



# Travis County Commissioners Court Agenda Request

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**Meeting Date:** October 1, 2019

**AGENDA LANGUAGE:** Consider and take appropriate action regarding the following:

- A. An update on the 2018 ILA with Barton Springs Edwards Aquifer Conservation District (BSEACD) to conduct groundwater studies (Hydrogeologic Project Phase I)
- B. Approval of an Interlocal Agreement with BSEACD for Phase II of the Southwestern Travis County Hydrogeologic Project.

**Prepared By:** Vicky Kennedy, PG   **Phone #:** (512) 854-4208  
**Department Head:** Cynthia C. McDonald, County Executive - TNR  
**Sponsoring Court Member:** Commissioner Gerald Daugherty, Precinct Three  
**Press Inquiries:** Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

## **BACKGROUND/SUMMARY OF REQUEST:**

Travis County entered into an ILA with Barton Springs Edwards Aquifer Conservation District (BSEACD) on July 3, 2018 to collect geologic, hydrogeologic and specific well information to provide a better understanding of groundwater resources in the southwestern portion of Travis County, develop educational materials regarding groundwater and its management, and to produce a draft Hydrogeologic Atlas for the southwestern Travis County. This one-year project has yielded valuable information regarding the geologic and hydrologic resources in Travis County. An update was presented to the Commissioners Court on March 26, 2019, detailing the successful results of site visits with residents and educational material produced. BSEACD will now provide an update of the technical portion of the completed Phase I of the project and will present a brief presentation outlining results.

In addition, Travis County staff and BSEACD wish to continue the studies started in Phase I to focus on areas identified in Phase I that would benefit from additional data collection and study. Phase II will focus on additional data collection, especially relating to the relationship of the Highland Lakes and the Colorado River in Travis County with respect to groundwater gains and losses and boundary conditions for groundwater flow. This requires expansion of the study area to include areas north of the Colorado River and possibly partnering with the United States Geological Survey who have developed low cost methods to assess gain/loss interactions in river systems. In addition, Phase II includes further refinement of updatable groundwater geodatabases, establishing additional groundwater monitoring wells, and producing a final draft Hydrogeologic Atlas of Travis County.

## **STAFF RECOMMENDATIONS:**

Staff recommends approval of the continued partnership with BSEACD to further our knowledge of water resources and how the surrounding geology and hydrologic setting influences water supply.

## **ISSUES AND OPPORTUNITIES:**

The continued partnership with BSEACD will expand on the knowledge acquired during Phase I of the project. Phase I has yielded large amounts of data and information regarding the geologic and hydrogeologic setting and water resources in southwestern Travis County which has historically been lacking accurate reliable data. The lack of data in southwestern Travis County has produced

a “donut hole” of sparse data that is needed to accurately assess the water resources and interactions of the surrounding geology. Data for this area is used to estimate future water trends in the modeling programs used by the Texas Water Development Board to estimate groundwater interactions and supply. Assumptions have been used to supply data to these models that, although yield best available results, are not as reliable as the real-time data provided by this study. Phase I has filled in many of those data gaps and has produced a better understanding of groundwater supplies and attributes. The draft Hydrogeologic Atlas is currently undergoing peer review with well-known academic experts and will provide Travis County with a first of its kind resource for groundwater and hydrogeologic data. Travis County will also receive updatable geodatabases that can be used to continue collecting data for future study and analysis. In addition, public education and outreach materials will be produced that can be distributed to citizens or used to create a water resource website.

The next phase of the study will include the establishing additional monitoring well, collecting more field data and expanding the study to areas in northern Travis County and the Highland Lakes to assess the relationship of groundwater gains and losses.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

2019 Groundwater Monitoring Study (FR 300003926)

**ATTACHMENTS/EXHIBITS:**

Interlocal Agreement  
PowerPoint presentation

**REQUIRED AUTHORIZATIONS:**

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Isabelle Lopez	Financial Manager, Sr.	TNR	(512) 854-7675
Anna Bowlin	DS & LRP Division Director	TNR	(512) 854-7561
Tom Nuckols	Director, Land Use Division	CA	(512) 854-9513
Julie Joe	Assistant County Attorney	CA	(512) 854-4835

