate Membership	32,500.00	25,000.00	32,500.00	0.00	25,000.00
Voting Membership	74,062.50	75,000.00	74,062.50	0.00	75,000.00
Total Member Dues	106,562.50	100,000.00	106,562.50	0.00	100,000.00
Sales of Product(Miscellaneous)	181.70	0.00	181.70	0.00	0.00
Total Income	148,601.03	164,036.00	180,605.24	0.00	164,036.00
Gross Profit	148,601.03	164,036.00	180,605.24	0.00	164,036.00
Expenses					
Meeting Expenses					
Leadership Training Expenses	0.00	2,000.00	0.00	0.00	2,000.00
Meeting Supplies	0.00	1,000.00	0.00	0.00	1,000.00
Quarterly Meeting Expenses	8,851.86	12,000.00	17,558.15	3,000.00	15,000.00
Total Meeting Expenses	8,851.86	15,000.00	17,558.15	3,000.00	18,000.00
Office Expense					
		0.00	0.00		
Business Phone	98.87	840.00	137.87	0.00	840.00
Cell Phone	1,245.00	1,620.00	1,650.00	0.00	1,620.00
Furniture and Equipment	1,572.31	2,500.00	2,172.31	0.00	2,500.00
Internet/Web	261.26	440.00	261.26	0.00	440.00
Postage and PO Box	73.50	200.00	276.50	0.00	200.00
Rent	8,600.00	12,000.00	10,320.00	0.00	12,000.00
Supplies	504.26	800.00	630.33	0.00	800.00
Total Office Expense	12,355.20	18,400.00	15,448.27	0.00	18,400.00
Personnel					
Staff					
Health Insurance Reimbursement	5,169.17	9,000.00	6,519.17	0.00	9,000.00
Payroll Taxes	9,422.17	10,000.00	11,525.92	0.00	10,000.00
Retirement	1,750.00	7,800.00	2,950.00	0.00	7,800.00
Salaries	101,768.54	130,000.00	121,768.54	0.00	130,000.00
Total Staff	118,109.88	156,800.00	142,763.63	0.00	156,800.00
Total Personnel	118,109.88	156,800.00	142,763.63	0.00	156,800.00
Professional Services					
Audit/Tax Return	0.00	1,000.00	800.00	0.00	1,000.00
Contracted Services	0.00	1,000.00	100.00	0.00	1,000.00
Insurance-Bonds	1,634.67	2,000.00	1,960.67	0.00	2,000.00
Payroll/Bookkeeping/Banking	914.72	2,500.00	1,574.52	0.00	2,500.00
PFA Instructor	2,700.00	2,000.00	2,700.00	0.00	2,000.00
Texas Legislative Service	1,137.55	1,700.00	1,637.55	0.00	1,700.00
Total Professional Services	6,386.94	10,200.00	8,772.74	0.00	10,200.00
Travel, Conference/Dues/Outreach					
Conferences	1,435.00	2,500.00	1,435.00	0.00	2,500.00
Membership	796.94	1,300.00	946.94	0.00	1,300.00
Outreach	189.48	3,000.00	430.07	-3,000.00	0.00
Travel	1,129.19	2,500.00	1,629.19	0.00	2,500.00
Total Travel, Conferences, /Dues/Outreach	3,550.61	9,300.00	4,441.20	-3,000.00	6,300.00

TAGD
2014u 2015 Budget V. Actual End of Year Projections

	Year To Date	Budget	2014-2015 EOY	2014-2015 Detail Budget Amendments	2014-2015 Budget As Amended
Total Expenses	149,254.49	209,700.00	188,983.99	0.00	209,700.00
Net Operating Income	-653.46	-45,664.00	-8,378.75	0.00	-45,664.00
Net Income	-653.46	-45,664.00	-8,378.75	0.00	-45,664.00

AGENDA ITEM

I

TAGD Quarterly Meeting Locations vs Max Revenue



AGENDA ITEM

J

Agenda Item J

Year	Budgeted Income	Budgeted Expenses	Budgeted Net	No. of Meetings	Income Per meeting	Expenses Per Meeting	Net Per Meeting	Percent Registration Increase	Member Registration	Total Member Registration for all non Summit Quarterly Meetings	Notes
2013-2014	\$ 23,000.00	\$ 9,000.00	\$ 14,000.00	3	\$ 7,666.67	\$ 3,000.00	\$ 4,666.67				
2014-2015	\$ 25,000.00	\$ 12,000.00	\$ 13,000.00	3	\$ 8,333.33	\$ 4,000.00	\$ 4,333.33		\$ 120.00	\$ 360.00	Current Registration
2015-2016	\$ 25,000.00	\$ 9,000.00	\$ 16,000.00	2	\$ 12,500.00	\$ 4,500.00	\$ 8,000.00	50.00%	\$ 180.00	\$ 360.00	50% increase per meeting means a member would pay the same price annually and TAGD nets an additional \$3000 compared to the 2014-2015 budget
2015-2016	\$ 24,000.00	\$ 9,000.00	\$ 15,000.00	2	\$ 12,000.00	\$ 4,500.00	\$ 7,500.00	44.00%	\$ 172.80	\$ 345.60	44% increase per meeting means a member pays \$15 less annually and TAGD nets an additional \$2000 compared to the 2014-2015 budget
2015-2016	\$ 23,000.00	\$ 9,000.00	\$ 14,000.00	2	\$ 11,500.00	\$ 4,500.00	\$ 7,000.00	38.00%	\$ 165.60	\$ 331.20	38 % increase per meeting means a member pays \$28.50 less annually and TAGD nets an additional \$1000 compared to the 2014-2015 budget
2015-2016	\$ 22,000.00	\$ 9,000.00	\$ 13,000.00	2	\$ 11,000.00	\$ 4,500.00	\$ 6,500.00	32.00%	\$ 158.40	\$ 316.80	32% increase per meeting means a member pays \$43.80 less annually and TAGD nets the same funds compared to the 2014-2015 budget

The above registration rate analysis was reviewed by TAGD's Finance Committee, Their recommendation is that TAGD increase regular meeting registration rates by 32%.

AGENDA ITEM K

Agenda Item K

FY 2015-2016 Budget as proposed by TAGD's Finance & Budget Committee

	2015-2016 Proposed Budget
Income	
Grants and Donations	1,500.00
Interest Income	21.00
Total Meeting Income	62,500.00
Total Member Dues	105,000.00
Total Income	169,021.00
Gross Profit	169,021.00
Expenses	
Total Meeting Expenses	12,000.00
Total Office Expense	17,840.00
Total Personnel	136,641.20
Total Professional Services	14,400.00
Total Travel, Conferences, /Dues/Outreach	9,200.00
Total Expenses	190,081.20
Net Operating Income	-21,060.20
Net Income	-21,060.20

TAGD
2014-2015 Budget V. Actual End of Year Projections
Proposed 2015-2016 Budget

