

MINUTES
OF THE
SOUTHWESTERN TRAVIS COUNTY GROUNDWATER CONSERVATION DISTRICT
BOARD MEETING Held Wednesday, August 8, 2018 at 9:30 am
At the
Bee Cave Schoolhouse
13333-A Highway 71 West
Bee Cave, Texas 78738

1. Call to order, declare meeting open to the public, and take roll.

Director Scadden called the meeting of the Southwestern Travis County Groundwater Conservation District (SWTCGCD or District) Board of Directors to order at 9:31 AM on August 8th, 2018. Six District Directors were present, including Directors Buddin, Davis, Hennings, O'Malia, Scadden, and Urie (part-time Groundwater 101 presentation, Agenda Item 2.only). Director Dower was absent. Also present were Jean Bessent & Floyd Davis (visitors), Robert Mace (Meadows Center), Jon White & Vicky Kennedy (Travis County), Sarah Zappidello (City of Austin), Robert Wood (City of West Lake Hills), Charlie Flatten (Hill Country Alliance), Lane Cockrell, Brian Smith, Jackie Vay, Alicia Rienmund Martinez, Robin Gary and Brian Hunt (BSEACD), Vicki Goodwin (Candidate for Texas House of Representatives) and Gene Lowenthal (HPRM).

The meeting sign-in sheet is attached as Exhibit A

2. Groundwater 101 Presentation by Dr. Robert Mace

Dr. Robert Mace of the Meadows Center at Texas State University presented Ground Water 101 for Southwest Travis County. The presentation is available at <https://bseacd.org/uploads/2018-0808-mace-swtcgcd.pdf>

Director Urie had to leave the meeting after the Groundwater 101 presentation was completed

3. Public comments.

Vicki Goodwin introduced herself and indicated that she is running for the Texas House of Representatives.

4. Discuss, consider and take action on previous meeting minutes

July 11, 2018

Upon motion by Director Buddin, seconded by Director Hennings, the Board approved the minutes of the June 13, 2018 Board meeting with additions by Director Hennings - 5 ayes to 0 nays.

The approved meeting minutes are attached as Exhibit B for reference.

5. Committee Reports

- a. Finance – Two deposits were made to the checking account, \$3,000.00 to open the account in April and \$1,000.00 on July 16 both deposits being contributions from HPRM. Check 101 was written on April 23 for \$2,000.00 to Lloyd Gosselink for legal services and check 102 was written on June 13 for \$191.98 to Jim Dower to reimburse him for website development expenses. A total of \$0.11 in interest has been paid to date with a balance of \$808.13 remaining in the checking account as of June 30.
- b. Legislative – Director Davis has changed only the date of the election (from May 2018 to Nov 2019) on the legislative paperwork. She stated that it might get some legislative attention Late Oct-Early November and that a hearing might occur around early April.
- c. Science-Outreach - Groundwater 101 presentation by Robert Mace can be found at his blog sosecretoccultandconcealed.com which was named after words actually used in the 1904 Texas Water Legislation. Directors Scadden and Hennings provided comments to BSEACD regarding the Scope of Work for the Travis County Hydrogeologic Study. Director Scadden will distribute a copy of the comments to the board.

6. Discuss, consider, and act on scientific data collection, outreach and education.

- a. Interlocal agreement (ILA) between Travis County and BSEACD to perform the Southwestern Travis County Hydrogeologic Study – A presentation was made by Brian Hunt from BSEACD regarding the type of work to be undertaken as part of the ILA. BSEACD staff are looking through the wish list of deliverables provided by Directors Scadden and Hennings for consideration. This list should be provided to Travis County as well as the Board.
- b. Workshops with other GCDs and related entities (e.g., Hayes Trinity GCD, Barton Springs Edwards Aquifer Conservation District) - Texas Alliance of Groundwater Districts (TAG-D) Texas Groundwater Summit in San Antonio on August 28-30 is highly recommended as best water related event of the year. For this who can't make it to the conference, TAG-D is looking into broadcasting the presentations and providing them for viewing after the event.

