

Interlocal Agreement
for the
Barton Springs Segment of the Edwards Aquifer
and Its Contributing Zone
Water Quality Standards Planning Project

Whereas the City of Dripping Springs, the City of Austin, Hays County, Travis County, the Barton Springs Edwards Aquifer Conservation District and Hays Trinity Groundwater Conservation District (the “Parties”) find that there is a need for a regional approach to developing water quality protection standards within the Barton Springs Segment of the Edwards Aquifer and Its Contributing Zone (the “Project”); and

Whereas a regional approach includes the participation of local governmental jurisdictions within the watershed in both Hays and Travis Counties, as well as persons or entities with a substantial interest or concern in the future of the area and citizens who could be substantially affected by the outcomes of the project; and

Whereas a regional approach can assist in identifying those concepts and issues upon which various governmental entities and stakeholder’s may already share some agreement and help to build consensus;

Whereas the Lower Colorado River Authority has agreed to contribute partial funding for the Project in the amount of \$100,000.

Now therefore as authorized under Chapter 791 of the Local Government Code, the parties agree as follows:

I. Administration.

- (1) An Executive Committee is created consisting of a representative from each of the following public bodies: the City of Dripping Springs, Texas; the City of Austin, Texas; Hays County, Texas; Travis County, Texas; the Barton Springs Edwards Aquifer Conservation District, Texas; and the Hays Trinity Groundwater Conservation District, Texas. Each representative of the City of Dripping Springs, the City of Austin, Hays County, and Travis County shall have one vote. Each representative of Barton Springs Edwards Aquifer Conservation District and Hays Trinity Groundwater Conservation District shall have one-half vote.

- (2) All allocations and expenditures of Project Funds must be approved by the Executive Committee. The Executive Committee will be in charge of scheduling timelines to keep the project on track. The Executive Committee will convene a Core Committee of government entities in the region who will determine the course of the Project.
- (3) The City of Dripping Springs will provide project administration services, including administration of the Project Funds and all procurements with Project Funds, organizing meetings, and other day-to-day operations as may be required to accomplish Project goals. All procurements under this agreement will be made according to the procurement processes used by the City of Dripping Springs. The City of Dripping Springs will be compensated for these administrative support services with Project Funds as approved by the Executive Committee.
- (4) The Executive Committee may select a Project facilitator to serve on a volunteer basis to assist with Project coordination and administration including serving as a facilitator at meetings and providing follow-up of items or plans discussed at the meetings. The facilitator will not be a voting member of the Executive Committee and shall serve solely in an advisory capacity.
- (5) All expenditures of Project Funds will be allocated and expended as approved by the Executive Committee.
- (6) It is anticipated that in order for the Project to be successful, in-kind services contributions by each of the Parties will be necessary.
- (7) Because it is anticipated that the LCRA funding will most likely be insufficient to successfully complete all Project goals, in order to successfully accomplish those goals, efforts to raise Project Funds in addition to the LCRA's contribution will be necessary.
- (8) Any Project Funds contributed to and held for the purpose of effectuating the goals of this agreement are solely for those purposes and goals. No individual party to this agreement has an individual claim to any of those Project Funds, but shall be entitled solely to the benefits of the Project Funds to be derived from the carrying out of the project goals. If a party to this agreement contributes funds to the project, that party may do so only out of current revenues available to the party as provided under Section 791.011(d)(3) of the Interlocal Cooperation Act.

- (9) All meetings of the Executive Committee, Core Committee, and any other committees associated with the Project will comply with the Texas Open Meetings Act.

II. Current Revenues.

If a party makes a payment for the performance of governmental functions or services under this agreement, that payment must be made from current revenues available to the paying party.

III. Effective Date.

This agreement is effective on execution by all parties, and may be renewed annually as authorized under Chapter 791 of the Texas Government Code.

IV. Termination.

A party may terminate its participation with 90 days notice to all parties to the agreement. As stated in Section I.8, a terminating party is not entitled to any distribution of project funds.

V. Entirety of the Agreement.

This agreement, including any attachments, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter of the agreement. An amendment to this agreement is effective only if it is written and executed by each party. This agreement does not constitute an amendment or modification to another agreement between the parties.

VI. Assignment.

A party to this agreement may not assign or transfer its interests under this agreement without the written approval of all of the remaining Parties.

VII. Performance.

The obligations arising under this agreement shall be performed in Hays County, Texas.

VIII. Venue.

Venue for a dispute arising from this agreement shall be in Hays County, Texas.

IX. Severability.

If a term or provision of this agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this agreement remains effective.

X. Notice under the Agreement.

Notice to a party under this agreement must be in writing, at the respective addresses designated immediately below. Notice under this agreement must be delivered in person, or postage prepaid by certified or registered mail, return receipt requested. Notice is effective if delivered in person or three days after deposit in the U. S. Mail, if mailed.

City of Dripping Springs: City Administrator Michelle Fischer
P.O. Box 384
Dripping Springs, TX 78620
(512) 858-4725

City of Austin: Assistant City Manager Lisa Gordon
P. O. Box 1088
Austin, Texas 78767
(512) 974-3298

Hays County: Judge Jim Powers
111 East San Antonio Street
San Marcos, TX 78666
(512) 393-2205

Travis County: Commissioner Gerald Daugherty
314 W. 11th St., #500
Austin, TX 78701
(512) 854-9333

Barton Springs Edwards Aquifer Veva McCaig, Interim General Manager

Conservation District:

1124 Regal Row
Austin, Texas 78748
(512) 282-7016

Hays Trinity Groundwater Conservation
District:

Trent Jennings, General Manager
P.O. Box 1648
Dripping Springs, TX 78620
(512) 858-9253

XI. Authority to Execute.

A party executing this agreement shall submit certified documentation of approval by the governing body authorized to execute this agreement.

CITY OF DRIPPING SPRINGS:

Date: _____

By: _____

Michelle Fischer
City Administrator

CITY OF AUSTIN:

Date: _____

By: _____

Lisa Gordon
Assistant City Manager

HAYS COUNTY:

Date: _____

By: _____

Jim Powers
County Judge

TRAVIS COUNTY:

Date: _____

By: _____

Samuel T. Biscoe
County Judge

BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT:

Date: _____

By: _____

Veva McCaig

Interim General Manager

HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT:

Date: _____

By: _____

Trent Jennings
General Manager