

AGENDA

MEETING OF THE BOARD OF DIRECTORS' OPERATIONS COMMITTEE AND/OR OF THE BOARD OF DIRECTORS

SAN ANTONIO RIVER AUTHORITY

September 8, 2009, 2:00 p.m.

**Estimated Presentation Time: 1.5 hours*



GENERAL AND CEREMONIAL ITEMS:

Estimated Presentation Time: 10 minutes

1. **CALL TO ORDER BY THE CHAIRMAN, MR. H. B. RUCKMAN III**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL BY THE SECRETARY, MS. ADAIR R. SUTHERLAND**
 - John J. Flieller
 - Hector R. Morales
 - Názirite Rubén Pérez
 - H. B. Ruckman III
 - Adair R. Sutherland
 - Thomas G. Weaver
4. **CERTIFICATION OF A QUORUM BY THE SECRETARY**
5. **INTRODUCTION OF VISITORS**
6. **CITIZENS TO BE HEARD**

**Represents estimated presentation times of staff and routine Board member items; does not account for Board member discussions that may occur.*

7. **APPROVAL OF THE MINUTES OF THE OPERATIONS COMMITTEE MEETING HELD ON AUGUST 10, 2009**
8. **PRESENTATION, DISCUSSION, AND APPROPRIATE ACTION REGARDING AWARD OF A CONSTRUCTION CONTRACT FOR THE MARTINEZ II WASTEWATER TREATMENT PLANT ACCESS ROAD AND WATERLINE IMPROVEMENTS PROJECT**
9. **PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING THE SECTION 1.26A(c) IMPLEMENTING AGREEMENT FOR THE EDWARDS AQUIFER RECOVERY IMPLEMENTATION PROGRAM**
10. **DISCUSSION AND APPROPRIATE ACTION REGARDING THE JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY (USGS) FOR STREAM MONITORING AND WATER RESOURCE PROJECTS FOR THE FISCAL YEAR 2009/10**
11. **DISCUSSION AND APPROPRIATE ACTION REGARDING AN AMENDMENT TO THE UNITED STATES GEOLOGICAL SURVEY (USGS) JOINT FUNDING AGREEMENT FOR FISCAL YEAR 2008/2009 TO EXTEND THE POLYCHLORINATED BIPHENYLS (PCB) STUDY OF SELECT BEXAR COUNTY WATERSHEDS AND THE SUTHERLAND SPRINGS STUDY FOR AN ADDITIONAL YEAR**
12. **REVIEW AND DISCUSSION OF CONSULTANT SELECTION ACTIVITIES AND/OR CONSULTANT CONTRACT AUTHORIZATION, RENEWALS, AMENDMENTS OR EXTENSIONS:**

ANNOUNCEMENT OF PROFESSIONAL SERVICES CONTRACT AWARD FOR STREAM RESTORATION PROGRAM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) TO MICHAEL BAKER, JR. INC. AND STANTEC ENGINEERING, INC.
13. **UPDATE ON THE MARTINEZ IV SEWER PLANT, LTD., SEWER REIMBURSEMENT AGREEMENT**
14. **DISCUSSION AND APPROPRIATE ACTION TO SCHEDULE THE OCTOBER AND NOVEMBER 2009 OPERATIONS COMMITTEE MEETING DATES**
15. **STATUS REPORT ON THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT**
16. **GENERAL MANAGER'S REPORT CONCERNING THE FOLLOWING:**
 - **UPCOMING EVENTS CALENDAR,**
 - **FUTURE BOARD AND/OR COMMITTEE MEETINGS, AND**
 - **MEETINGS INVOLVING THE ATTENDANCE OF ONE OR MORE BOARD MEMBERS.**
17. **ITEMS FOR FUTURE CONSIDERATION**

18. ADJOURN

Estimated Presentation Time: 1.5 Hours

SAN ANTONIO RIVER AUTHORITY
General Statements

This meeting is wheelchair accessible. Accessible parking is located at 100 E. Guenther St. Requests for an interpreter for the hearing impaired must be received at least 48 hours prior to the meeting, or, to arrange for special assistance to attend this meeting, please call the Operator at 210-227-1373.

The Board of Directors' Operations Committee and/or the Board of Directors of the San Antonio River Authority may discuss and/or take action on any item listed in this agenda while convened in open session. The Board of Directors' Operations Committee and/or the Board of Directors of the San Antonio River Authority may also meet in Executive Session, pursuant to Section 551.071 of the Texas Government Code, to receive advice from legal counsel on any item listed in this agenda.

Operations Committee

Ceremonial Items 7.

Date: 09/08/2009

Approval of the Minutes

Submitted By: Lupe Moreno, Executive
Offices

Division: Executive Offices

Submitted For: Suzanne B. Scott

Department:

Information

CAPTION

**APPROVAL OF THE MINUTES OF THE OPERATIONS COMMITTEE MEETING
HELD ON AUGUST 10, 2009**

Presenter

Mr. Ruckman, Chairman

Recommendation

Motion to approve the minutes of the Operations Committee meeting held on August 10, 2009, as presented to the Committee.

Discussion

Vote

Attachments

Link: August Ops Mtg Minutes Draft

MINUTES

MEETING OF THE BOARD OF DIRECTORS' OPERATIONS COMMITTEE

SAN ANTONIO RIVER AUTHORITY

August 10, 2009, 2:00 p.m.



GENERAL AND CEREMONIAL ITEMS:

1. **CALL TO ORDER WAS MADE BY THE CHAIRMAN, MR. H. B. RUCKMAN III, AT 2:00 PM**
2. **PLEDGE OF ALLEGIANCE WAS CONDUCTED**
3. **ROLL CALL WAS TAKEN BY THE SECRETARY, MS. ADAIR R. SUTHERLAND**

**Board members present for this meeting are indicated with a checked box:*

- John J. Flieller**
- Hector R. Morales**
- Názirite Rubén Pérez**
- H. B. Ruckman III**
- Adair R. Sutherland**
- Thomas G. Weaver**

4. **CERTIFICATION OF A QUORUM WAS ANNOUNCED BY THE SECRETARY, MS. SUTHERLAND**
5. **INTRODUCTION OF VISITORS**

Ms. Moreno announced the visitors present.

6. **CITIZENS TO BE HEARD**

Ms. Moreno announced that no citizens were signed up to speak.