7. Discuss, consider and act on information from Travis County staff on their funding support, staff support, and county budget requests.

Travis County ILA for SWTCGCD support (which includes \$5,000 in funding) was signed 8/7/18 by Travis County.

Upon a motion by Director Buddin and a second by Director Davis the Board approved the ILA and authorized Director Scadden to sign it - 5 ayes to 0 nays.

Director Scadden signed the ILA document during the meeting on behalf of SWTCGCD and provided 3 copies to Jon White for further processing.

A copy of the ILA is attached as Exhibit C

Director Scadden will follow up with a letter requesting payment by check.

8. Discuss, consider, and act on requests for additional funding or donations.

Director Davis has discussed funding support with EPA Regional Administration. It may be possible to get matching funds from EPA for donations.

9. Discuss, consider, and act on obtaining bonding and insurance for SWTCGCD Directors.

Bonding will cost \$280 per year for the seven directors and insurance will cost \$677 per year and will be effective from Sep 1, 2018 to Aug 31, 2019.

Director John O'Malia needs a check for \$957 made out to the Texas Municipal League (TML) to get the coverage started.

Upon a motion to approve payment by Director Davis and second by Director Hennings the Board approved payment of \$957.00 to Texas Municipal League- 5 ayes to 0 nays.

The Board needs to designate a "SWTCGCD Fund Contact Member" to TML for future correspondence with the insurance company

A motion was made to authorize Director John O'Malia as the SWTCGCD Fund Contact Manager by Director Scadden, seconded by Director Davis, and approved by the Board - 5 ayes to 0 nays.

10. Discuss, consider and act on obtaining a sales tax exemption.

Jean Bessent volunteered to look into obtaining a sales tax exemption for the District.

11. Discuss, consider and act on the SWTCGCD website and email addresses.

No discussion awaiting the return of Director Dower.

12. Discuss, consider and act on public outreach, branding the SWTCGCD, preparing a logo and related matters.

Logo to be discussed at next meeting, a couple ideas were described and Directors were asked to bring ideas to the next meeting. Outreach ideas to be discussed with BSEACD Outreach lead Robin Gary.

13. Discuss and establish agenda items for the next meeting agenda.

Add agenda items for report back on TX Groundwater Summit and discussion of District Travel Policy

14. Discuss, consider, and act on setting the date, time and location for the next Board meeting. The 2nd Wednesday date would be September 12, 2018.

On a motion by Director O'Malia and a second by Director Buddin the Board approved September 12, 2018 at 10:00 AM as the date and time for the next Board meeting – 5 ayes to 0 nays.

15. Adjourn.

On a motion by Director O'Malia and a second by Director Davis the Board voted to adjourn the meeting – 5 ayes to 0 nays. The meeting was adjourned at 12:07 pm.