	Year To Date	Budget	2014-2015 EOY	2014-2015 Detail Budget Amendments	2014-2015 Budget As Amended	2015-2016 Proposed Budget
Income						
Grants and Donations	0.00	2,000.00	0.00	0.00	2,000.00	1,500.00
Interest Income	16.83	36.00	21.04	0.00	36.00	21.00
Total Meeting Income	41,840.00	62,000.00	73,840.00	0.00	62,000.00	62,500.00
Total Member Dues	106,562.50	100,000.00	106,562.50	0.00	100,000.00	105,000.00
Total Income	148,601.03	164,036.00	180,605.24	0.00	164,036.00	169,021.00
Gross Profit	148,601.03	164,036.00	180,605.24	0.00	164,036.00	169,021.00
Expenses						
Total Meeting Expenses	8,851.86	15,000.00	17,558.15	3,000.00	18,000.00	12,000.00
Total Office Expense	12,355.20	18,400.00	15,448.27	0.00	18,400.00	17,840.00
Total Personnel	118,109.88	156,800.00	142,763.63	0.00	156,800.00	136,641.20
Total Professional Services	6,386.94	10,200.00	8,772.74	0.00	10,200.00	14,400.00
Total Travel, Conference, Dues, Outreach	3,550.61	9,300.00	4,441.20	-3,000.00	6,300.00	9,200.00
Total Expenses	149,254.49	209,700.00	188,983.99	0.00	209,700.00	190,081.20
Net Operating Income	-653.46	-45,664.00	-8,378.75	0.00	-45,664.00	-21,060.20
Net Income	-653.46	-45,664.00	-8,378.75	0.00	-45,664.00	-21,060.20

TAGD
2014-2015 Budget V. Actual End of Year Projections
Proposed 2015-2016 Budget

	Year To Date	Budget	2014-2015 EOY	2014-2015 Detail Budget Amendments	2014-2015 Budget As Amended	2015-2016 Proposed Budget
Income						
Grants and Donations	0.00	2,000.00	0.00	0.00	2,000.00	1,500.00
Interest Income	16.83	36.00	21.04	0.00	36.00	21.00
Meeting Income						
Leadership Training Income	0.00	3,000.00	0.00	0.00	3,000.00	4,000.00
PFA Training	6,625.00	4,000.00	6,625.00	0.00	4,000.00	3,500.00
Quarterly Meeting Income	35,215.00	25,000.00	35,215.00	0.00	25,000.00	25,000.00
Texas Groundwater Summit	0.00	30,000.00	32,000.00	0.00	30,000.00	30,000.00
Total Meeting Income	41,840.00	62,000.00	73,840.00	0.00	62,000.00	62,500.00
Membership Dues						
Associate Membership	32,500.00	25,000.00	32,500.00	0.00	25,000.00	30,000.00
Voting Membership	74,062.50	75,000.00	74,062.50	0.00	75,000.00	75,000.00
Total Member Dues	106,562.50	100,000.00	106,562.50	0.00	100,000.00	105,000.00
Sales of Product(Miscellaneous)	181.70	0.00	181.70	0.00	0.00	0.00
Total Income	148,601.03	164,036.00	180,605.24	0.00	164,036.00	169,021.00
Gross Profit	148,601.03	164,036.00	180,605.24	0.00	164,036.00	169,021.00
Expenses						
Meeting Expenses						
Leadership Training Expenses	0.00	2,000.00	0.00	0.00	2,000.00	2,000.00
Meeting Supplies	0.00	1,000.00	0.00	0.00	1,000.00	1,000.00
Quarterly Meeting Expenses	8,851.86	12,000.00	17,558.15	3,000.00	15,000.00	9,000.00
Total Meeting Expenses	8,851.86	15,000.00	17,558.15	3,000.00	18,000.00	12,000.00
Office Expense						
Business Phone	98.87	840.00	137.87	0.00	840.00	180.00
Cell Phone	1,245.00	1,620.00	1,650.00	0.00	1,620.00	1,620.00
Furniture and Equipment	1,572.31	2,500.00	2,172.31	0.00	2,500.00	2,500.00
Internet/Web	261.26	440.00	261.26	0.00	440.00	440.00
Postage and PO Box	73.50	200.00	276.50	0.00	200.00	300.00
Rent	8,600.00	12,000.00	10,320.00	0.00	12,000.00	12,000.00
Supplies	504.26	800.00	630.33	0.00	800.00	800.00
Total Office Expense	12,355.20	18,400.00	15,448.27	0.00	18,400.00	17,840.00
Personnel						
Staff						
Health Insurance Reimbursement	5,169.17	9,000.00	6,519.17	0.00	9,000.00	10,800.00
Payroll Taxes	9,422.17	10,000.00	11,525.92	0.00	10,000.00	9,241.20
Retirement	1,750.00	7,800.00	2,950.00	0.00	7,800.00	6,600.00
Salaries	101,768.54	130,000.00	121,768.54	0.00	130,000.00	110,000.00
Total Staff	118,109.88	156,800.00	142,763.63	0.00	156,800.00	136,641.20
Total Personnel	118,109.88	156,800.00	142,763.63	0.00	156,800.00	136,641.20
Professional Services						
Audit/Tax Return	0.00	1,000.00	800.00	0.00	1,000.00	6,000.00
Contracted Services	0.00	1,000.00	100.00	0.00	1,000.00	1,000.00
Insurance-Bonds	1,634.67	2,000.00	1,960.67	0.00	2,000.00	2,000.00
Payroll/Bookkeeping/Banking	914.72	2,500.00	1,574.52	0.00	2,500.00	2,500.00
PFA Instructor	2,700.00	2,000.00	2,700.00	0.00	2,000.00	2,000.00
Texas Legislative Service	1,137.55	1,700.00	1,637.55	0.00	1,700.00	900.00
Total Professional Services	6,386.94	10,200.00	8,772.74	0.00	10,200.00	14,400.00
Travel, Conference/Dues/Outreach						
Conferences	1,435.00	2,500.00	1,435.00	0.00	2,500.00	2,400.00
Membership	796.94	1,300.00	946.94	0.00	1,300.00	1,300.00
Outreach	189.48	3,000.00	430.07	-3,000.00	0.00	3,000.00
Travel	1,129.19	2,500.00	1,629.19	0.00	2,500.00	2,500.00
Total Travel, Conferences, /Dues/Outreach	3,550.61	9,300.00	4,441.20	-3,000.00	6,300.00	9,200.00
Total Expenses	149,254.49	209,700.00	188,983.99	0.00	209,700.00	190,081.20
Net Operating Income	-653.46	-45,664.00	-8,378.75	0.00	-45,664.00	-21,060.20
Net Income	-653.46	-45,664.00	-8,378.75	0.00	-45,664.00	-21,060.20

AGENDA ITEM

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TEXAS ALLIANCE OF GROUNDWATER DISTRICTS BYLAWS

DRAFT – August 25, 2015

Article 1.0: NAME

The name of this association shall be “Texas Alliance of Groundwater Districts” (TAGD). All references herein to TAGD or the (or this) Alliance refer to the Texas Alliance of Groundwater Districts.

Article 2.0: PURPOSE AND MISSION

The Texas Alliance of Groundwater Districts is a non-profit organization established to provide groundwater conservation districts (GCDs) the opportunity to exchange ideas and develop or influence programs for the management, conservation, protection, and development of groundwater within Texas. The mission of the Alliance is to support Texas GCDs and their efforts to conserve, preserve, and protect Texas groundwater. In furtherance of our purpose and mission, the Alliance shall endeavor:

- A. To provide to its members information, ideas, practices, and programs which will conserve and protect the groundwater resources of the State;
- B. To exchange information between member districts and Associate Members concerning rules, procedures, programs, practices, and other duties involved in the operation of a groundwater conservation district;
- C. To review and analyze methods and techniques employed by members and their associates in conducting studies and research on management of groundwater, and in designing and obtaining solutions to problems associated therewith;
- D. To provide resource information to State and Federal Legislators and agencies concerning legislation and policies which involve groundwater; and
- E. To evaluate activities, policies and plans of governmental bodies and other organizations and associations as they relate to groundwater and to provide the information to all member districts.