7. APPROVAL OF THE MINUTES FOR THE OPERATIONS COMMITTEE MEETING HELD ON MAY 11, 2009

Staff recommended a motion that the minutes for the Operations Committee meeting held on May 11, 2009, be passed and approved, as presented to the Committee.

Motion made by Thomas G. Weaver

Second by Hector R. Morales

Motion passed unanimously

INDIVIDUAL AGENDA ITEMS:

8. PRESENTATION, DISCUSSION, AND APPROPRIATE ACTION REGARDING A REQUEST BY SARA DIRECTOR, NÁZIRITE RUBÉN PÉREZ, PROPOSING A STUDY BY THE U.S. ARMY CORPS OF ENGINEERS TO BUILD A SAN ANTONIO BARGE CANAL BETWEEN THE INTRACOASTAL WATERWAY, AT SAN ANTONIO BAY ON THE TEXAS COAST, ALONG THE SAN ANTONIO RIVER, AND CONNECTING THE BRAUNIG LAKE, IN BEXAR COUNTY, TEXAS

SARA Board Member Pérez sought a motion of Operations Committee support for recommending to the SARA Board of Directors approval to pursue a study by the U.S. Army Corps of Engineers for building a San Antonio Barge Canal between the Intercoastal Waterway, at San Antonio Bay on the Texas Coast, along the San Antonio River, and connecting to Braunig Lake, in Bexar County, Texas.

Motion made by Názirite Rubén Pérez

Lacking a second, this motion was not passed or approved.

9. BRIEFING ON THE EMERGENCY MANAGEMENT CRISIS RESPONSE AND RECOVERY PLAN DEVELOPED BY UTSA AS THE BASIS FOR ADDITIONAL FEDERAL SUPPORT AND FUNDING FOR SECURITY THREAT REDUCTION AT THE SAN ANTONIO RIVER AUTHORITY

There being no action taken on this item, Mr. Ruckman called for Agenda Item 13 to accommodate guest speakers.

13. DISCUSSION AND APPROPRIATE ACTION ON SAN ANTONIO RIVER AUTHORITY PARTICIPATION AND SUPPORT IN THE DEVELOPMENT OF A REGIONAL HABITAT CONSERVATION PLAN FOR THE SOUTHERN EDWARDS PLATEAU

Staff recommended a motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors a recommendation for a resolution in support of and participation in the development of a Southern Edwards Plateau Habitat Conservation Plan.

Motion made by Thomas G. Weaver

Second by John J. Flieller

Motion passed unanimously

Mr. Ruckman called on Agenda Item 15 to accommodate guests.

15. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION ON THE MARTINEZ IV SEWER PLANT, LTD., SEWER REIMBURSEMENT AGREEMENT

There being no action taken on this item, Mr. Ruckman returned to the regularly posted schedule and called for Agenda Item 10.

10. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING THE AUTHORIZATION OF THE GENERAL MANAGER TO EXECUTE A PERMANENT SEWER EASEMENT BETWEEN THE SAN ANTONIO RIVER AUTHORITY AND THE SAN ANTONIO WATER SYSTEM FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A SANITARY SEWER LINE UNDER AND ACROSS THE SAN ANTONIO RIVER LOCATED PARALLEL TO THE BRIDGE AT VFW BOULEVARD, BEXAR COUNTY, TEXAS PERFORMED IN CONJUNCTION WITH THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT (SARIP) MISSION REACH PROJECT

Staff recommended a motion indicating Operations Committee support for staff to present to the San Antonio River Authority Board of Directors a request to authorize the General Manager to execute a permanent easement between the San Antonio River Authority and the San Antonio Water System for the construction, operation and maintenance of a sanitary sewer line under and across the San Antonio River located parallel to the VFW Boulevard Bridge, Bexar County, Texas.

Motion made by Hector R. Morales

Second by John J. Flieller

Motion passed unanimously

11. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING MEMORANDUM OF UNDERSTANDING FOR THE EXPLORATION AND PRODUCTION OF OIL AND GAS FROM BENEATH THE BED AND BANKS OF THE SAN ANTONIO RIVER

Staff recommended a motion indicating Operations Committee support for presenting to the SARA Board of Directors a recommendation to approve the Memorandum of Understanding Regarding Exploration and Production of Oil and Gas from Beneath the Bed and Banks of the San Antonio River

Motion made by Thomas G. Weaver

Second by John J. Flieller

Motion passed unanimously

12. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING THE STATE FUNDED AGREEMENT BETWEEN THE SAN ANTONIO RIVER AUTHORITY AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY TO ADMINISTER AND CONDUCT WATER QUALITY MONITORING ACTIVITIES IN ACCORDANCE WITH THE CLEAN RIVERS PROGRAM (SB 818)

Staff recommended a motion indicating Operations Committee support for presenting to the San Antonio River Authority Board a recommendation to authorize the General Manager to execute the Clean Rivers Program grant agreement between the Texas Commission on Environmental Quality and the San Antonio River Authority.

Motion made by John J. Flieller

Second by Hector R. Morales

Motion passed unanimously

14. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING AN INTERGOVERNMENTAL REIMBURSEMENT AGREEMENT BETWEEN THE SAN ANTONIO RIVER AUTHORITY AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY TO PROVIDE WATER QUALITY MODELING SERVICES FOR THE TEXAS INSTREAM FLOWS PROGRAM AND THE LOWER SAN ANTONIO RIVER INSTREAM FLOW STUDY

Staff recommended a motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors a recommendation authorizing the General Manager to execute an Intergovernmental Reimbursement Agreement with the Texas Commission on Environmental Quality to provide water quality modeling services for the term of September 1, 2009, to August 31, 2010.

Motion made by Thomas G. Weaver

Second by Hector R. Morales

Motion passed unanimously

16. PRESENTATION, DISCUSSION AND APPROPRIATE ACTION ON THE SARA WATER SYSTEMS IMPROVEMENTS

Staff recommended a motion of the Operations Committee supporting presentation to the Board of Directors for approval that the General Manager award a contract and acquire all necessary permits, approvals, and easements required for emergency replacement of Water Well No. 1 at the Creekwood Estates Public Water System.

