

Additional copy from Judge's Office 7/13/18



Travis County Commissioners Court Agenda Request

Meeting Date: July 3, 2018

AGENDA LANGUAGE: Consider and take appropriate action regarding:

- A. Introduction of Alicia Reinmund-Martinez, General Manager, Barton Springs Edwards Conservation District (BSEACD), replacing John Dupnik.
- B. An Interlocal Agreement between Travis County and the BSEACD for groundwater studies.

Prepared By: Vicky Kennedy, Hydrogeologist Phone #: (512) 854-4208

Department Head: Cynthia C. McDonald, County Executive-TNR

Sponsoring Court Member: Commissioner Jeffery Travillion, Precinct One
Commissioner Brigid Shea, Precinct Two

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

BACKGROUND/SUMMARY OF REQUEST:

An earmark of \$100,000 was approved during the fiscal year 2018 budget process to study regional water issues. Travis County has recognized the importance of improving our knowledge and protection of groundwater to better serve the citizens of Travis County. As a result, Travis County TNR is requesting a partnership with the BSEACD through an interlocal agreement (ILA) for a Southwestern Travis County Hydrogeology Project. Travis County and BSEACD:

- Have a history of partnering to study and better understand the availability and current/future use of groundwater within Travis County and adjacent counties.
- Recognize the need and benefit of groundwater investigations and data collection in the Trinity Aquifer, especially in the Travis County portion of the Hill Country Priority Groundwater Management Area (PGMA.)
- Recognize the importance of a cooperative relationship in the management of shared groundwater resources that do not end at county boundaries.
- Agree that collaboration is the best way to promote their mutual desire to conduct groundwater-related investigations and offer educational tools and programs to groundwater users in Travis County and with members of the public.
- Agree to share the experienced staff and resources of both the BSEACD and Travis County.

The continuation of current efforts and collaboration in groundwater studies will be helpful in understanding the region's groundwater resources and the limitations of those resources, and provide educational tools, especially with the uncertain status of the Southwest Travis County Groundwater Conservation District. This collaboration is also essential to providing key information for informed policy decisions. This study and agreement are intended to:

- Collect hydrogeological and specific well information in Travis County, particularly in the southwest portion, to provide a better understanding of the groundwater resources of the area, to better understand usage of the Trinity Aquifer, and to estimate current and future groundwater demand.
- Prepare and assist in presenting educational information about groundwater in the area and its management for the benefit of stakeholders, public officials, and the public.

- Leverage shared resources to accomplish study tasks. Tasks to be completed under include:
 - a. Inventorying wells using databases and field visits (with emphasis on larger pumpers)
 - b. Estimating groundwater usage in study area
 - c. Using GIS to compile and report data obtained
 - d. Measuring water levels
 - e. Groundwater sampling
 - f. Geologic mapping
 - g. Installing and/or converting selected wells to monitor wells
 - h. Preparing reports of findings, including text of reports, maps, charts, tables and diagrams
 - i. Participating in education and outreach activities related to the study area
- Prepare educational information and presentations about groundwater in the area and its management for the benefit of stakeholders, public officials, and the public.
- Make the collected information publically available.

STAFF RECOMMENDATIONS:

The BSEACD Board of Directors approved of the ILA on May 24, 2018. TNR recommends Commissioners Court approval of the ILA.

ISSUES AND OPPORTUNITIES:

This interlocal agreement will give Travis County an opportunity to continue to collect valuable information on water resources in the Trinity Aquifer within Travis County and the surrounding region, especially in the absence of a viable groundwater conservation district. The funds that were earmarked for a water project will be greatly enhanced by the partnership by leveraging scientific expertise, personal, and monetary support of the BSEACD and the County, thereby allowing the County to obtain more data than by utilizing outside service providers. The information provided by the study also gives Travis County more tools to assess and protect county resources.