Exhibit A

Attendee Sign-in Sheet

BOARD MEETING
OF THE

SOUTHWESTERN TRAVIS COUNTY GROUNDWATER CONSERVATION DISTRICT

At the

Bee Cave School House
13333-A Highway 71 West
Bee Cave, Texas 78738

Wednesday, August 8, 2018 at 9:30 am

ATTENDEES

Name	Affiliation	email address
Rick Scadden	SWTCGCD	rscadden@gmail.com
Jean Bessent	Citizen	jeanbessent@gmail.com
Saj Zappitello	COA SWPD	Saj.Zappitello@AustinTexas.gov
LANN COOPER	BSEACD	lcooper@bseacd.org
Vicky Kennedy	Travis County District	vicky.kennedy@traviscountytx.gov
Jim Urrut	Meadows CTR	urrut.jim@gmail.com
ROBERT MACC	BSEACD	ROBERTMACC@T-STATE.EDU
Brian Smith	BSEACD	brians@bseacd.org
Jackie Vay	BSEACD	jvay@bseacd.org
Julie Hennings	SWTCGD	juli.hennings@gmail.com
Gene Lounthall	HPR meters	on file
JOHN SIMAS	SWTCGD	johnsimas@wetscape.net
Floyd DAVIS	CITIZEN	FloydsOtherworld@gmail.com
Tricia Davis	SWTCGD	Tricia@swtcgd.org
Jon White	Travis County	jon.white@traviscountytx.gov
Robert Wood	City of West Lake Hills	cityadmin@westlakehills.org
Alicia Peunum Martins	BSEACD	AliciaPeunum@bseacd.org
Robin Gary	BSEACD	rgary@bseacd.org
L. Gary	HCS	

Exhibit B

Approved Minutes for July 11, 2018 Meeting

MINUTES
OF THE
SOUTHWESTERN TRAVIS COUNTY GROUNDWATER CONSERVATION DISTRICT
BOARD MEETING Held Wednesday, July 11, 2018 at 10:00 am
At the
Bee Cave Schoolhouse
13333-A Highway 71 West
Bee Cave, Texas 78738

1. Call to order, declare meeting open to the public, and take roll.

Director Scadden called the meeting of the Southwestern Travis County Groundwater Conservation District (SWTCGCD or District) Board of Directors to order at 10:00 AM on July 11th, 2018. Six District Directors were present, including Directors Davis, Dower, Hennings, O'Malia, Scadden, and Urie. Director Buddin was absent. Also present were David Bessent (visitor), Jon White (Travis County), Sarah Zappidello (City of Austin), Gene Lowenthal (HPRM) and Peter Golde (HPRM & minutes recorder).

The attendance sign in sheet is attached as Exhibit A

2. Public comments.

There were no public comments.

3. Discuss, consider and take action on previous meeting minutes

June 13, 2018

Director Hennings suggested that the recognition letter sent to Lloyd Gosslink be added to the minutes as Exhibit D to Item 7.

Upon motion by Director O'Malia, seconded by Director Hennings, the Board approved the minutes of the June 13, 2018 Board meeting with additions by Director Hennings - 6 ayes to 0 nays.

The approved meeting minutes are attached as Exhibit B for reference.

4. Discuss, consider, and act on scientific data collection, outreach and education.

a. Interlocal agreement between Travis County and BSEACD to perform the Southwestern Travis County Hydrogeologic Study

Mr. White from Travis County advised that the interlocal agreement (ILA) between Travis County and BSEACD for a Southwestern Travis County Hydrogeology Project was approved by the Travis County Commissioners Court on July 3rd and the project is moving forward. The ILA has been signed and work will start immediately. Mr. White said he is not sure if Judge Eckhart has signed the ILA yet but he will check and confirm.

Director Davis asked if well monitoring would be included in the scope of the study. Mr. White responded that some wells will be monitored strategically. They will be studying the interaction between groundwater and lake levels. Director O'Malia asked if individuals can proactively participate with monitoring of their wells. Mr. White responded that they can by contacting Vicky Kennedy at Travis County TNR. Director Dower asked how long the ILA work will take to complete. Mr. White responded that it is anticipated to take a year.

Director Hennings said that she had attended a presentation by Brian Hunt of exhibits from the Groundwater Atlas from Hay County. Director Hennings brought a sample of what is expected to be the final work product which she presented and explained. She shared that the information is important because it provides more concrete information on where the aquifer is thin or thick. It may involve well monitoring but she was not sure. Director Scadden added that development of that science is fundamental to development of a mathematical model to be used to characterize the aquifer. Director Hennings said that the model is done at the GMA level (GMA 9) by Southwest Research. Models help to set the "Desired Future Conditions" of the aquifer. Director Hennings also brought geological maps with cross sections.

Director Hennings mentioned the Critical Issues Webinar regarding Water Retention Strategies which she sent an email about.