**CC:**

Teresa Calkins	Engineer, Sr	TNR	(512) 854-7565
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VLK:CCM:jm

**INTERLOCAL FUNDING AGREEMENT & MEMORANDUM OF UNDERSTANDING  
FOR CONDUCTING GROUNDWATER STUDIES AND OFFERING EDUCATIONAL  
SUPPORT RELATED TO GROUNDWATER USE  
IN SOUTHWESTERN TRAVIS COUNTY**

This Interlocal Funding Agreement and Memorandum of Understanding (the "Agreement") is entered into by and between the Barton Springs/Edwards Aquifer Conservation District, a special district created under Chapter 8802 of the Texas Special District Local Laws Code and having authority under Chapter 36 of the Texas Water Code ("BSEACD"), and Travis County, a political subdivision of the State of Texas ("the County") (collectively, the "Parties"), and relates to studies of the occurrence of the Trinity Aquifer in Travis County.

**RECITALS**

1. The Parties have a history of collaborating to study and better understand the availability of groundwater within Travis County and the region.
2. The southwestern portion of Travis County is located in the Hill Country Priority Groundwater Management Area ("PGMA"), signifying the recognized susceptibility of the area's groundwater to quantity and quality limitations.
3. The Parties recognize that the Trinity Aquifer in this area is a shared aquifer that is of mutual interest to both the County and the BSEACD.
4. The Parties recognize the need and benefit of groundwater studies and data collection in the Trinity Aquifer, especially in the Travis County portion of the Hill Country PGMA, and that these efforts improve knowledge of how groundwater is currently being used and could be used in the future.
5. The Parties entered into an interlocal agreement in 2018 ("Phase I") that has produced a draft hydrogeologic atlas that describes the hydrogeologic setting and water resources of southwestern Travis County.
6. The Parties believe the continuation of current efforts and collaboration to obtain additional groundwater data and provide educational materials will be helpful to Travis County residents in understanding the region's groundwater resources and the limitations of those resources.
7. The Parties agree that the best way to promote their mutual desire to conduct groundwater-related studies and offer educational tools to groundwater users in the Travis County and members of the public is to continue their collaboration in those endeavors, using the experienced staff resources of BSEACD and the County and certain monetary resources of the County.
8. The Parties desire to and are authorized to enter into this Agreement pursuant to

the Texas Interlocal Cooperation Act, § 791.001 et seq. of the Texas Government Code:

In consideration of the foregoing and the mutually acceptable terms and conditions of the Parties in this Agreement, the County and BSEACD agree as follows:

## **ARTICLE 1. PURPOSE**

1.1 The purpose of this Agreement is to continue a collaborative funding and study agreement (Phase II) associated with the Southwestern Travis County Hydrogeology Project (the "Project") the Parties began in 2018 with respect to Phase I. The scope of work, tasks to be accomplished, deliverables to be provided, and staffing requirements for Phase II of the Project are described in attached Exhibit A and incorporated herein for all purposes.

1.2 The purpose of Phase II of the Project is to:

- (a) expand the original study area from Phase I to encompass more areas of Travis County, collect additional hydrogeologic and specific well information to provide a better understanding of the groundwater resources, and better understand the extent of the Trinity Aquifer and its hydrogeologic characteristics;
- (b) establish additional monitoring wells;
- (c) investigate gain/loss relationships of the Highlands Lakes;
- (b) prepare additional groundwater details and its management in the expanded study area for the benefit of stakeholders, public officials, and members of the public.

## **ARTICLE 2. OBLIGATIONS AND RIGHTS OF BSEACD**

2.1 BSEACD hereby agrees to contribute up to \$35,000.00 in value consisting of in-kind labor and equipment under this Agreement.

2.2. BSEACD agrees to perform each of the supporting project tasks in general accord with the schedule and other specifications set forth in Exhibit A and as to be further described in task plans as individual tasks are initiated and to provide monthly summary activity reports for services rendered.

2.3. BSEACD agrees that it will accept guidance and direction from Travis County to BSEACD in interfacing with the public as required in conducting the tasks.