Article 3.0: OFFICES AND RECORDS

The principal office of the Alliance, with all records stored electronically, will be located at the office of the Executive Director. If the position of Executive Director is vacant, the principal office of the Alliance will be located at the office of the President. Secondary offices will be located at each of the other officers' Member District Offices.

Article 4.0: MEMBERSHIP

Membership in the Alliance shall be District, Associate, or Honorary.

- A. District Membership is limited to Groundwater Conservation Districts and those other political subdivisions of the State of Texas that have specific legal authority to regulate the spacing of water wells, the production from water wells, or both, in order to provide for the conservation, preservation, protection, recharging, and prevention of waste of groundwater, and of groundwater

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reservoirs or their subdivisions, and to control subsidence caused by the withdrawal of water from those groundwater reservoirs or their subdivisions, consistent with the objectives of Section 59, Article XVI, Texas Constitution except for those political subdivisions of the State of Texas that provide retail water services. Once a District is admitted as a Member, that District retains the rights of a voting member of the Alliance as long as membership in the Alliance is maintained.

1. District Membership Application and Action by the Alliance:

- a. Qualifying entities under Article 4.0 (A) requesting membership in the Alliance shall complete and submit to the Secretary, Executive Director, or designated staff a membership application form and a copy of the enabling legislation or other documentation of creation.
- b. The application for District Membership shall be reviewed by the Secretary and Executive Director and submitted, with any applicable comments, to the Executive Committee for consideration and approval or disapproval. District Membership approval shall require a vote for approval by two-thirds of the members or designated alternates of the Executive Committee.
- c. The actions of the Executive Committee may be taken at a committee meeting, by a conference call of the committee members, or via electronic communication. The action shall normally be completed within 30 days of receipt of a completed application by the Secretary, Executive Director, or designated staff.
- d. An application for District Membership acted on favorably by the Executive Committee entitles the applicant to a District Membership in accordance with these bylaws.
- e. An application for District Membership acted upon unfavorably by the Executive Committee shall be returned to the applicant with a cover letter from the Alliance President stating the reason or reasons for the unfavorable action by the Alliance.

2. District Membership shall be one of the following:

- a. Voting member. A member district that has paid their appropriate dues and registration fees to the Alliance in accordance with Article 5.0.
- b. Non-voting Member. A one year complimentary membership is limited to new districts and begins on the date of approval of the application for membership. Non-voting members may not hold an office in the Alliance.
- c. Suspended member. A member district that has been declared as non- operational by the state auditor under provisions of Section 36.302 Texas Water Code. A member district may remain active at their current membership level within the Alliance for up to one year after the designation by the state auditor. During this time, the membership of the Alliance may provide support to the suspended member in an effort to regain the operational status to the district. If the district has not been declared operational at the end of two years, the district is no longer

eligible for membership in TAGD. In order to be reinstated as a member, the member must provide the Alliance with a letter showing that the district has been declared operational by the appropriate agency, and comply with Article 4.0, Section (B) and Section (C)(1). After the first year of designation as non-operational, the suspended member may not pay dues, is not a voting member, and may not hold a position on the Executive Committee in the Alliance.

B. Associate Membership

1. Associate Membership in the Alliance shall be a non-voting membership and open to application by any person or entity.
2. Associate Membership in the Alliance should be supportive of the Alliance and its goals.
3. Persons or entities requesting Associate Membership in the Alliance shall complete and submit to the Secretary, Executive Director, or designated staff an Associate Membership form. The application process shall be as follows:
 - a. The application for Associate Membership shall be reviewed by the Secretary and Executive Director and submitted, with any applicable comments, to the Executive Committee for consideration and approval or disapproval. Associate Membership approval shall require a vote for approval by two-thirds of the members or designated alternates of the Executive Committee.
 - b. The actions of the Executive Committee may be taken at a committee meeting, by a conference call of the committee members or via electronic communication. The action shall normally be completed within 30 days of receipt of a completed application by the Secretary, Executive Director, or designated staff.
 - c. An application for Associate Membership acted on favorably by the Executive Committee entitles the applicant to an Associate Membership in accordance with these bylaws.
 - d. An application for Associate Membership acted upon unfavorably by the Executive Committee shall be returned to the applicant with a cover letter from the Alliance President stating the reason or reasons for the unfavorable action by the Alliance.
4. Associate Members shall be allowed to participate in regular membership meetings, but may not vote on Alliance business. Associate Members may be required to leave the meeting during closed sessions of membership meetings.
5. Associate Members may be allowed to give presentations and distribute literature or information to the membership under the supervision of the Executive Director of the Alliance.
6. Non-TAGD members may attend regular membership meetings as non-voting attendees upon payment of the appropriate registration fees. These individuals may be required to leave the meeting during closed sessions of membership meetings.

C. Honorary Membership

1. Honorary Membership may be awarded to a person in appreciation of outstanding service to the Alliance or in recognition of distinguished achievement related to groundwater management and conservation in Texas.
2. Any District Member may nominate a person for Honorary Membership in the Alliance. Nominations shall be delivered to the Secretary, Executive Director, or designated staff of the Alliance.
3. Upon receipt of a nomination for Honorary Membership in the Alliance, the Secretary, Executive Director, or designated staff shall forward it to Executive Committee. The Executive Committee shall review the nomination and take action on whether or not to present it to the general membership for approval.
4. The actions of the Executive Committee may be taken at a committee meeting, by a conference call of the committee members or via electronic communication. The action shall normally be completed within 30 days of receipt of a nomination by the Secretary, Executive Director, or designated staff.
5. The voting members shall by vote determine if a nominee shall be awarded Honorary Membership. A vote for approval by two-thirds of the members present at the meeting where the vote occurs is required for Honorary Membership.
6. An Honorary Member of the Alliance is exempt from annual membership dues requirements and enjoys the same benefits as an Associate Member of the Alliance.

Article 5.0: DUES AND FEES

The membership dues and fees of the Alliance shall be:

A. Annual Dues.

1. District Membership-Each District Member of the Alliance shall be assessed annual dues based on the following criteria:
 - a. Voting Member: Full dues.
 - b. Non-voting Member: No dues unless the district wants to be a voting member in accordance with Article 4.0(C)(2).
 - c. Suspended Member: In accordance with Article 4.0(C)(3)
2. Associate Membership: Each Associate Member of the Alliance shall be assessed annual dues and registration fees as applicable.