Mr. Lowenthal commented that groundwater/lake interaction is important for municipalities to understand with regard to groundwater v. surface water use.

b. Groundwater 101 Technical presentation

Director Scadden mentioned Director Hennings' email regarding a planned presentation starting at 9:30 AM before the regular board meeting on August 8th. Director Hennings added that the presentation will be made by Robert Mace who was at the Texas Water Development Board and is now at Texas State University. She said that she has invited Mayor Anthony from West Lake Hills. Director Scadden suggested that Senator Buckingham, Representative Workman, Commissioner Dougherty, and Judge Eckhart should also be invited.

c. Workshops with other GCDs and related entities (e.g., Hayes Trinity GCD, Barton Springs Edwards Aquifer Conservation District)

Director Scadden said he had spoken to Ron Fieseler (Blanco Pedernales GCD) and Kirk Holland (BSEACD) and met with Alicia Martinez and Mary Stone. The BSEACD is interested in a workshop and Emily Green said the Comal and Bexar/Trinity districts want to share experiences.

5. Discuss, consider and act on information from Travis County staff on their funding support, staff support, and county budget requests.

Mr. White stated that he had sent a draft ILA for the Travis County funding support to which Director Scadden provided comments. Mr. White will move forward with approval of this ILA. Mr. White said he will provide the final version to Director Scadden to share with the Board. Travis County wants semi-annual reports in October and April of how funds are spent. Funds not spent by September 30, 2021 will need to be returned.

6. Discuss, consider, and act on requests for additional funding or donations.

Director Scadden advised that Hamilton Pool Road Matters (HPRM) had made an additional \$1,000 donation for which he expressed his appreciation. Mr. Lowenthal suggested that the District work to attract traffic to the District website, submit articles to the Community Impact newspaper, and coordinate with the Hill Country Alliance and request coverage in their newsletter. A discussion ensued regarding tax deductibility of direct donation to the District which needs to be followed up on.

7. Discuss, consider and act on organizing Committees including but not limited to Science-Outreach, Legislative, Budget-Finance, and Elections.

Director Scadden discussed the activities of the Outreach Committee including meeting with other GCDs and attending Regional Water Quality Plan lunch meetings. Director Scadden also said that Director Buddin has agreed to serve on the Legislative Committee. Director Davis provided a summary of the Legislative Committee's discussions stating that they agree that if the proposed bill just changes the election date from May 2018 to November 2019 it will minimize attention and provide the easiest path to approval. Any other changes should be in a separate bill.

The Board considered a motion by Director Hennings with a second by Director O'Malia that the Board approve the Legislative Committee moving forward with drafting a bill to change the election date.

Director Davis said that the committee will write up a draft bill and send it to the legislative counsels. Senator Buckingham and Representative Workman will determine when to file the bill.

The motion passed – 6 ayes to 0 nays

8. Discuss, consider, and act on obtaining bonding and insurance for SWTCGCD Directors.

Director Scadden reiterated that the Board has agreed to obtain bonding and insurance for the directors. Director O'Maia still needs to get the final cost figures from TML.

9. Discuss, consider and act on obtaining a sales tax exemption.

There was no action to report regarding obtaining the sales tax exemption.

10. Discuss, consider and act on the SWTCGCD website and email addresses.

Director Buddin is pursuing obtaining a debit card that does not include his name but only the name of the SWTCGCD. Director Dower will then use the debit card to pay for the SWTCGCD email accounts previously approved by the Board.

11. Discuss, consider and act on approach to Board performing collaborative editing of documents. Discussion will include, but not be limited to, software options.

After a discussion of the requirements of the Open Meeting Act regarding collaboration outside of officially posted public meetings it was agreed that draft minutes would be prepared by Pete Golde with input from a non-quorum number of Directors and that these draft minutes would be

provided to the entire Board prior to the next meeting for discussion and final approval during the public meeting.