Motion made by John J. Flieller

Second by Adair R. Sutherland

Motion passed unanimously

17. BRIEFING ON THE STATUS OF THE RANDOLPH AIR FORCE BASE (RAFB) PAYMENT

There being no action taken on this item, Mr. Ruckman called for Agenda Item 18.

18. UPDATE ON ILLEGAL DUMPSITE ON MEDINA RIVER AND SARA ENVIRONMENTAL EDUCATION OUTREACH EFFORT

There being no action taken on this item, Mr. Ruckman called for Agenda Item 19.

19. STATUS REPORT ON THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT

Ms. Scott distributed and discussed the minutes from the U.S. Army Corps of Engineers/San Antonio River Authority Strategic Planning Meeting held on Wednesday, July 15, 2009. The Museum Reach, Phase 2A, and the urban segment were also discussed.

20. DISCUSSION AND APPROPRIATE ACTION REGARDING THE SEPTEMBER 2009 OPERATIONS COMMITTEE MEETING DATE

Staff recommended a motion scheduling the September 2009 Operations Committee meeting on Tuesday, September 8, 2009, at 2:00 p.m.

Motion made by Thomas G. Weaver

Second by Hector R. Morales

Motion passed unanimously

21. ITEMS FOR FUTURE CONSIDERATION

No items for future consideration were reported or discussed.

22. GENERAL MANAGER'S REPORT CONCERNING THE FOLLOWING:

- **UPCOMING EVENTS CALENDAR,**
- **FUTURE BOARD AND/OR COMMITTEE MEETINGS, AND**
- **MEETINGS INVOLVING THE ATTENDANCE OF ONE OR MORE BOARD MEMBERS.**

Ms. Scott distributed and discussed the calendar of events, conferences, and future Board and Committee meetings.

23. ADJOURN

There being nothing further to report, Ms. Sutherland moved to adjourn, and therefore, Mr. Ruckman called the meeting adjourned at 4:53 p.m.

PREPARED AND RECOMMENDED FOR BOARD APPROVAL BY THE MANAGER.

SUZANNE B. SCOTT, General Manager

APPROVED BY THE BOARD OF DIRECTORS' OPERATIONS COMMITTEE AT

THE MEETING HELD ON SEPTEMBER 8, 2009.

H.B. RUCKMAN III, Committee Chairman

ATTEST:

ADAIR SUTHERLAND, Committee Secretary

DRAFT

Date: 09/08/2009

Award of Contract

Submitted By: Bob Perez, Technical Services

Division: Technical Services

Submitted For: Jim Boenig

Department: Engineering

Information

CAPTION

PRESENTATION, DISCUSSION, AND APPROPRIATE ACTION REGARDING AWARD OF A CONSTRUCTION CONTRACT FOR THE MARTINEZ II WASTEWATER TREATMENT PLANT ACCESS ROAD AND WATERLINE IMPROVEMENTS PROJECT

Presenter

Jim Boenig

Estimated Presentation Time: 15 minutes

In the Special Meeting/Budget Workshop of the Board of Directors on June 3, 2009, the Board received a briefing on the revised budgets for the Martinez II Administration Building as well as for the entry road and site utility/drainage improvement project. On August 20, 2009, the Board of Directors approved the awarding of the Martinez II Administration Building contract to Davila Construction.

The bids for the entry road and waterline construction will be received on September 2, 2009. This project consists of a 24-foot wide access road, storm water culverts, 12-inch connection from the closest fire hydrant on the East Central Special Utility District (ECSUD) service line on FM 1516 ($\approx 250'$), a 10-inch waterline from FM 1516 to the Administration Building construction site ($\approx 2,500'$), a 1-1/2-inch reuse water line extension for site irrigation, security fencing, an automatic entry gate and security system, and related ancillary work.

Solicitations for bids for the Martinez II Wastewater Treatment Plant Access Road and Waterline Improvements Project were advertised as required by statute with the bid opening on September 2, 2009. Results of the bids will be presented to the Operations Committee at the meeting.

The funding for this construction will be provided by the Utilities Department.

Recommendation

Motion indicating Operations Committee support for the San Antonio River Authority staff to proceed in seeking Board approval for the execution of a construction contract for the Martinez II Wastewater Treatment Plant Access Road and Waterline Improvements Project.

Discussion

Vote

Date: 09/08/2009

EARIP Section 1.26A Implementing Agreement

Submitted By: Steve Raabe, Technical Services

Division: Technical Services

Department:

Information

CAPTION

PRESENTATION, DISCUSSION AND APPROPRIATE ACTION REGARDING THE SECTION 1.26A(c) IMPLEMENTING AGREEMENT FOR THE EDWARDS AQUIFER RECOVERY IMPLEMENTATION PROGRAM

Presenter

Steve Raabe

Estimated Presentation Time: 10 minutes

Article 12, Subsection 1.26A of Senate Bill 3 passed by the 80th Legislature in 2007 established the Steering Committee for the Edwards Aquifer Recovery Implementation Program (EARIP). The River Authority was named in Senate Bill 3 as a member of the Steering Committee. Subsection 1.26A(c) specified that the Edwards Aquifer Authority, United States Fish and Wildlife Service, other federal agencies, Texas Commission on Environmental Quality, Texas Parks and Wildlife Department, Texas Water Development Board, Texas Department of Agriculture and other stakeholders shall enter into an implementing agreement no later than December 31, 2009 that lays out the development of a program document that may be in the form of a habitat conservation plan for the endangered species in and around Comal and San Marcos springs.

The Section 1.26A(c) implementing agreement specifies that the EARIP will use a consensus-based decision-making process and receive guidance from supporting personnel that includes facilitators, science advisors, program document contractor, expert science subcommittee, recharge facility subcommittee, ecosystem restoration subcommittee, public outreach subcommittee and program manager. The implementing agreement identifies the role of the US Fish and Wildlife Service as a resource for information regarding the application of the Endangered Species Act, National Environmental Policy Act and their implementing regulations. The implementing agreement also identifies the funding for these activities to come from a Section 6 Habitat Conservation Planning Assistance grant for \$1,063,250 from the US Fish and Wildlife Service and a 2010-2011 appropriation from the Texas Legislature for up to \$1,692,500 through the Texas Water Development Board.

Recommendation

Motion indicating Operations Committee support for presenting to the SARA Board of Directors a recommendation to approve the Section 1.26A(c) Implementing Agreement for the Edwards Aquifer Recovery Implementation Program.