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- B. Fees. The Alliance may charge fees as determined to be necessary. The fees shall be used to offset expenses of the Alliance including, but not limited to:
1. Meeting room expense;
 2. Seminars hosted by the Alliance; and
 3. Other costs associated with Alliance functions.
- C. The dues and fees of the Alliance shall be set annually by the voting membership at a regular meeting of the Alliance. The agenda items shall be:
1. to set the amount of meeting registration fees;
 2. to set the amount of annual District Membership dues; and
 3. to set the amount of annual Associate Membership dues.
- D. Dues are assessed on an annual basis. They are due and payable on November 1 of each year.
1. The Treasurer or his/her designee will mail, email, or fax dues statements to the membership by October 1st each year.
 2. The Treasurer or his/her designee will mail, email, or fax a final notice of non-payment of dues not later than November 15 to members who have not paid dues by November 1.
 3. A member who has not paid dues by December 1 shall be considered delinquent, and shall be mailed a notice of cancellation of membership by the Treasurer or his/her designee.
 4. Membership may be reinstated upon payment of the current annual dues and any delinquent fees or dues.
 5. A former member who has not paid dues for two (2) or more consecutive years is required to submit a completed application for membership under the provisions of section 4.0(C) or 4.0(D).
 6. Members joining after October 1 shall have their dues prorated to September 30 of that fiscal year on a quarterly basis.
 7. Dues for new members, District Membership or Associate Membership, shall be invoiced by the Treasurer or his/her designee to the new member after membership is approved. Initial membership dues must be paid within 30 days of receipt of invoice or membership in the Alliance shall be suspended.
- E. Fees are assessed on an event basis and payable as determined by the voting membership. Registration fees for attendees of the regular meetings may be assessed for each meeting as they are scheduled.

Article 6.0: BUSINESS MEETINGS OF THE ALLIANCE

- A. The Alliance shall hold meetings as determined by the membership or executive committee. When possible, it is preferred that no more than one regular business meeting will be scheduled during each quarter of the fiscal year.
- B. Special meetings of the Alliance may be called as necessary by the President, two Executive Committee members, or twenty percent of the voting members of the Alliance.
- C. Notice of business meetings and a proposed agenda for that meeting shall be posted on the Alliance website or mailed, emailed or faxed to all members of the Alliance no later than 10 days prior to the date of the meeting. The final agenda for a business meeting shall be posted on the Alliance web site at least 72 hours in advance of the meeting. Notice of special called meetings of the Alliance and an agenda shall be given prior to the meeting to all members of the Alliance. This notice may be posted on the Alliance website or by telephone, fax, email or overnight letter.
- D. Meetings of the Alliance, in general, are open to all members of the Alliance except as follows:
1. Members who are delinquent in their dues and/or fees are not permitted to attend meetings of the Alliance unless they have paid the delinquent dues and/or fees or made satisfactory arrangements with the Treasurer or Executive Director.
 2. Closed Business Meetings. At the discretion of the President or through a motion and an affirmative vote by the voting members the meeting may be closed to include only District Members.

Article 7.0: QUORUM

A Quorum at a regular or special meeting of the Alliance shall consist of 40 percent of the voting members as defined in Article 4.0(C)(1).

Article 8.0: VOTING

- A. Each voting member district of the Alliance is entitled to one vote in matters concerning the Alliance.
- B. The vote of any voting member district may be cast by a director, a general manager, or a designated representative of the member District. A representative may be designated in writing by the board president or general manager. The written notice must be presented to the Secretary, Executive Director, or designated staff of the Alliance and remains in effect until October 1 of odd numbered years. The voting representative of a member district must be present to vote at any scheduled or called meeting of the Alliance.
- C. The presiding officer may cast a vote in accordance with Article 8.0(A).
- D. A quorum must be present at any regular or called meeting for a vote to be taken.

Article 9.0: AMENDMENTS

These Bylaws of the Alliance may be amended or repealed in whole or in part upon three fourths affirmative vote of the membership present at a meeting of the Alliance at which a quorum is present.

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Any amendment to these bylaws or a motion to repeal any part or all of these bylaws must be presented to the entire membership of the Alliance by mail, email, or fax not less than 10 days nor more than 45 days prior to meeting at which the item is on the agenda. Any changes made in the Bylaws of the Alliance shall be mailed, emailed, or faxed to all members within 30 days of adoption.

Article 10.0: POLICY STATEMENTS

The Membership of the Alliance may adopt policy statements as necessary to clarify specific procedural requirements for responsibilities outlined herein. As with amendments to the Bylaws, adoption of a policy statement requires an affirmative vote of three-fourths of the membership present at a meeting of the Alliance at which a quorum is present. Any proposed policy statement must be presented to the entire membership of the Alliance by mail, email, or fax not less than 10 days nor more than 45 days prior to meeting at which the item is on the agenda. Any policy statement adopted by the membership as provided herein shall be mailed, emailed, or faxed to all members within 30 days of adoption. Any Policy Statements adopted pursuant to this section shall be treated as appendices of these Bylaws.

Article 11.0: RULES OF ORDER

Where not in conflict with these Bylaws, Roberts Rules of Order shall be the parliamentary authority for all matters of procedure.

Article 12.0: OFFICERS OF THE ALLIANCE AND THEIR RESPONSIBILITIES

Only employees and/or directors of voting District Members are eligible to serve as officers. Consultants, contract workers, or other workers who cannot be legally defined as employees of the district are ineligible to serve as officers. Officers may designate a TAGD employee or TAGD contractor to perform activities required to carry out the responsibilities provided herein.

A. PRESIDENT---Responsibilities shall include:

1. Presiding over meetings of the Alliance.
2. Appointing members to Standing Committees and other committees he/she deems necessary and designating a chairman for each of the committees with the exception of Executive Committee, Legislative Committee, Finance/Budget Committee, and Bylaws Committee.
3. Calling special meetings of the Alliance.
4. Preparing the agenda for business meetings of the Alliance in consultation with the Executive Committee and the Executive Director.
5. Serving as or appointing a representative to the "Texas Groundwater Protection Committee".
6. Serving as chairman of the Executive Committee.

Serving as an Ex Officio Member of all committees except the Executive Committee.

B. VICE-PRESIDENT---Responsibilities shall include:

1. Presiding over meeting in the absence of the President.
2. Performing other responsibilities as may be assigned to him/her by the President.
3. Serving as chairman of the Legislative Committee and a member of the Finance/Budget Committee.

C. SECRETARY---Responsibilities shall include:

1. Keeping the minutes of the business affairs of the Alliance.
2. Maintaining all the minutes of the Alliance.
3. Providing the Secretary of State's office with a list of the names and addresses of each of the officers of the Alliance as may be required by law
4. Performing other responsibilities as may be assigned to him/her by the President.

D. TREASURER---Responsibilities shall include:

1. Providing a written quarterly financial report to the Alliance [for approval at a business meeting of the Alliance.](#)
2. Overseeing the financial affairs of the Alliance in accordance with the adopted Financial Policy.
3. Overseeing the filing of an annual tax return with the IRS to maintain the non-profit status of the Alliance and providing a copy of the return to the secretary.
4. Serving as chairman of the Finance/Budget Committee.
5. Performing other responsibilities as may be assigned to him/her by the President.

E. PARLIAMENTARIAN---Responsibilities shall include:

1. Seeing that the bylaws of the Alliance are followed and the meetings are conducted in proper order.
2. Serving as chairman of the Bylaws Committee.

F. TAGD AREA REPRESENTATIVE

1. Each TAGD area (see Appendix B) is entitled to one representative on the Executive Committee. If the TAGD area is not represented by one of the elected offices, the member districts in the TAGD area shall elect an Executive Committee Representative, and shall report to the Alliance the name of that elected representative by October 1 of odd numbered years.
2. The TAGD area representative may be re-elected by the member districts of the area.