## **ARTICLE 3 OBLIGATIONS OF THE COUNTY**

3.1 The County agrees to provide funding to BSEACD for supporting the tasks in Exhibit A, in an amount not to exceed \$75,000.00. This funding will be provided in two payments. The initial payment of \$50,000.00 will be made no later than 30 days of the

Effective Date of this Agreement and upon invoicing from BSEACD. The final payment of \$25,000.00 will be made upon invoicing from BSEACD but no sooner than 60 days following the initial payment.

**3.2** The County agrees to collaborate with BSEACD and offer its guidance and direction in preparing and presenting information to the public and in assisting BSEACD in accessing, inventorying, and characterizing existing wells in southwestern Travis County.

#### **ARTICLE 4 TERM AND TIME OF PERFORMANCE**

**4.1** The effective date of this Agreement shall be the date last executed by the Parties below (the "Effective Date"). The term of the Agreement shall continue from the Effective Date until September 30, 2020, or until the Parties have fulfilled all obligations under this Agreement, whichever is sooner. The Parties may extend the termination date of this Agreement by mutual assent, in writing, before its termination.

**4.2** Notwithstanding any provision to the contrary, if on or after August 31, 2020 the County Executive determines that BSEACD has failed to provide the County with a satisfactory Final Draft Hydrogeologic Atlas of Western Travis County, appended or amended with figures, tables, and data from Phase II ("Atlas"), the County Executive shall no later than September 15, 2020, deliver to BSEACD a written notice that specifies the alleged deficiencies in the Atlas and the actions necessary for BSEACD to cure the deficiencies. BSEACD shall have a reasonable time, not less than 90 days, to cure the deficiencies specified in the notice. If BSEACD fails to cure the deficiencies specified, then BSEACD must return to the County, within 30 days after the cure period, the portion of the payments BSEACD has received from the County under this Agreement that are associated with the deficiencies in the Atlas not cured by BSEACD. This provision will survive the termination of this Agreement.

#### **ARTICLE 5. NOTICE**

**5.1** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications related to non-compliance issues required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

BSEACD:                      Barton Springs Edwards Aquifer Conservation District  
   Attn: Alicia Reinmund-Martinez, General Manager  
   1124 Regal Row  
   Austin, Texas 78748

(512) 282-8441  
(f): (512) 282-7016  
Email: areinmund@bseacd.org

WITH COPY TO: Bill Dugat  
Bickerstaff, Heath, Delgado, Acosta  
3711 South MoPac Expwy, Suite 300  
Austin, Texas 78746

COUNTY: Cynthia McDonald (or successor)  
County Executive, TNR  
P. O. Box 1748  
Austin, Texas 78767

AND: Bonnie S. Floyd, MBA, CPPO, CPPM (or successor)  
Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas 78767

WITH COPY TO: David Escamilla (or successor)  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767  
Attention: File Number 291.888

## ARTICLE 6 DISPUTE RESOLUTION

**6.1** Negotiation. The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Agreement. If a controversy or claim should arise, the Parties agree to each select a Representative and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Agreement, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes subject to approval of the party's governing body. Each of the Parties may change the designation of its Representative, but shall maintain at all times during the term of this Agreement a designated Representative and shall ensure that the other Parties are notified of any change in the designation of its Representative.

**6.2** Mediation. If the dispute has not been resolved within sixty (60) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any of the parties may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (herein referred to as the "Mediator") by sending a written mediation request to the other party. In the event

that such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

**6.3** Litigation. If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within ninety (90) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), any of the Parties may commence litigation to resolve the dispute in any Texas state court of competent jurisdiction, or in the United States District Court for the Western District of Texas, Austin Division, to the extent said Court shall have jurisdiction over the matter.

## **ARTICLE 7 MISCELLANEOUS**

**7.1** Not-to-Exceed; Budget Out. Under no circumstances shall BSEACD's obligation exceed the amount cited in Section 2.1, above, nor shall Travis County's obligation exceed the amount cited in Section 3.1, above, unless otherwise agreed in writing by the Parties. Notwithstanding any other provision of this Agreement, if the BSEACD Board of Directors or the Travis County Commissioners Court fails to appropriate or budget funds to meet the terms and conditions cited herein, then the non-appropriating entity shall not be obligated to fulfill its obligations under this Agreement.

