

**INTERLOCAL AGREEMENT RELATED TO
FUNDING AND IN-KIND SERVICES FOR CONDUCTING GROUNDWATER
STUDIES IN BURNET COUNTY**

This Interlocal Agreement (Agreement) is entered into by and between the Central Texas Groundwater Conservation District (District), and Burnet County (County). In this Agreement, the District and County are sometimes individually referred to as Party and collectively as Parties.

WHEREAS, the District is a political subdivision of the State of Texas created under Article XVI, Section 59 of the Texas Constitution, and operates pursuant to Chapter 36 of the Texas Water Code and Chapter 8810 of the Special District Local Law Code (Enabling Act); and

WHEREAS, the District has authority under its Enabling Act, and Chapter 36 of the Texas Water Code, including, but not limited to §§ 36.106, 36.107, 36.109, and 36.158 to enter and perform the function under this Agreement; and

WHEREAS, the County is a duly organized county and political subdivision of the State of Texas pursuant to Article V, Section 18 of the Texas Constitution and other authority; and

WHEREAS, the County has authority under Chapters 81, 381, and 562 of the Texas Local Government Code and other authority to enter and perform the function under this Agreement; and

WHEREAS, the Parties desire to and are authorized to enter into this Agreement pursuant to Texas Interlocal Cooperation Act, § 791.001, *et. seq.* of the Texas Government Code; and

WHEREAS, the District manages a number of aquifers including the Trinity and Llano Uplift aquifers in Burnet County; and

WHEREAS, there is an increasing demand for water from the Trinity and Llano Uplift aquifers; and

WHEREAS, in 2011 the District performed a study of water availability in Burnet County and has subsequently acquired hydrogeologic data from hundreds of wells and from an expanded and improved monitoring network; and

WHEREAS, the data from the monitoring network have not yet been used to perform a more regional assessment of availability and resiliency of the groundwater supplies in Burnet County; and

WHEREAS, the County received funding under the American Rescue Plan Act of 2021 (ARPA) that may be used to address, among other things, meeting the water supply needs for growing population; and

WHEREAS, the Trinity and Llano Uplift aquifers are of mutual interest to both Parties; and

WHEREAS, the Parties recognize the need and benefit of groundwater studies and data collection in the Trinity and Llano Uplift aquifers and that these efforts improve knowledge of how groundwater is currently being used and could be used in the future; and

WHEREAS, the Parties agree that the best way to promote their mutual desire to conduct groundwater-related studies is collaboration, using the experienced staff resources of the District and the certain monetary resources of the County available through the ARPA; and

WHEREAS, INTERA is a well-recognized company that provides engineering, geoscience, and groundwater hydrogeologic studies and modeling; and

WHEREAS, INTERA has proposed a study to construct a conceptual model of the hydrogeologic systems in Burnet County with primary focus on the Trinity and Llano Uplift aquifers.

NOW, THEREFORE, in consideration of the foregoing and the mutually acceptable terms and conditions of the Parties in this Agreement, the Parties agree as follows:

ARTICLE 1 PURPOSE

The purpose of this Agreement is a cooperative effort between the County and District under which the District will provide in-kind support for and the County will fund and engage INTERA to (1) analyze data and production of maps of structure, hydraulic conductivity, water levels, and water quality in Burnet County; (2) analyze recharge and discharge in Burnet County; (3) create and compare an updated conceptual model to the respective Texas Water Development Board (TWDB) groundwater models including recommendations for improvements/updates, if any, to such TWDB models; and, (4) author a technical memorandum documenting its work and presenting the results to the Parties (collectively referred to as the Project).

ARTICLE 2 OBLIGATIONS AND RIGHTS OF DISTRICT

2.1 CTGCD will provide in-kind services in support of the Project primarily consisting of data compilation and transfer, geophysical log acquisition, and providing local expertise with respect to hydrogeologic trends.

2.2 CTGCD will identify pumping well locations and production rates, as well as estimating pumping rates for exempt wells.

ARTICLE 3 OBLIGATIONS OF THE COUNTY

3.1 Within thirty (30) days of the Effective Date, the County will engage INTERA to conduct the Project as more specifically described in Exhibit A.

3.2 The County is responsible for the \$99,580 payment to INTERA for the Project.

3.3 The County will share with the District the Project deliverables identified in Exhibit A.

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. Unless extended in writing by mutual agreement, the term of the Agreement shall continue from the Effective Date until December 31, 2023 or until the Parties have fulfilled all obligations under this Agreement, whichever is sooner

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:

DISTRICT: Central Texas Groundwater Conservation District
Attn: Mitchell Sodek, General Manager
225 South Pierce
Burnet, TX 78611
(512) 756-4000
(512) 756-4997 (fax)
Email: sodek@centraltexasgcd.org

WITH COPY TO: Bill Dugat
Bickerstaff, Heath, Delgado, Acosta
3711 S. MoPac, Building One, Suite 300
Austin, TX 78746
(512) 472-8021
bdugat@bickerstaff.com

COUNTY: Burnet County Development Services
Attn: Herb Darling
220 S. Pierce
Burnet, TX 78611

WITH COPY TO: County Judge- James Oakley
220 S. Pierce
Burnet, TX 78611

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 District. If 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 Amount. Under no circumstances shall County's financial obligation from funds contributed by the County exceed the amount cited in Section 3.2, above. Notwithstanding any other provision of this Agreement, if the District Board of Directors or County Commissioners Court fail 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 District and County and supersedes all prior negotiations, representations or arguments either written or oral. No official, representative, agent, or employee of the Parties has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the respective governing body. The recitals set forth above are incorporated herein.

7.3 Lawful Authority. The execution and performance of this Agreement by the County and District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and District 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 after 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 District, 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 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. The District and the 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 District and 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, the Parties will comply with all local, state and federal laws.

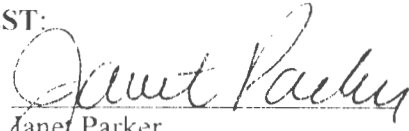
7.12 Counterparts. This Agreement has been executed by the Parties in multiple originals or counterparts each having full force and effect.

ARTICLE 8 LIABILITY

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

Burnet County:

By: 
James Oakley
Burnet County Judge
Date: 5/10/22

ATTEST:
By: 
Janet Parker
Burnet County Clerk
Date: May 10, 2022

Central Texas Groundwater Conservation District:

By: _____
Ryan Rowney
Board President

Date: _____

ATTEST:

By: _____
Kathy Griffis-Bailey
Board Secretary

Date: _____