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Deleted: or Executive Committee in the absence of a quorum or business meeting, in accordance with the adopted Financial Policy.

Article 12.1: TERM OF OFFICE

Each officer of the Alliance listed in Article 12.0 shall be elected by a majority vote of the membership and shall serve for two years. The TAGD area representative shall serve a two-year term. The officers and each elected Executive Committee member shall assume the responsibilities of their office at the beginning of the fiscal year following their election to the office.

Article 12.2: ELECTION OF OFFICERS

- A. The election of officers shall be held at a regular meeting of the Alliance during the last quarter of odd-numbered fiscal years in which the officers' terms expire.
- B. The Nominating Committee shall present to the membership a slate of officers as listed in Article 12.0 of these bylaws.
- C. Nominations shall be solicited from the membership at large. Nominations may be made from the floor by any District Member of the Alliance.
- D. Each officer of the Alliance shall be elected by a majority vote of the members present.
- E. Only districts that are voting members in the Alliance are eligible to vote in any election of the Alliance.

Article 12.3: VACANCY OF OFFICERS AND EXECUTIVE COMMITTEE MEMBERS

- A. The Executive Committee shall appoint a temporary replacement to serve until the next regular meeting of the Alliance at which time a replacement shall be elected by the membership to fill the remainder of the unexpired term in accordance with Article 13.0(A).
- B. A TAGD area representative may designate an alternate voting member for Executive Committee meetings the Area Representative is unable to attend. Such designation shall be made to the President in writing (mail or e-mail) in advance of the meeting.

Article 13.0: STANDING COMMITTEES / BOARDS

Membership on all Alliance committees shall normally be limited to District Members. For specific projects, after being specifically authorized by the Executive Committee, Associate Members may serve on an Alliance committee.

The Alliance will maintain the following standing committees:

- A. EXECUTIVE---This committee shall be comprised of the elected officers of the Alliance, the immediate past President of the Alliance, one (1) member elected from each TAGD area (map in Appendix B) that is not represented by another member of the Executive Committee. Members of the Executive Committee must be eligible to vote under Article 8.0. This committee shall be responsible for filling vacancies of officers, and other matters as granted by the Alliance including:
 - 1. Having the power and authority to represent the Alliance during a session of the State Legislature.

2. Gathering information and making decisions for the Alliance as directed by the membership.
3. Reviewing, adopting, and taking action on the financial affairs of the organization, including budget modifications and expenditures that are within overall budget limitations and consistent with the adopted Financial Policy.
4. Interviewing and recommending an Executive Director to the membership for approval and overseeing the implementation of the adopted Employment Policy.
5. Performing other duties and responsibilities deemed necessary by the membership.

B. INFORMATION / EDUCATION---This committee shall be responsible for:

1. Gathering information and formulating plans and programs to promote TAGD and its members.
2. Developing information for and disseminating information to prospective new districts, newly formed districts, and other districts in need of such information.
3. Working with TAGD staff on communication and outreach efforts to educate the public on groundwater management in Texas.
4. Assisting in the development and implementation of TAGD data collection efforts.
5. Performing other duties and responsibilities deemed necessary by the membership.

C. FINANCE / BUDGET---This committee shall be comprised of the Treasurer, the Vice-President, and three (3) members of the Alliance appointed by the President. This committee shall be responsible for tasks as outlined in the adopted Financial Policy.

D. LEGISLATIVE---This committee shall be responsible for implementing tasks as outlined in the adopted Legislative Policy, including:

1. Initiating legislative proposals, policies and resolutions for presentation to TAGD's membership.
2. Informing TAGD's membership of pending legislation of possible interest to groundwater districts.
3. Developing a position on legislation of possible interest to groundwater districts that is pertinent to the TAGD.
4. Acting on legislation with approval from the Executive Committee.

E. NOMINATING---This committee shall consist of the current president and the two immediate past presidents. Members of the Nominating Committee shall be ineligible to run for office in the upcoming election. Nominations shall be solicited from the membership at large.

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F. BY-LAWS---The objectives of this committee are to:

1. Review and consider changes to TAGD bylaws, policies, and action plans.
2. Ensure that TAGD activities and/or programs operate within the established policy guidelines.
3. Perform other duties and responsibilities deemed necessary by the membership.

G. OTHER COMMITTEES---Other committees may be appointed by the President as necessary.

Article 14.0 EXECUTIVE DIRECTOR

The Executive Director shall administer and manage the overall activities of TAGD, reporting to the Executive Committee through the President. Responsibilities of the Executive Director shall include:

1. Serving as the primary contact, resource, and representative for all Alliance related matters.
2. Reporting to the President, Executive Committee, and membership on matters related to the Alliance.
3. Coordinating and overseeing the financial affairs of the Alliance in accordance with the Treasurer and the adopted Financial Policy.
4. Preparing the agenda for business meetings of the Alliance in consultation with the Executive Committee.
5. Maintaining the files of the Alliance and overseeing the contracts of the Alliance.
6. Coordinating the communication and outreach activities of the Alliance.
7. Overseeing the collection of member information to further the Alliance's purpose and mission.
8. Performing other actions as may be assigned by the Executive Committee or membership.

Article 15.0 SUPPORT FOR OTHER ORGANIZATIONS

MEMBERSHIP---The Alliance may become a member of other Texas or national organizations and pay applicable and necessary membership dues only when such membership would further the purpose and mission of the Alliance and when sufficient funds for such dues have been budgeted. Upon a written proposal of membership from a GCD Member to the Secretary of the Alliance with a copy to the Executive Director, the matter will be placed on the agenda of the next quarterly business meeting of the Alliance. An affirmative vote of two-thirds of the members present at the meeting where the vote occurs is required to approve the membership in the organization.

FINANCIAL ASSISTANCE---The Alliance may contribute financial assistance to an organization for the purpose of research or studies related to groundwater conservation or management in Texas only when such contribution would further the purpose and mission of the Alliance and when sufficient funds for

such assistance have been budgeted. Upon a written proposal of support, including the proposed amount of financial assistance and a summary of benefits to TAGD and its members, from a GCD Member to the Secretary of the Alliance with a copy to the Executive Director, the matter will be placed on the agenda of the next quarterly business meeting of the Alliance. An affirmative vote of two-thirds of the members present at the meeting where the vote occurs is required to approve the financial assistance proposal.

NON-MONETARY SUPPORT---The Alliance may lend non-monetary support to a groundwater research effort or project related to groundwater conservation or management in Texas only when such support would further the purpose and mission of the Alliance. Upon a written proposal of support from a GCD Member to the Secretary of the Alliance with a copy to the Executive Director, the Executive Committee may vote on whether or not to provide the non-monetary support as described in the proposal.

Article 16.0: CONTRACTS

The Executive Director may enter into contracts on behalf of the Alliance for goods or services equal to or less than \$2500 or that are the result of approved budget expenditures. Contracts for goods or services over that amount or not the result of an approved budget expenditure must be authorized by a majority of the membership present at a regular or special meeting of the Alliance.

Article 17.0: LOANS

No loan may be contracted on behalf of the Alliance, including no evidence of indebtedness may be issued in the Alliance's name, unless authorized by a majority vote of the membership. A vote to authorize issuance of a bank card or credit card in the name of the Alliance thereby authorizes the use of that card up to the debt limit approved by the membership. This Article does not apply to limit any provision of a grant either made by or accepted by the Alliance.