Discussion

Vote

Attachments

Link: Section 1.26A Implementing Agreement

SECTION 1.26A(c) IMPLEMENTING AGREEMENT FOR THE EDWARDS AQUIFER RECOVERY IMPLEMENTATION PROGRAM

This Implementing Agreement (the “Agreement”) for the Edwards Aquifer Recovery Implementation Program (the “EARIP” or “RIP”) sets out the agreement of the Edwards Aquifer Authority (“EAA”), United States Fish and Wildlife Service (the “Service”), other appropriate federal agencies, Texas Commission on Environmental Quality (“TCEQ”), Texas Parks and Wildlife Department (“TPWD”), Texas Water Development Board (“TWDB”), Texas Department of Agriculture (“TDA”), and other stakeholders (collectively the “Parties”) regarding the development of a program document.

1. Purpose

This Agreement is developed to satisfy the requirements of Subsection 1.26A(c) of Article 12 of Senate Bill 3¹ and to set out the broad parameters of the decision-making process through which the program document² referenced in that Subsection will be developed. The program document² must be approved and executed by the EAA, TCEQ, TPWD, TDA, TWDB, and the Service³ not later than September 1, 2012, will be created pursuant to a facilitated decision-making process governed by the Memorandum of Agreement for the EARIP (“MOA”)⁴

¹ Article 12 of S.B. 3 is codified in the Edwards Aquifer Authority Act at Act of May 28, 2007, 80th Leg., R.S., ch. 1430, §§ 12.01–12.12, 2007 Tex. Gen. Laws 5848, 5901. This Agreement is required by Subsection 1.26A(c) of S.B. 3. Although, the Service is not required to enter into this agreement, the EAA and the referenced state agencies are required to enter into this agreement. In other places, S.B. 3 refers to the “implementing agreement” in Subsection 1.26A(c) of the EAA Act as a “cooperative agreement.” See, Subsection 1.26A(d)(2) (noting that the program document must “include provisions to pursue cooperative and grant funding to the extent available from all state, federal, and other sources for eligible programs included in the cooperative agreement under Subsection (c) of this section, including funding for a program director”) and (e) (requiring the creation of a steering committee to “oversee and assist in the development of the cooperative agreement under Subsection (c) of this section.”); see also Subsection 1.26A(m) (requiring the Steering Committee “[a]fter the development of the cooperative agreement” to make certain recommendations to EAA). The Parties consider this Agreement to be the cooperative agreement referenced elsewhere in Sections 1.26A(d)(2), (c), (e), and (m) of Senate Bill 3.

² Pursuant to Senate Bill 3 in Subsection 1.26A(d) of the EAA Act, the program document may be in the form of a habitat conservation plan.

³ As noted above in note 1, the Service cannot be required by State law to enter into this agreement.

⁴ The list of MOA Participants is attached hereto as Attachment 1.

and the Program Operational Rules for RIP Steering Committee Members and RIP Participants (“POR”), current copies of which are posted on the Internet at <http://earip.tamu.edu/ProgramDocs.cfm> .

Various aspects of the decision-making process are spelled out in the MOA for the EARIP and the POR. Nothing in this Agreement is intended to supersede any provision of those documents and in the event of any inconsistency between this Agreement and the MOA or the POR, the provisions of the MOA and POR shall control.

2. Decision-making Process⁵

The EARIP is a consensus-based process, designed to be as open and transparent as possible consistent with achieving its goals with reasonable efficiency. The decision-making process shall encompass those issues necessary to prepare the program document.

As part of the decision-making process, the Parties shall consider the recommendations of the Expert Science Subcommittee regarding the information required by Subsections 1.26A(k) and (j) of Article 12 of Senate Bill 3, the results of the initial study prepared by a team of scientists led by Dr. Thomas Hardy, as well as the peer review report(s) regarding these recommendations and studies, and the recommendations of the Recharge Facility Feasibility, Ecosystem Restoration Subcommittees, and any duly constituted subcommittee that may be subsequently created.

As discussed further below, the Parties anticipate an entity designated by the EARIP Steering Committee, acting on behalf of the EARIP, will retain an expert facilitator or facilitation team and a Program Document Contractor to assist in the development of the program document. Once that expertise has been retained, a specific process governing interactions between the Parties and the facilitation team will be developed.

3. Role of Supporting Personnel

The Parties acknowledge the importance of independent scientific input into the development of the program document and the importance of having other advisors who can approach the issues without a particular interest and help the Parties to achieve consensus recommendations. Accordingly, the Parties anticipate receiving input and guidance from at least the following Supporting Personnel:

⁵ For information purposes only, a rough timeline for the decision-making process is attached hereto as Attachment 2.

a. Facilitator(s)

The facilitator retained to assist the EARIP shall ensure throughout the process that the process is open, transparent, and collaborative. Unless otherwise directed by the Steering Committee, the facilitator will conduct all decision-making sessions with respect to the development of the program document. The facilitator will provide the Program Manager minutes of each decision-making session that summarize the discussions and any decisions made at the session.

b. Science Advisors

The Steering Committee and facilitator(s) may utilize Science Advisors to advise them during the decision-making process. The Science Advisors shall include but not be limited to: (1) Dr. Thomas Hardy, (2) the Program Document Contractor, described below, and (3) such other persons who are subsequently designated by the Steering Committee/EARIP.⁶

The Steering Committee may seek the advice or forward an issue that is scientific in nature to be considered by one or more of the Science Advisors. The Science Advisors will not participate in the decision-making sessions except to the extent specifically requested by the Steering Committee.

Science Advisors, individually or collectively, may be requested to assist and advise the facilitator. The facilitator may consult with the Science Advisors on technical issues as needed or as requested by the Steering Committee. The facilitator may, in coordination with the Program Manager, request specific tasks to be conducted by one or more Science Advisors (*e.g.*, biological model development) to inform the facilitator, Steering Committee, and stakeholders in the decision-making process.

c. The Program Document Contractor

The Program Document Contractor, retained to assist the EARIP, will provide support and information in the decision-making process as set out above in paragraph 3.b. Such support and information requests will be made by the Steering Committee and coordinated by the Program Manager.

d. Expert Science Subcommittee

⁶ The use of Dr. Thomas Hardy shall depend and be contingent upon the availability of funds and the ability of an entity designated by the EARIP Steering Committee to act on its behalf, to negotiate acceptable contractual arrangements.