**7.2** Entire Agreement. This Agreement represents the entire and integrated agreement between the County and BSEACD and supersedes all prior negotiations, representations or arguments either written or oral. No official, representative, agent, or employee of Travis County, Texas, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and in Exhibit A are incorporated herein.

**7.3** Lawful Authority. The execution and performance of this Agreement by the County and BSEACD have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and BSEACD in accordance with its terms.

**7.4** Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

**7.5** Independent Parties. It is understood and agreed between the Parties that the County and BSEACD, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture.

**7.6** Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

**7.7** Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**7.8** No Waiver. No waiver by a Party of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof. No payment, act, or omission by Travis County may constitute or be construed as a waiver of any breach or default of BSEACD which then exists or may subsequently exist. All rights of Travis County under this Agreement are specifically reserved and any payment, act, or omission is not to be construed to impair or prejudice any remedy or title to Travis County under it. Any right or remedy stated in this Agreement does not preclude the exercise of any other right or remedy under this Agreement, the law or in equity, and any action taken in the exercise of any right or remedy must not be deemed a waiver of any other rights or remedies. No contribution of in kind labor or equipment, act, or omission by BSEACD may constitute or be construed as a waiver of any breach or default of Travis County which then exists or may subsequently exist. All rights of BSEACD under this Agreement are specifically reserved and any contribution of in kind labor or equipment, act, or omission is not to be construed to impair or prejudice any remedy or title to BSEACD under it. Any right or remedy stated in this Agreement does not preclude the exercise of any other right or remedy under this Agreement, the law or in equity, and any action taken in the exercise of any right or remedy must not be deemed a waiver of any other rights or remedies.

**7.9** Public Information Act. BSEACD and County are governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under the Act.

**7.10** Additional Documents. The BSEACD and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.



7.11 Compliance with Laws. In performing this Agreement, BSEACD will comply with all local, state and federal laws.

7.12 Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

7.13 No Waiver of Immunity. It is expressly understood and agreed by the parties that neither the execution of this Agreement nor any conduct of any representative of BSEACD or Travis County relating to this Agreement will be considered to waive, nor will it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor will it be considered a waiver of sovereign/governmental immunity to suit.

7.14 This Agreement is between Travis County and BSEACD. This Agreement is not intended, nor may it be construed, to confer any benefits, rights, or remedies upon any person not a party hereto.

7.15 Taxpayer identification. BSEACD shall provide Travis County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Code and its rules and regulations before any funds are payable.

## ARTICLE 8 LIABILITY

8.1 Limitation of Liability. To the extent allowed by Texas law, BSEACD and the County agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.

**County of Travis:**

By: \_\_\_\_\_

  
Sarah Eckhardt  
Travis County Judge

Date: \_\_\_\_\_

OCT 01 2019

**Barton Springs Edwards Aquifer Conservation District:**

By: \_\_\_\_\_

Blayne Stansberry

Board President

Date: Blayne Mansberg

ATTEST:

By: Blake Dorsett  
Blake Dorsett  
Board Secretary

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: William D Dugat III  
William D. Dugat III  
Attorney for BSEACD

Date: September 12, 2019

# EXHIBIT A

## 2019 Southwestern Travis County Hydrogeology Project

### Summary of Scope of Work for Phase II

The scope of work for Phase II will build upon and refine the data gathered and reports prepared during Phase I. Phase II will focus on filling data gaps from Phase 1, including studying the hydrogeologic relationship of the Highland Lakes and the Colorado River in Travis County. The scope of work for Phase II will require additional data collection north of the Colorado River as depicted in the map below (Figure 1).

Following the approach and format of Phase I, all data will be compiled in geodatabases or other appropriate digital formats with metadata and other documentation. Organization of the data and a deliverable will follow the format and scope presented in Phase I, which in turn followed the format in *Hydrogeologic Atlas of the Hill Country* (Wieman, 2010).