12. Discuss and establish agenda items for the next meeting agenda.

Director Scadden proposed that branding and logo development be included on the agenda. Director Davis suggested that everyone bring ideas about resources for branding. Director Hennings suggested that everyone think about work issues and items to be included in the scope of the Travis County/BSEACD ILA so we can ask that they be included.

After additional discussion it was agreed to add a Communications Committee and a Finance Committee.

Commissioner Davis requested that all committees be included on the agenda every month.

13. Discuss, consider, and act on setting the date, time and location for the next Board meeting. The 2nd Wednesday date would be August 8, 2018.

On a motion by Director Hennings with a second by Director O'Malia the next meeting time was set for 9:30 AM on August 8, 2018 – 6 Ayes to 0 Nays

14. Adjourn.

On a motion by Director O'Malia with a second by Director Urie the meeting was adjourned at 11:34 AM.

Exhibit A

Attendee Sign-in Sheet

Exhibit B

Approved Minutes for June 13, 2018 Meeting

Exhibit C

Interlocal Cooperation Agreement between Travis County and the
Southwest Travis County Groundwater Conservation District for
Operational Expenses and the Development of Education and Outreach
Material Related to the Nature and Status of Groundwater Resources in
Southwest Travis County

August 8, 2018

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND THE SOUTHWESTERN TRAVIS COUNTY
GROUNDWATER CONSERVATION DISTRICT
FOR OPERATIONAL EXPENSES AND
THE DEVELOPMENT OF EDUCATION AND OUTREACH MATERIALS
RELATING TO THE NATURE AND STATUS OF GROUNDWATER RESOURCES IN
SOUTHWESTERN TRAVIS COUNTY**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made and entered into by and between Travis County, Texas (the "County"), and the Southwestern Travis County Groundwater Conservation District (the "District" or "SWTCGCD"), hereinafter referred to individually as "Party" and collectively as the "Parties" for the purposes and consideration in this Agreement.

RECITALS

1. Groundwater is of paramount importance as a source of water supply for new and existing development in Southwest Travis County and as a natural resource vital for maintaining healthy flows in springs, creeks, rivers, and other waterways that are essential to a healthy and sustainable natural environment.
2. The County has an interest in providing its citizens with accurate information regarding groundwater especially residents of Southwest Travis County which is part of a Primary Groundwater Management Area identified by the State of Texas as an area in which groundwater resources are critically threatened by overuse.
3. The District, the creation of which was authorized by statute in 2017, has identified a need for creating educational materials to inform residents within its boundaries of the nature and status of groundwater resources.
4. The County would also benefit from the development and circulation of educational and informative materials regarding groundwater resources in the County.

FINANCIAL AND SERVICE COMMITMENTS

5. The County will provide \$5,000 to the District to be used for:
 - a. operational expenses related to startup of the District; and
 - b. the development, preparation, and circulation by the District of educational materials regarding groundwater resources.
 6. District operating expenses paid for by the funds provided under this agreement shall be reasonably associated with duties or functions of the District consistent with the statutory authority of the District.
 7. The District will develop informative and educational materials about the nature and status of groundwater resources. This may include information about the use of groundwater
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resources, forecasts of future use, and the environmental and economic effects of such uses.