Article 18.0: DEPOSITS

All funds of the Alliance shall be deposited from time to time to the credit of the Alliance in such banks that are accredited and insured by the FDIC, consistent with the adopted Financial Policy.

Article 19.0: GIFTS

The Alliance may accept any contribution or gift for the general purposes or for any specific purpose of the Alliance consistent with the adopted Financial Policy.

Article 20.0: OPERATING EXPENSES

The operating expenses of the Alliance shall be defrayed by funds from annual dues, fees, special projects, service contracts, contributions, reserves, or any other monies received by the Alliance, consistent with the adopted Financial Policy. The Alliance shall endeavor to keep at least 50 percent of total budgeted expenses in retained earnings on an annual basis.

Article 21.0: INDEMNIFICATION OF OFFICERS AND EMPLOYEES

The officers and any employees of the Alliance shall not be individually or personally liable for the debts or obligations of the Alliance and shall be indemnified by the Alliance against all financial loss, damage, costs and expenses (including counsel fees) reasonably incurred by or imposed upon them in connection

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with or resulting from any civil or criminal actions, suit, proceeding, claim or investigation in which they may be involved by reason of any action taken or omitted to be taken by them in good faith as such officer or employee of the Alliance.

- A. Prudent Care. Such indemnification is subject to the condition that a majority of the members shall be of the opinion that a person involved exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances, or that such person took or omitted to take such action in reliance upon advice of counsel for the Alliance or upon information furnished by an officer or employee of the Alliance and accepted in good faith by such person.
- B. Benefit. The indemnification provided herein shall inure to the benefit of the heirs, executors, or administrators of any officer or employee and shall not be exclusive of any other rights to which such party may be entitled by law or under any resolutions adopted by the members.

Article 22.0: FISCAL YEAR

The fiscal year of the Alliance shall begin on October 1 of each year and end on September 30 of the following year.

Amended and approved by a two-thirds majority of the membership on August 25, 2015.

Kathy Turner Jones, President

Leah Adams, Secretary

Author

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AGENDA ITEM

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TAGD EMPLOYMENT POLICY

Code of Conduct

Employees of the Texas Alliance of Groundwater Districts (TAGD) are expected to act in the best interests of the organization and in a manner that is consistent with the highest ethical standards. Employees should report any known or suspected violations of this Code of Conduct to a TAGD Officer or member of the Executive Committee. The following policies are applicable to all employees:

Compliance with Laws

You are expected to comply with all laws that apply to our city, state and country. Violence will not be tolerated.

Conflicts of Interest

You should avoid any outside interests that might influence, or appear to influence, decisions you make or actions you take for TAGD.

Outside Activities

You should avoid activities that would have a negative impact on the performance of your job, conflict with your obligation to TAGD, or negatively impact TAGD's reputation in the community.

Professional Conduct

TAGD requires employees conduct themselves in a professional manner.

Organization Funds and Assets

TAGD funds and other assets are to be used only for the benefit of TAGD and not for your own personal gain.

Misuse of Confidential Information

You may not use confidential information obtained through your employment with TAGD for personal gain or for any other reason except to further TAGD's interests.

Employee Orientation

An ad hoc committee of the membership is responsible for orienting the Executive Director upon hiring.

It is the responsibility of the Executive Director to ensure that other new employees are oriented to TAGD. Orientation should include:

- a. An overview of TAGD's Bylaws and policies;
- b. An introduction to the organization's mission and goals (may include review of past meetings, financial reports, strategic plans, work plans, etc.);

- c. A discussion of organizational structure and introduction to co-workers with explanation of their responsibilities;
- d. A review of project and program information;
- e. A review of benefits and signing of all necessary forms;
- f. A discussion of the employees' responsibilities and organizational expectations;
- g. Getting the employee started on assignments;
- h. Developing a system for tracking assignments and progress.

Performance Reviews

For new employees, an initial appraisal review including overall job expectations and performance, employee and supervisor goals, and specific suggestions for improvement should be conducted at the end of the first 90 days of employment.

The five TAGD Office-holders (President, Vice President, Secretary, Treasurer, and Parliamentarian) shall conduct a performance evaluation and salary review of the Executive Director on an annual basis and submit the evaluation to the Executive Committee for approval by August 1st of each year. The Executive Director shall conduct an annual performance evaluation and salary review of all other TAGD employees on or before August 1st of each year. The Executive Director is responsible for developing forms to be used in the evaluation process.

Compensation and Leave

The salary of the Executive Director is to be determined by TAGD's voting members. The Executive Director determines salaries of other employees. The Finance and Budget Committee shall recommend for approval a total personnel budget to the voting membership at the Annual Meeting. Compensation is paid monthly. Salaries are reviewed annually in conjunction with performance reviews. Salary increases are a function of employee performance and the ability of TAGD to increase compensation. TAGD does not grant automatic annual increases, but every effort is made to compensate employees fairly, taking into account their responsibilities and performance. TAGD strives to provide compensation that is competitive with other representative organizations in the area.

Employment Status

The Fair Labor Standards Act (FLSA) sets the minimum wage, equal pay, overtime pay, record keeping, and child labor standards for the country. All employees are classified into 'exempt' or 'non-exempt' categories for purposes of establishing eligibility for overtime pay under the Federal Wage and Hours Laws. The categories as defined by this Act are as follows:

Exempt

Exempt employees are those employees that are exempt from overtime pay. A full-time exempt employee is salaried on a monthly basis and is regularly scheduled to work a forty (40) hour workweek, exclusive of lunch periods.

Non-Exempt

Non-exempt employees are those employees who must be paid overtime pay for hours worked over 40 in a given week. Non-exempt employees are hired at a specific hourly pay rate with a daily work schedule and a set number of hours in a regular workweek. Non-exempt employees will be paid at a rate of time and one-half for hours worked in excess of forty (40) hours for any workweek.

Overtime

Overtime is the extra time employees work above their normal scheduled workday. In order to meet the workweek needs of TAGD, employees must be available to work overtime as necessary. We try to eliminate the need for overtime, but, if TAGD determines it is unavoidable, employees will be expected to work their share. The Executive Director will give advance notice if possible. All overtime for hourly employees must be approved in advance. If an employee works overtime without prior approval, they can be subject to disciplinary action.

The Fair Labor Standards Act states that non-exempt employees must be paid for all overtime hours. Non-exempt employees will be paid at a rate of time and one-half for all hours worked in excess of forty (40) hours for any workweek. Hours worked include all hours actually worked. Hours worked do not include leave without pay.

Mandatory Benefits

Worker's Compensation

All employees are covered under the applicable Worker's Compensation Act Insurance that is paid in full by TAGD. To be eligible for workers' compensation benefits, an employee has to incur an accidental injury during and arising out of employment. If an employee is injured on the job, they must seek medical attention and immediately notify a TAGD Officer or the Executive Director of the occurrence.

Social Security

TAGD pays matching funds to the Social Security Administration under the Federal Insurance Contribution Act (FICA) for each employee.

Voluntary Benefits

Health Insurance

Texas Alliance of Groundwater Districts does not have a group health insurance plan. Texas Alliance of Groundwater Districts will reimburse 100% of the cost of health insurance up to a monthly maximum amount recommended by the Executive Director to the Finance and Budget Committee and approved by the voting members at the Annual Meeting for salaried employees.