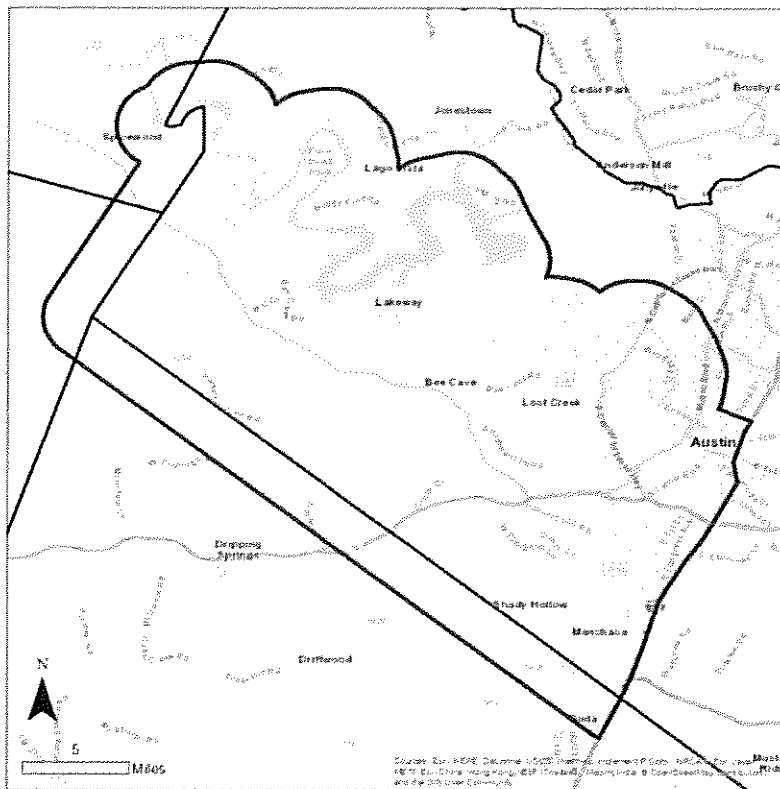


Figure 1. Map showing Display extent and Focus Area

### Tasks

- A. Timing/Completion of Tasks. The tasks undertaken, their scheduling, and priorities will depend to an extent on the specific capabilities of the hydrogeologic staff (see below), the availability of BSEACD existing staff to provide oversight

and participate in certain tasks, and the availability of Travis County staff to participate in certain tasks.

B. Types of Tasks to be Performed by BSEACD as Part of Project. The following work areas are illustrative of the types of activities that will be undertaken under this Project:

1. Preparing a final hydrogeologic atlas of western Travis County that includes data collected, compiled, and analyzed during Phase II.
2. Gathering additional data regarding synoptic water level and potentiometric surfaces (Middle and Lower Trinity);
3. Gathering additional data regarding geochemistry of groundwater
4. Compiling additional existing relevant data (water levels, geology, hydrogeology, groundwater sampling, etc.)
5. Performing gain and loss studies and data collection including assessment of the hydrogeologic relationship of the Highland Lakes and the Colorado River. This task may involve new geophysical methods (Ikard and Pease, 2018) as determined by the study partners to be appropriate for the area.
6. Installing and/or converting selected wells to monitor wells identified in Phase I.
7. Performing other relevant tasks as needed as mutually agreed upon by the Parties.

**Deliverables** BSEACD will provide Travis County the following deliverables in accordance with the terms and conditions set forth in this Agreement:

1. Final Draft Hydrogeologic Atlas of Western Travis County, appended or amended with figures, tables, and data from Phase II by August 31, 2020.
2. Electronic data and databases by August 31, 2020.
3. Additional instrumented monitor wells by August 31, 2020.
4. Monthly progress reports.

**Staffing**

A. To increase cost-effectiveness and to expand its capacity for undertaking the tasks, BSEACD will hire 1 (one) full-time employee ("FTE") for one year under this Agreement, to work under the direction and with the participation of BSEACD's current staff. The temporary hire will be an appropriate, experienced professional, not an intern, will have the following qualifications:

Hydrogeologist: One full-time employee (1 FTE) for one year – Bachelor of Science in geology or hydrogeology preferred, or within six months of completing degree requirements; GIS experience required.

B. Existing BSEACD staff involved in this project will include Aquifer Science team members, for this project under the overall direction of Brian Hunt, P.G.

- C. Existing Travis County staff collaborating with BSEACD in this project are anticipated to be directed by hydrogeologist Vicky Kennedy, P.G, and may include other Travis County staff from the Natural Resources and Environmental Quality Division of the Travis County Transportation and Natural Resources Department.