FISCAL IMPACT AND SOURCE OF FUNDING:

An earmark on the Allocated Reserve in the amount of \$100,000 is in the FY18 budget. TNR is requesting that amount be transferred to its operating budget if the agreement is approved. Budget adjustment # 400018229 has been entered into the SAP system.

ATTACHMENTS/EXHIBITS:

Interlocal Agreement signed by the BSEACD

REQUIRED AUTHORIZATIONS:

| | | | |
|---------------------|----------------------------|-----|----------------|
| Sydnia Crosbie | Financial Manager | TNR | (512) 854-7682 |
| Cynthia C. McDonald | County Executive | TNR | (512) 854-9383 |
| Anna Bowlin | DS & LRP Division Director | TNR | (512) 854-7561 |

CC:

| | | | |
|--------------|---------------------------|-----|----------------|
| Julie Joe | Assistant County Attorney | CAO | (512) 854-4835 |
| Jon A. White | Division Director, NREQ | TNR | (512) 854-7212 |
| David Shore | GIS Manager | TNR | (512) 854-7591 |

VKCM:ifs

**INTERLOCAL FUNDING AGREEMENT & MEMORANDUM OF UNDERSTANDING
FOR CONDUCTING INVESTIGATIONS 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 Trinity aquifer in Travis County and factors affecting its use.

RECITALS

WHEREAS, the Parties have a history of collaborating to study and better understand the availability of groundwater within Travis County and the region; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, the Parties recognize the need and benefit of groundwater investigations 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; and

WHEREAS, the Parties believe that with the uncertainty of the Southwestern Travis County Groundwater Conservation District (SWTCGCD), the continuation of current efforts and collaboration to obtain groundwater data and provide and update educational and outreach programs will be helpful to Travis County residents in understanding the region's groundwater resources and the limitations of those resources;

WHEREAS, the Parties agree that the best way to promote their mutual desire to conduct groundwater-related investigations and offer educational tools and programs to groundwater users in the Travis County portion of the Hill Country PGMA and other members of the public is to collaborate in those endeavors, using the experienced staff resources of BSEACD and the County and certain monetary resources of the County, and

WHEREAS, 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:

ORIGINAL

NOW, THEREFORE, 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 collaborate in funding and performing the tasks associated with the Southwestern Travis County Hydrogeology Project (the "Project"), which is described in attached Exhibit A and incorporated herein for all purposes.

1.2 The purpose of the Project is to:

- (a) collect hydrogeologic and specific well information in Travis County, especially in the southwest portion, to provide a better understanding of the groundwater resources of the area, to better understand usage of the Trinity Aquifer, and to estimate current and future groundwater demand;
- (b) prepare and assist in presenting educational information about groundwater in the area and its management for the benefit of stakeholders, public officials, and the public, and
- (c) make the collected information available to groundwater managers such as the BSEACD, the County, Groundwater Management Area 9's Joint Planning Committee, and the SWTCGCD, as well as groundwater users in the area.

**ARTICLE 2
OBLIGATIONS AND RIGHTS OF BSEACD**

2.1 BSEACD hereby agrees to contribute no less than \$61,500.00 in value consisting of in-kind labor and use of 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.

2.4 BSEACD agrees to collaborate with the County in presenting information to the public and in the sample-inventorying of existing wells in the area.

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 \$100,000.00. This funding will be provided in a one-time payment within 30 days of the Effective Date of this agreement.

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 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 August 31, 2019, 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.

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: Steven M. Manilla, P.E. (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 the 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.

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.

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.