8. County funds provided through this agreement may not be used for development of materials that advocate any position with respect to approval or disapproval of the District in a confirmation election or in support or opposition to any candidate for election to the District Board.
9. The District will provide to the County copies of informative materials developed using the funds provided under this agreement. These materials shall be suitable for posting on the County's website or for use as fliers or other handouts for County residents.
10. This Agreement shall begin upon signature of the last Contracting Party to sign and terminates when the \$5000 is totally expended.
11. The District will invoice the County for the full \$5000 within 60 days after the Agreement takes effect.
12. The District will provide to the County a semiannual report on the fund status each year by April 30 and September 30. The report will include:
 - a. A brief, itemized summary of expenditures from the fund;
 - b. The fund balance; and
 - c. Sufficient documentation that expenditures from the fund are consistent with the requirements of this Agreement.
13. The County will review the expenditures within 30 days of receipt of the semiannual report and identify in writing to the District any discrepancies or expenditures that appear to be inconsistent with the requirements of the agreement along with an explanation of that discrepancy or inconsistency. The Parties will cooperate to resolve these issues. If the issues cannot be resolved to the mutual satisfaction of both Parties, the issue will be subject to resolution through the procedures in paragraph 16 of this Agreement. If any expenditures are determined to be inconsistent with the intent of the Agreement, the District will reimburse the fund in the amount determined to be inconsistent.
14. Any moneys remaining in the fund by December 31, 2021 shall be returned to the County by January 31, 2022.
15. A Contracting Party shall be in default under the Agreement if that party fails to fully, timely and faithfully perform any of its material obligations under the Agreement. A non-defaulting Party may terminate this contract if the defaulting Party fails to cure the default with 30 days of receiving written notice from the non-defaulting party of the default.
16. Miscellaneous:
 - a. Force Majeure

In the event that the performance by the Receiving Party or Performing Party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence

be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

b. Notice

Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

RECEIVING PARTY: The Honorable Sarah Eckhardt (or her successor)
Travis County Judge
P.O. Box 1748
Austin, TX 78767
Attn: Travis County Judge

WITH A COPY TO: Cynthia C. McDonald (or her successor)
Transportation and Natural Resources County Executive
P.O. Box 1748
Austin, TX 78767

David Escamilla (or his successor)
Travis County Attorney
P.O. Box 1748
Austin, TX 78767
Attention: File Number 291.644

AND TO: Bonnie S. Floyd, MBA, CPPO, CPPB (or her successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, TX 78767

PERFORMING PARTY: Richard A. Scadden (or his successor)
SWTCGCD Board President
P.O. Box 340595,
Austin, TX 78734

WITH A COPY TO: Jason Buddin (or his successor)
SWTCGCD Secretary Treasurer
P.O. Box 340595,
Austin, TX 78734

c. Entire Agreement

This Agreement contains the complete and entire agreement between the Contracting Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the subject of this Agreement. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Contracting Parties. No official, representative, agent, or employee of Performing Party, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Performing Party, Board of Directors. 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.

d. Invalid Provision

Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

e. Inspection of Books and Records.

- (1) The Contracting Parties agree to maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and to make such materials available to each other, and their duly authorized representatives, for review and inspection at their respective office during the period that this Agreement is in effect and for four years after the Agreement is terminated or until any impending litigation or claims are resolved, whichever is later.
- (2) SWTCGCD and Travis County and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions except that nothing in this Agreement requires SWTCGCD or Travis County to waive any applicable exceptions to disclosure under the Texas Public Information Act.

f. Current Funds

The party or parties paying for the performance or governmental functions or services shall make payments therefore from current revenues available to the paying party.

g. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

h. Interpretation

In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party.

i. Application of Law

This Agreement is governed by the laws of the State of Texas.

j. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation are to remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

k. Third Party Rights Not Created

This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

l. Counterparts

This Agreement may be executed in separate counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

m. Sovereign Immunity

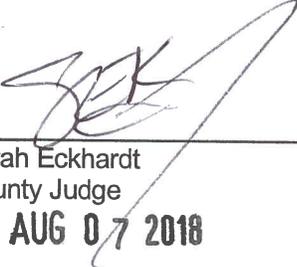
By execution of this Agreement, neither Contracting Party waives or relinquishes any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

PERFORMING AGENCY
Southwestern Travis County Groundwater Conservation District

By: Richard A. Scadden
Richard A. Scadden
SWTCGCD Board President

Date: 8 Aug 2018

RECEIVING AGENCY
Travis County, Texas

By: 
Sarah Eckhardt
County Judge

AUG 07 2018

Date: _____