Cell Phone Stipend

TAGD provides a monthly stipend in an amount recommended by the Executive Director to the Finance and Budget Committee and approved by the voting members at the Annual Meeting for employees' cell phone use.

Holidays

Each regular full-time employee will receive 12 paid holidays, to be based on federal holidays, and agreed upon by staff at the beginning of each year.

Holiday	Day Observed
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving	Last Thursday in November and the following Friday
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	May be taken in conjunction with any holiday

Holidays will be paid as a full workday to all full time employees. If any scheduled holiday falls on Saturday or Sunday, the Executive Director will decide when the holiday will be observed. Holidays which occur during an employee's vacation will be considered a holiday and will not count against vacation time. Holidays should be reported on the Time Sheet. Holiday time will not be counted in computing overtime.

Personal Time Off

Personal Time Off (PTO) is a benefit earned through active full-time service. An employee will accrue PTO in accordance with the following table:

Completed Yrs.	Days PTO	Accrual Rate
0 through 3	15	(1.25 days/mo.)
4 through 6	20	(1.667 days/mo.)
7 or more	25	(2.08 days/mo.)

Unused PTO will roll over and can be used during the one year following its accrual. An employee can accumulate up to a maximum of two years of accrued PTO. TAGD will pay for unused accrued PTO upon separation.

Retirement

TAGD will provide a retirement program for full time employees that meet the Internal Revenue Service eligibility requirements through a Simplified Employment Pension Plan. TAGD will contribute a percentage of the employee salary annually to the plan. The current contribution percentage is set at six (6) percent but may be modified by TAGD in the future. Employees are not eligible for retirement contributions until they have successfully completed ninety (90) calendar days of regular full-time employment.

Employee Business and Travel Expenses

The reasonable cost for transportation, lodging, conference registration fees and other reasonable expenses will be covered by TAGD for its employees when traveling on TAGD-related business. All expenses incurred by staff while doing business for TAGD will be submitted to the Executive Director for approval and accompanied by itemized lists of expenses and receipts. TAGD will use the current Internal Revenue Service-authorized rate for mileage allowance.

Other Leave

Family, and medical, and other leave will be established on a case-by-case basis based on organizational needs, employee performance and length of service to TAGD. In general, TAGD will strive to adhere to the Family and Medical Leave Act, but because of its small size, feasibility of a full 12-week leave may be untenable for the organization at a particular time. Alternatives will be discussed with employees on a case-by-case basis.

Separations

Voluntary

The Executive Director of TAGD may resign at any time by letter of resignation to the Executive Committee. Other employees shall submit a letter of resignation to the Executive Director. The letter should give the staff member's last date of employment, and should be signed and dated. TAGD expects all staff members to provide the maximum possible notice of intent to resign. A minimum of two weeks' notice is requested to allow for training and transference of duties.

At-Will Employment

TAGD, including the Executive Director, has the right to dismiss an employee at any time, for any reason, and nothing in this policy should be interpreted as altering the at-will relationship or constituting a promise of continued employment.

Exit Interview

The Executive Committee should conduct exit interviews to evaluate the circumstances surrounding the separation of an employee, whether voluntary or involuntary.

Harassment/Discrimination

TAGD is committed to providing a work environment free of unlawful harassment and discrimination. We prohibit sexual harassment and discrimination based on sex, race, religion, color, national origin, sexual orientation, political affiliation, physical or mental disability, medical condition, marital status, age or any other basis protected by federal, state or local law or ordinance or regulation. This policy applies to all persons working for TAGD, including, employees, consultants, trainers, Board members, and interns.

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AGENDA ITEM

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MULTI-YEAR AGREEMENT FOR SERVICES

This 2 year Agreement for Services (“Agreement”) is made and entered into this 27th day of May, 2015, (the “Effective Date”) by and between the Texas Alliance of Groundwater Districts, a Texas non profit organization, (hereinafter collectively referred to as Client), and Innovation Event Management, LP, a Texas limited partnership (hereinafter referred to as IEM).

Recitals

Whereas Client desires to engage the services of IEM as an independent contractor regarding the production and management of Client’s annual Texas Groundwater Summit (Event) for the next 2 years (2016 and 2017) and/or 2 events; to be held by Client in August of each calendar year, or rescheduled dates, to be agreed upon by both parties and not to extend beyond 2018. Event dates and locations shall be determined by Client and included as amendments to this agreement.

Whereas, IEM will render services relating to the production and management of the aforementioned events on the terms and conditions set forth below.

Now therefore, it is agreed as follows:

1. **Time for Performance.** The services to be provided by IEM will be rendered between the 1st day of this contract’s execution and the completion of its obligations as stated in Paragraph 2 for each Event. This multi-year agreement shall be in place for the events held by Client in 2016 and 2017, unless otherwise agreed upon by both parties.

2. **Obligations of IEM.** IEM shall provide the following services related to the Event:

- A. Pre-Event Coordination, Registration and Planning
- B. On-site Event Production and Logistics Management
- C. Exhibit and Sponsorship Sales
- D. Financial Management – Capitalizing Event and Managing Revenue/Expenses
- E. Pre-Event and On-site Coordination of Exhibitors and Sponsors
- F. On-Site Speaker Coordination

G. Marketing and Media Support and Coordination

H. Negotiation of Relevant Contracts, Including but not Limited to Facility, Hotel, Audio Visual, and Food and Beverage

3. **Obligations of Client.** Client shall be responsible for all fees associated with the Event and all guarantees associated with Event production (i.e. guaranty of hotel rooms). These fees include but are not limited to printing requirements, audio/visual requirements, food and beverage, staff food and beverage, staff hotel rooms (limited to 2), staff parking (if applicable), and marketing expenses. These fees will be paid as they are incurred by IEM, and shall be in addition to any compensation provided for in section 7 of this Agreement. In addition, Client shall be responsible for the following actions:

- A. Identify a Event Advisory Team to Participate in Pre-Event Event Calls and Meetings Throughout the Planning Process (this team will also provide the following items)
- B. Develop Relevant Event Sessions / Tracks / Subject Matter / Direction and Marketing Theme of Overall Event
- C. Identify and Invite Speakers
- D. Manage Educational Sessions and Program Content, Including Session Titles, Descriptions and Speaker Time Slots and Direction
- E. Identify any Key Potential Sponsor Companies and Contacts/Make Initial Contact if Necessary due to Special Relationship
- F. Provide Lead Lists for Potential Attendees, Exhibitors and Sponsors in Addition to any Relevant Information or Content Materials from Previous Meetings for Reference

4. **Nature of Relationship.** IEM shall serve as the Event organizer and producer for Client and shall, as set forth below, act as an agent on behalf of Client for necessary services relating to IEM's obligations under the terms of this Agreement.

5. **IEM to Act as Agent.** To the extent necessary to carry out the terms of this Agreement, Client designates IEM as its agent and authorizes IEM to execute agreements on behalf of Client in IEM's capacity as agent for Client. IEM shall maintain records of all contracts and agreements which it enters into as agent for Client including but not limited to the

names of the parties, the date of the agreement, and the essential terms of the agreement. IEM will not act as a principal in this transaction.