The Expert Science Subcommittee will provide support and information requested by the Steering Committee and coordinated by the Program Manager.

e. Recharge Facility Subcommittee

The Recharge Facility Subcommittee will provide support and information requested by the Steering Committee and coordinated by the Program Manager.

f. Ecosystem Restoration Subcommittee

The Ecosystem Restoration Subcommittee will provide support and information requested by the Steering Committee and coordinated by the Program Manager.

g. Public Outreach Subcommittee

The Public Outreach Subcommittee will provide support requested by the Steering Committee and coordinated by the Program Manager.

h. Program Manager

The Program Manager will participate in the decision-making meetings as specifically requested by the Steering Committee. However, the Program Manager will be expected to bring to the attention of the Steering Committee questions and information relating to applicable legal and procedural requirements. Consistent with the requirements of the POR, the Program Manager will manage the contracts of the facilitator(s) and other Supporting Personnel. The Program Manager shall handle the logistical arrangements for the facilitator, coordinate the activities of the EARIP during the decision-making process, and serve as a liaison between the EARIP and the Supporting Personnel.

4. Role of the United States Fish and Wildlife Service

The Service is not required by State law to enter into this Agreement. The Service can attend and participate in all decision-making meetings. The Steering Committee may, from time-to-time, request input from the Service regarding the application of the Endangered Species Act, National Environmental Policy Act, and their implementing regulations and guidance on issues in the decision-making process. The Service will endeavor to provide such input as soon as reasonably possible. Such requests will be made by the Program Manager to the Service's Austin Ecological Service's Field Supervisor.

5. Funding

Part or all of the funding for development of the program document will be from a Section 6 Habitat Conservation Planning Assistance grant for \$1,063,250 from the Service and a 2010-2011 appropriation for support of the EARIP for up to \$1,692,500 from the 2009 Texas Legislature through the TWDB.

The appropriation funding will be obtained from the TWDB through a water research grant application process. The EARIP Steering Committee shall designate an eligible entity to serve as the grant applicant and approve the application for the appropriation funds from the TWDB and will enter into the grant fund contract with the TWDB on behalf of the EARIP.

The Parties agree to implement measures to ensure accountability in all expenditures and acknowledge the importance of pursuing eligible cooperative and grant funding to the extent available from all state, federal, and other sources, making efficient use of those funds.

6. General Provisions

- a. This Agreement shall remain in effect until the earlier of September 1, 2012, or the execution of a superceding implementing agreement to implement the program document in compliance with the requirements of Senate Bill 3. Any Party who withdraws from the EARIP as provided in the MOA is no longer bound by this Agreement.
- b. This Agreement does not create an exclusive arrangement between the Service or the Department of the Interior and the Parties or commit the Service, the Department of the Interior, or the Parties to enter into any contract or other binding obligation.
- c. By entering into this Agreement, no Party is obligated to enter into, approve, or execute any contract or other binding obligation including, without limitation, the program document or any other document included in or incorporated in the program document.
- d. This Agreement is subject to and is intended to be consistent with all applicable federal, state, and local laws.

e. All Parties recognize that various Parties have statutory responsibilities that cannot be delegated. Nothing in this Agreement shall be construed to abrogate any of the statutory responsibilities of any Party, including:

(1) Responsibilities that relate to implementing specific strategies included in the program document;

(2) Authority to decide whether to approve any document, or amendment thereto, specifically required to be entered into by the Parties under Senate Bill 3; or

(3) The Service's statutory authority under the Endangered Species Act and other federal law. Nothing contained in this Agreement is intended to limit the authority of the United States government to seek civil or criminal penalties or otherwise fulfill its enforcement responsibilities under the ESA or other applicable law.

f. This Agreement is not a Federal contract, rule, or regulation. This Agreement shall not be construed as or interpreted to be final Federal agency action.

g. Though the Parties agree that no action at law or in equity may be brought to enforce or interpret the provisions of this Agreement, if any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, then each Party shall pay its own attorney's fees and costs. No Party shall be liable in monetary damages to any other Party or other person for any breach of this Agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Agreement or any other cause of action arising from this Agreement. The Parties shall retain whatever liability they would possess for their present and future acts or failure to act without the existence of this Agreement.

h. Nothing in this Agreement may be construed to obligate the Service, the United States, or any other Party to any current or future expenditure of resources in advance of the availability of appropriations from Congress, the Texas Legislature, or the governing bodies of the respective state agencies or the Authority, as may be applicable. Nor does this Agreement obligate the Service, the United States, the TWDB, or any other Party to spend funds on any particular project or purpose, even if funds are available.

i. The Public Outreach Committee shall coordinate with the Service regarding for the publication of an EARIP press release announcing the execution

of the Agreement.

j. No member of or delegate to Congress shall be entitled to any share or part of this Agreement, or to any benefit that may arise from it.

l. The provisions of any statutes and/or regulations cited in this Agreement contain legally binding requirements. The Agreement itself does not alter, expand, or substitute for those provisions or regulations, nor is it a regulation itself. Thus, it does not impose legally-binding requirements on the Parties, nor does it create a legal right of action for the Parties or third-parties.

m. Nothing in this agreement may be interpreted to imply that any Party endorses any position or policy of the other Parties. The Parties to this Agreement will not take any action or make any statement that suggests or implies such an endorsement.

7. Amendment

This Agreement may be amended at any time with the written consent of all Parties. This Agreement will only be amended upon agreement of all Parties.

8. Termination

The Service may choose to terminate its involvement with this Agreement upon providing thirty (30) days written notice to the other Parties. All other Parties are required by Section 1.26A(c) of S.B. 3 to have entered into this Agreement and may not terminate their involvement except as provided in Section 6(a) above.

9. Entire Agreement

Except as provided above in Section 1, this Agreement constitutes the entire agreement among the Parties. Except as provided above in Section 1, the Agreement supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by any other Party or anyone acting on behalf of any other Party that is not embodied herein.

10. Effective Date

This Agreement is effective on that date on which it has been executed by duly authorized representatives of (1) the EAA, Service, TCEQ, TPWD, TDA, TWDB, and (2) of other members of the Steering Committee such that, collectively, at least 75 percent of the members of the Steering Committee have signed the document. This Agreement may be signed by additional stakeholders, including other appropriate federal agencies, following the Effective Date of this Agreement.