[Signatures on following page]

County of Travis:

By: _____

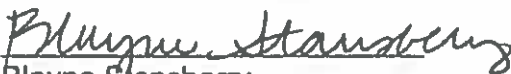

Sarah Eckhardt
Travis County Judge

Date: _____

7-8-2018

Barton Springs Edwards Aquifer Conservation District:

By: _____


Blayne Stansberry
Board President

Date: _____

5/24/2018

ATTEST:

By: _____



Blake Dorsett
Board Secretary

Date: _____

5/24/2018

APPROVED AS TO FORM:

By: _____


William D. Dugan III
Attorney for BSEACD

Date: _____

May 24, 2018

EXHIBIT A
Southwestern Travis County Hydrogeology Project

Tasks

- A. **Timing/Completion of Tasks.** The tasks undertaken, their scheduling, and priorities will depend to an extent on the specific capabilities of the newly hired 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 as Part of Project.** The following work areas are illustrative of the types of activities that will be undertaken under this Project:
1. Compiling existing data (well information, geology, hydrogeology, water usage, etc.)
 2. Inventorying wells using databases and field visits (with emphasis on larger pumpers)
 3. Estimating groundwater usage in study area
 4. Using GIS to compile and report data obtained for this study
 5. Measuring water levels
 6. Groundwater sampling
 7. Geologic mapping
 8. Installing and/or converting selected wells to monitor wells
 9. Preparing reports of findings, including text of reports, maps, charts, tables and diagrams
 10. Preparing educational materials, including maps, figures, and presentations
 11. Participating in education and outreach activities related to the study area
 12. Other relevant tasks as needed as mutually agreed upon by the Parties

Staffing

- (1) To increase cost-effectiveness and to expand its capacity for undertaking the tasks, BSEACD will hire 1.5 full-time employees ("FTEs") for one year under this Agreement, to work under the direction and with the participation of BSEACD's current staff. The temporary hires will be appropriate, experienced professionals, not interns, with the following qualifications:

Hydrogeologist: One full-time employee (1 FTE) for one year - \$40,300 on appropriately loaded basis; BS in geology or hydrogeology preferred, or within six months of completing degree requirements; GIS experience required.

Water Resource-oriented Education Specialist: One half-time employee for one year - \$25,000 on appropriately loaded basis; BA in water resources, geography,

geology, hydrogeology, or related subject with experience in education and community outreach

- (2) 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., and Education and Outreach team members under the direction of Robin Gary,
- (3) Existing Travis County staff collaborating with BSEACD in this project are anticipated to be directed by hydrogeologist Vicky Kennedy, P.G, C.P.M., and may include other Travis County staff from the Natural Resources and Environmental Quality Division of the Travis County Transportation and Natural Resources Department.

Deliverables

1. Initial report that outlines what is currently known about the area's hydrogeology; completed two months after start of project.
2. "Groundwater 101" presentation for public audience, summarizing the Trinity Aquifer's hydrologic and hydrogeologic characteristics, its usage, and options for its management, completed two months after start of project
3. Other educational materials, as needed during the term of this project
4. Installation of Lower Trinity monitor well, as soon as feasible after start of project
5. Interim progress report at 8 months
6. Draft final report at one year.

Level of Effort and Costs

Estimated in-kind cost-sharing by BSEACD: \$61,500

Existing staff labor: At least \$56,550 (appropriately loaded):

Hydrogeologic Intern, 50%: \$16,800

Hydrogeologic Technician, 15%: \$9,050

Senior Hydrogeologist, 10%: \$19,600

Senior GIS and Outreach Specialist, 10%: \$11,100

Equipment and supplies: \$5,000

Computer and software: \$1500

Use of miscellaneous specialty field equipment: \$3,500

Estimated BSEACD Costs to be defrayed under this Agreement:

Labor: \$65,300 (appropriately loaded)

Hydrogeologist for one year, full-time: \$40,300

Water Resources Outreach Specialist for one year, half-time: \$25,000

Other Expenses: Not to Exceed \$18,500; may include a variable mix of:

Travel \$2,500 (mileage for field visits)
Field equipment \$1,000 (e-line, samplers, etc.)
Laboratory analyses of groundwater samples \$5,000
Geophysical logging \$5,000
Monitor well conversion (pulling pumps, instruments, etc.) \$5,000