6. **Indemnification.** Client indemnifies and holds harmless IEM and its general partner, Capstone Event Management, LLC, from all suits, actions, losses, damages, claims, or liability of any character, type, or description, brought or made on account of any act of IEM while acting as an agent for Client as described and contemplated in section 5 of this Agreement, except for acts of negligence or willful misconduct by IEM. IEM and its general partner, Capstone Event Management, LLC, indemnify and hold harmless Client from all suits, actions, losses, damages, claims, or liability of any character, type, or description, brought or made on account of any act of IEM related to the Event while acting in any other capacity than as an agent for Client as described and contemplated in section 5 of this agreement. Client indemnifies and holds harmless IEM and its general partner, Capstone Event Management, LLC, from all suits, actions, losses, damages, claims, or liability of any character, type, or description, brought or made on account of any act of Client related to the Event.

IEM agrees to obtain an appropriate general liability insurance policy for the Event, to be paid for by Client pursuant to section 3 of this Agreement. This general liability insurance policy shall name both Client and IEM as insured parties under the policy.

7. **Compensation.** In exchange for the performance of the services provided herein, Client shall pay to IEM 30% of the gross sales derived by Client from the Event. “Gross sales” is defined to mean all income received by Client as a result of the Event, including but not limited to, attendee fees, exhibitor fees, sponsorships, and any other income derived from the Event. Where sponsorship sales are derived by Client “House Account” sponsors, when applicable as described in the Sales Process Steps (Addendum 1), IEM shall discount the

standard 30% compensation to 10% for applicable sponsorships in their first year of event sponsorship, and 20% for returning applicable sponsorships in subsequent years. This discount shall not affect the 30% compensation on all other gross revenue. Once all payments are collected and bills have been received, IEM's compensation payment will be withheld from the final check written to Client no later than 45 days after the event start date. Commissionable hotel room block revenue shall be paid to IEM if applicable, and shall be paid directly to IEM by final hotel selected.

In addition, IEM may provide additional event management and support services for other designated Client events as needed throughout the duration of this multi-year agreement at a discounted rate of \$55.00 per hour. All hourly work shall be approved in advance by Client and treated as expenses as described in Section 7.

8. **Rescheduling.** If the Event is rescheduled to a date other than the timeframe outlined in this Agreement, IEM agrees to provide the services provided hereunder for the rescheduled Event only if the rescheduled date is agreed to by both parties, and such agreement shall not be unreasonably withheld by either party. If Event is rescheduled to another date, IEM agrees to apply any revenues, materials and expenses to the rescheduled Event when possible.

9. **Termination.** If the Event is cancelled or rescheduled to a date not approved by IEM pursuant to section 8 of this Agreement, Client shall pay to IEM the sum of 30% of the gross sales of all exhibit and sponsorship monies received or contracted prior to the termination. In addition, all non-refundable, direct Event expenses and liabilities as described by section 3 of this Agreement that have been paid or irretrievably incurred by IEM prior to the date of termination will be paid to IEM by Client.

10. **Termination for cause.** In the event that IEM defaults in performing its duties hereunder, Client shall notify IEM of a claimed default and provide proof as may be reasonably required of such default. If IEM fails to cure such default within 10 business days from the date of the receipt of the notice, Client may terminate this Agreement; however, all non-refundable, direct Event expenses and liabilities as described by section 3 of this Agreement paid or irretrievably incurred by IEM prior to the date of termination will be paid to IEM by Client.

11. **Termination by IEM.** If Client fails to pay IEM the compensation provided for in section 7 of this Agreement, any undisputed sums due to IEM shall bear interest at the rate of 9% per annum until paid.

12. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created in this Agreement are performable in Travis County, Texas.

13. **Legal Construction.** In case any one or more of the provisions in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14. **Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

15. **Confidentiality.** All information given by both parties to this Agreement will be kept in the strictest confidence by each party and their employees.

16. **Parties Bound.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

17. **Amendment.** This Agreement may be amended by the mutual agreement of the parties to it, in writing to be attached to and incorporated in this Agreement.

18. **Attorney's Fees.** If any legal action is brought by either of the parties hereto, it is expressly agreed that the prevailing party in such legal action shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief that may be rewarded. For purposes of this clause, the prevailing party is the party who obtains a net damage recovery or the party in whose favor final judgment is entered. In the event that declaratory or injunctive relief alone is granted, the court may determine which, if either, of the parties shall be considered to be the prevailing party. The amount of reasonable attorney's fees shall be determined by the court, in the trial of such action or in separate action brought for that purpose. Attorney's fees provided under the provisions of this section shall be in addition to any other relief which may be awarded.

19. **Condition to Filing Suit.** As a condition precedent to the filing of suit by either party to this Agreement, a party claiming a default shall so notify the other party. The party notified of a claimed default may demand, within 30 days of receipt of such notice, that the matter be submitted to pre-suit mediation. The parties shall thereafter proceed to mediate their claims provided that such mediation shall take place within 120 days from the date of the original notice of default unless extending by a mutual agreement of the parties. The mediator shall be chosen by mutual agreement or if the parties cannot agree, by a mediator appointed by a district judge of Travis County, Texas.

CLIENT:

BY: _____
Texas Alliance of Groundwater Districts
Sarah Rountree Schlessinger, Executive Director

DATE: _____

IEM:

BY: _____
Capstone Event Management, LLC, Its General Partner
Rachel Pepper, CEO

DATE: _____

Sales Process – Addendum 1

IEM and Client work together to create the sponsor and exhibitor prospectus, detailing pricing and benefits for all sponsorships and exhibits. IEM will provide an initial draft of the sponsor and exhibitor prospectus document outlining the above, and will work with Client to finalize the document for presentation to potential sponsors.

Each year, prior to the outset of event solicitation, Client will present IEM with a list of "House Accounts." These accounts shall represent potential sponsors that Client intends to solicit on their own behalf. "House Accounts" shall not include potential sponsors that have previously been solicited by IEM or those that have participated as sponsors prior to the 2015 Texas Groundwater Summit.

Sales Process Steps:

1. Client shall contact "House Accounts" via phone, in person and/or email on a "personal" level. IEM shall send initial marketing communications (sponsor opportunities E-blast) to these Accounts, but shall not communicate with them otherwise, unless explicitly requested in writing by Client. Once sales assistance is requested in writing for a given account, the "House Account" shall be considered an IEM opportunity.
2. Client shall work with "House Accounts" to determine a specific sponsorship level for the Account.
3. Client shall email IEM the specifics of each "House Account" sale, including price, specific sponsorship or exhibit sale (if applicable), and contact information, if necessary.
4. IEM shall create a written agreement for each "House Account" and send to contact.
5. Once signed agreement is in place, IEM shall work with "House Account" to obtain requirements for benefit fulfillment (logo, badge names, promo item preferences, description, etc.).
6. IEM shall administer the "House Account" finances, including invoicing, collections, and pre-event and onsite benefit fulfillment.

IEM will pursue additional accounts termed "IEM Opportunities." These accounts shall represent potential sponsors and exhibitors that are not listed as "House Accounts," including all sponsor and exhibitor contacts that participated prior to the 2015 Texas Groundwater Summit.

These "IEM Opportunities" shall be "Sold" entirely by IEM (steps 1-6). Once an account is sold and established as an "IEM Opportunity", it shall remain an "IEM Opportunity" for future years, so long as steps 1-6 are performed by IEM.

Client has the right to contact all participating sponsors and exhibitors outside of the Summit setting, as it would make contact with any donor.