11. Execution

This Agreement may be executed in any number of duplicate originals. A complete original of this Agreement shall be maintained in the official records of each of the Parties hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed
this Implementing Agreement:

ADD SIGNATURE BLOCKS

Date: 09/08/2009

USGS Joint Funding Agreement

Submitted By: Melissa Bryant, Operations

Division: Operations

Department: Water Resources &
Community Dvlpmnt

Information

CAPTION

DISCUSSION AND APPROPRIATE ACTION REGARDING THE JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY (USGS) FOR STREAM MONITORING AND WATER RESOURCE PROJECTS FOR THE FISCAL YEAR 2009/10

Presenter

Melissa Bryant

Estimated Presentation Time: 10 Minutes

The San Antonio River Authority and United States Geological Survey (USGS) annually enter into a cooperative funding agreement to support multi-purpose programs performed by USGS for the River Authority. The annual agreement is in effect from October 1st of each year and ends on September 30th of the following year. This year's program supports the annual operation and maintenance of fourteen stream flow gauges, three water quality gauges, and two studies for a total cost to the River Authority of \$281,100. The components of these three programs include:

1. The annual operation and maintenance cost for fourteen stream flow gauges to support the Environmental Flows Program, Flood Modeling and Mapping Utilization Program, Groundwater Interaction and Recharge Program, Water Quality Monitoring Program, and Capital Project Implementation Program is estimated at \$167,950. Through the cooperative funding agreement, the River Authority's share of this cost is \$139,200.
2. The annual operation and maintenance cost for three water quality stations to support the San Antonio River Real Time Monitoring Network is estimated at \$91,900. The River Authority is contractually obligated for the total cost but will be reimbursed \$55,600 from private sponsors supporting two of the three water quality stations. The two sponsors are Toyota, which is sponsoring the water quality station on the Medina River at Applewhite Road, and Waste Management which is sponsoring the water quality station on Medio Creek at Pearsall Road. The third station is being funded by the River Authority and is located on the Medina River at Highway 281.
3. Studies:
 - a. The first study is a paired watershed study that will quantify differences in the quantity and quality of stream flow and spring flow between the control and

treatment watersheds as a result of the implementation of brush management best management practices (BMPs). The study area is located at the Honey Creek State Natural Area in Comal County and Government Canyon State Natural Area in Bexar County. This year's total cost for the study is \$80,000. USGS will fund \$40,000 and the River Authority will fund \$40,000. This is the final year of the study with a report to be published in October 2010 by USGS.

- b. The second study is a surface water-groundwater interaction study in the upper section of the Coleta Creek watershed. This study will characterize the surface water and groundwater interaction. This is a three year study which is in its second year. Second year costs are estimated at \$10,910. The River Authority will fund \$10,000 with the remaining costs of \$910 being paid by USGS. Other funding partners contributing to this three-year study include the Goliad County Groundwater Conservation District, Victoria County Groundwater Conservation District, Pecan Valley Groundwater Conservation District, and Guadalupe Blanco River Authority.

The total cost for this year's program with USGS is \$350,760. The River Authority's share is \$281,100 with USGS funding \$69,660. The River Authority's expenses are included in the recently approved 2009-2010 fiscal year budget. A copy of the USGS agreement is attached for your review.

Recommendation

Motion indicating Operations Committee support for presenting to the San Antonio River Authority Board a recommendation to enter into a 2009/10 Joint Funding Agreement with the United States Geological Survey for a total amount of \$350,760.

Discussion

Vote

Attachments

Link: [USGS Agreement](#)

Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resources Investigations

Agreement #: 10C4TX060000000
Customer #: TX060
Project #: 170, 370, ABE, DRR
TIN #: 74-6011311
USGS DUNS #: 128821266

Fixed Cost Agreement Yes No

THIS AGREEMENT is entered into as of the **1st** day of **October, 2009**, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **SAN ANTONIO RIVER AUTHORITY**, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **surface-water, water-quality, and interpretive hydrologic data collection activities**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00

- (a) **\$69,660** by the party of the first part during the period
October 1, 2009 to September 30, 2010
- (b) **\$281,100** by the party of the second part during the period
October 1, 2009 to September 30, 2010

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **quarterly**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

Form 9-1366
Continued

U. S. Department of the Interior
U. S. Geological Survey
Joint Funding Agreement

Agreement #: 10C4TX060000000
Customer #: TX060
Project #: 170, 370, ABE, DRR
TIN #: 74-6011311
USGS DUNS #: 128821266

USGS Technical Point of Contact

Name: J. Mark Null
Supervisory Physical Scientist
Address: USGS, TX WSC-South Texas Program Office
5563 De Zavala Rd., Suite 290
San Antonio, TX 78249
Telephone: (210) 691-9262
Fax: (210) 691-9270
Email: jmnull@usgs.gov

Customer Technical Point of Contact

Name: Melissa Bryant
Project Engineer
Address: San Antonio River Authority
P.O. Box 839980
San Antonio, TX 78283-9980
Telephone: (210) 302-3611
Fax: (210) 302-3692
Email: mbryant@sara-tx.org

USGS Billing Point of Contact

Name: Justin M. Wedel
Administrative Officer
Address: U.S. Geological Survey, TX WSC
8027 Exchange Dr.
Austin, TX 78754
Telephone: (512) 927-3549
Fax: (512) 927-3590
Email: jmwedel@usgs.gov

Customer Billing Point of Contact

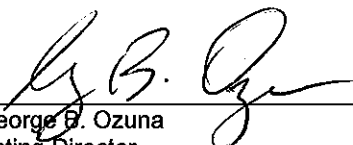
Name: Colleen Belmore
Finance Coordinator
Address: San Antonio River Authority
P.O. Box 839980
San Antonio, TX 78283-9980
Telephone: (210) 302-3281
Fax: (210) 858-0265
Email: cbelmore@sara-tx.org

**U.S. GEOLOGICAL SURVEY
UNITED STATES
DEPARTMENT OF THE INTERIOR**

SAN ANTONIO RIVER AUTHORITY

Signature

Signatures

By  Date _____
Name: George B. Ozuna
Title: Acting Director

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

ATTACHMENT FOR TX060

STATION NUMBER	DESCRIPTION	USGS FUNDS	COOP FUNDS	TOTAL FUNDS
00170: SURFACE WATER				
08177700	Olmos Creek at Dresden Dr, San Antonio, TX Full Range Streamflow Station (Added from City of San Antonio Program)	\$5,100	\$10,200	\$15,300
08178000	San Antonio River at San Antonio, TX Stage Only Station (one level)	\$700	\$6,600	\$7,300
08178030	San Antonio Rv at Lone Star Blvd, San Antonio, TX Stage Only Station (one level)	\$2,550	\$5,100	\$7,650
08178050	San Antonio River at Mitchell St., San Antonio, TX Full Range Streamflow Station	\$5,100	\$10,200	\$15,300
08178565	San Antonio Riv at Loop 410 S., San Antonio, TX Full Range Streamflow Station (Added from City of San Antonio Program)	\$5,100	\$10,200	\$15,300
08178700	Salado Creek at Loop 410 at San Antonio, TX Full Range Streamflow Station	\$5,100	\$10,200	\$15,300
08178800	Salado Creek at Loop 13 at San Antonio, TX Full Range Streamflow Station Funded by the National Streamflow Information Program (NSIP)	\$0	\$0	\$0
08181480	Leon Creek at IH 35 at San Antonio, TX Full Range Streamflow Station (Added from City of San Antonio Program)	\$5,100	\$10,200	\$15,300
08181500	Medina River at San Antonio, TX Full Range Streamflow Station Funded by the National Stream Flow Information Program (NSIP)	\$0	\$0	\$0
SURFACE WATER SUBTOTAL:		\$28,750	\$62,700	\$91,450
LOWER SAN ANTONIO RIVER STATIONS				
08183200	San Antonio Rv nr Floresville, TX Full Range Streamflow Station	\$0	\$15,300	\$15,300
08185065	Cibolo Ck nr Saint Hedwig, TX Full Range Streamflow Station	\$0	\$15,300	\$15,300
08185100	Martinez Ck nr Saint Hedwig, TX Full Range Streamflow Station	\$0	\$15,300	\$15,300
08185500	Cibolo Ck at Sutherland Springs, TX Full Range Streamflow Station	\$0	\$15,300	\$15,300
08188570	San Antonio Rv nr McFaddin, TX Full Range Streamflow Station	\$0	\$15,300	\$15,300
LOWER SAN ANTONIO RIVER SUBTOTAL:		\$0	\$76,500	\$76,500
SURFACE WATER TOTAL:		\$28,750	\$139,200	\$167,950

00370: WATER QUALITY

08180850	Medina Rv at Applewhite Rd, San Antonio, TX Temp., Cond., pH, Diss. Oxy., Monitor (4-Parm)	\$0	\$20,600	\$20,600
08181500	Medina River at San Antonio, TX Temp., Cond., pH, Diss. Oxy., Turbidity Monitor (5-Parm)	\$0	\$36,300	\$36,300
08180750	Medio Creek at Pearsall Rd., San Antonio, TX Temp., Cond., pH, Diss. Oxy. (4-Parm)	\$0	\$35,000	\$35,000
WATER-QUALITY TOTAL:		<u>\$0</u>	<u>\$91,900</u>	<u>\$91,900</u>

INVESTIGATIVE STUDIES:

ABE02	<p>Paired-Watershed Study A paired-watershed study design will be used to quantify differences in the quantity and quality of streamflow and springflow between the control and treatment watersheds from implementation of brush management BMPs. Study locations are the Honey Creek State Natural Area in Comal County and the Government Canyon State Natural area in Bexar County.</p>	\$40,000	\$40,000	\$80,000
PROJECT TOTAL:		<u>\$40,000</u>	<u>\$40,000</u>	<u>\$80,000</u>

DRR01	<p>Coleta Creek The objective of this study is to characterize the surface water and ground water in the upper section of the Coleta Creek watershed.</p>	\$910	\$10,000	\$10,910
PROJECT TOTAL:		<u>\$910</u>	<u>\$10,000</u>	<u>\$10,910</u>

PROJECT	USGS FUNDS	COOP FUNDS	TOTAL FUNDS
SURFACE WATER: 00170	\$28,750	\$139,200	\$167,950
WATER QUALITY: 00370	\$0	\$91,900	\$91,900
PROJECT: ABE01	\$40,000	\$40,000	\$80,000
PROJECT: DRR01	\$910	\$10,000	\$10,910
TOTAL	<u>\$69,660</u>	<u>\$281,100</u>	<u>\$350,760</u>

Date: 09/08/2009

USGS Joint Funding Agreement Amendment for FY 2008/09

Submitted By: Melissa Bryant, Operations **Division:** Operations
Department: Water Resources & Community Dvlpmnt

Information

CAPTION

DISCUSSION AND APPROPRIATE ACTION REGARDING AN AMENDMENT TO THE UNITED STATES GEOLOGICAL SURVEY (USGS) JOINT FUNDING AGREEMENT FOR FISCAL YEAR 2008/2009 TO EXTEND THE POLYCHLORINATED BIPHENYLS (PCB) STUDY OF SELECT BEXAR COUNTY WATERSHEDS AND THE SUTHERLAND SPRINGS STUDY FOR AN ADDITIONAL YEAR

Presenter

Melissa Bryant

Estimated Presentation Time: 10 Minutes

The San Antonio River Authority's 2008/09 joint funding agreement with the United States Geological Survey (USGS) supported the operation and maintenance of fourteen stream flow gauges, three water quality gauges, and four studies: Sutherland Springs, Polychlorinated Biphenyls (PCB), Paired-Watershed at Honey Creek, and a Groundwater/Surface Water Interaction Study at Coletto Creek. An amendment to this agreement is necessary to extend the PCB study and the Sutherland Springs study for an additional year.

The two studies in their final year were reliant on seasonal variation as well as dry/wet weather. Unfortunately, due to the prolonged drought conditions, the amount of data collected was limited. Additional rain events were needed to obtain adequate samples of PCBs in the stream. The USGS is proposing to extend the PCB study an additional year to capture more rainfall events in the area. There is no cost increase associated with the time extension since sampling was limited this past year.

For the Sutherland Springs study this year, there have not been any samples collected. The springs are not flowing, so USGS would like to extend the study an additional year to conduct gain-loss surveys when the springs are flowing. There will be no cost increase for the extension to this study since there was no sampling conducted this past year.

The 2008/09 joint funding agreement amendment is attached for review.

Recommendation

Motion indicating Operations Committee support for presenting to the San Antonio River Authority Board of Directors for approval the Amendment to the Joint Funding Agreement with the United States Geological Survey for Stream Monitoring and Water Resource Projects for the Fiscal Year 2008/09.

Discussion

Vote

Attachments

Link: [USGS Amendment](#)



United States Department of the Interior

U. S. GEOLOGICAL SURVEY
Texas Water Science Center
8027 Exchange Dr
Austin, TX 78754

August 21, 2009

Ms. Melissa Bryant
Project Engineer
San Antonio River Authority
P.O. Box 839980
San Antonio, TX 78283-9980

Dear Ms. Bryant:

Enclosed are two signed originals of amendment 2 to our standard joint-funding agreement number **09C4TX060000000** to extend the agreement end date to September 30, 2010. All other terms and conditions remain unchanged. Please sign and return one fully-executed original to the attention of Karen Beers at the above address.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed amendment by **September 11, 2009**. If, for any reason, the amendment cannot be returned by this date, please contact Mark Null at (210) 691-9262, as soon as possible, to make alternative arrangements.

This is a fixed cost agreement to be billed **quarterly** via automated Form DI-1040. Please allow 30-days from the end of the billing period for issuance of the bill. The USGS Texas Water Science Center began using an automated billing process during fiscal year 2008. If you experience any problems with your invoices as a result of this new process, please contact Kandis Becher at (817) 263-9545 x 225, fax to her at (817) 361-0549, or email her at kkbecher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources investigations.

Sincerely,

Robert L. Joseph
Director

Enc: Amendment (2)

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
AMENDMENT OF JOINT FUNDING AGREEMENT
FOR
WATER RESOURCES INVESTIGATIONS

JFA No. 09C4TX060000000
Cust No. TX060
TIN: 74-6011311
USGS DUNS: 128821266
Amendment No. 2

This amendment is for the agreement dated October 1, 2008.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation investigative work in regards to the sediment sampling in the San Antonio area - EXTENSION OF END DATE TO SEPTEMBER 30, 2010 herein called the program.

2. Paragraph 2a of the agreement is hereby no change increased/ decreased by \$ no change to read as follows:

(a) \$ 103,110 by the party of the first part during the period October 1, 2008 to September 30, 2010.

Paragraph 2b of the agreement is hereby no change increased/ decreased by \$ no change

(b) \$ 391,300 by the party of the second part during the period October 1, 2008 to September 30, 2010.

Billing for this agreement will be rendered quarterly. Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

UNITED STATES
DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

SAN ANTONIO RIVER AUTHORITY

by Robert L. Joseph
(Signature)

by _____
(Signature)

Robert L. Joseph
(Name)
Director
(Title)

(Name)

(Title)

Date August 21, 2009

Date _____

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
AMENDMENT OF JOINT FUNDING AGREEMENT
FOR
WATER RESOURCES INVESTIGATIONS

JFA No. 08C4TX060000000
Cust No. TX060
TIN: 74-6011311
USGS DUNS: 128821266
Amendment No. 2

This amendment is for the agreement dated October 1, 2007.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation surface-water, water-quality, and interpretive hydrologic data collection activities - EXTENSION OF END DATE TO SEPTEMBER 30, 2010.

_____ herein called the program.

2. Paragraph 2a of the agreement is hereby increased/ decreased by \$ no change to read as follows:

(a) \$ 121,650 by the party of the first part during the period October 1, 2007 to September 30, 2010.

Paragraph 2b of the agreement is hereby increased/ decreased by \$ no change

(b) \$ 436,150 by the party of the second part during the period October 1, 2007 to September 30, 2010.

Billing for this agreement will be rendered quarterly. Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

UNITED STATES
DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

SAN ANTONIO RIVER AUTHORITY

by _____
(Signature)

by _____
(Signature)

(Name)

(Name)

(Title)

(Title)

Date _____

Date _____

ATTACHMENT FOR TX060

STATION NUMBER	DESCRIPTION	USGS FUNDS	COOP FUNDS	TOTAL FUNDS
001: SURFACE WATER				
08178000	San Antonio River at San Antonio, TX Stage Only Station (one level)	\$700	\$6,400	\$7,100
08178030	San Antonio Rv at Lone Star Blvd, San Antonio, TX Stage Only Station (one level)	\$0	\$7,100	\$7,100
08178050	San Antonio River at Mitchell St., San Antonio, TX Full Range Streamflow Station	\$5,100	\$9,700	\$14,800
08178700	Salado Creek at Loop 410 at San Antonio, TX Full Range Streamflow Station	\$5,100	\$9,700	\$14,800
08178800	Salado Creek at Loop 13 at San Antonio, TX Full Range Streamflow Station	\$5,100	\$9,700	\$14,800
08181500	Medina River at San Antonio, TX Full Range Streamflow Station	\$5,100	\$9,700	\$14,800
SURFACE WATER SUBTOTAL:		\$21,100	\$52,300	\$73,400
LOWER SAN ANTONIO RIVER STATIONS				
08183200	San Antonio Rv nr Floresville, TX Full Range Streamflow Station	\$0	\$14,800	\$14,800
08185065	Cibolo Ck nr Saint Hedwig, TX Full Range Streamflow Station	\$0	\$14,800	\$14,800
08185100	Martinez Ck nr Saint Hedwig, TX Full Range Streamflow Station	\$0	\$14,800	\$14,800
08185500	Cibolo Ck at Sutherland Springs, TX Full Range Streamflow Station	\$0	\$14,800	\$14,800
08188570	San Antonio Rv nr McFaddin, TX Full Range Streamflow Station	\$0	\$14,800	\$14,800
LOWER SAN ANTONIO RIVER SUBTOTAL:		\$0	\$74,000	\$74,000
SURFACE WATER TOTAL:		\$21,100	\$126,300	\$147,400
003: WATER QUALITY				
08177825	San Antonio River at Witte Museum, San Antonio, TX Temp. and Cond. Monitor (2-Parm)	\$0	\$16,500	\$16,500
08180850	Medina Rv at Applewhite Rd, San Antonio, TX Temp., Cond., pH, Diss. Oxy., Monitor (4-Parm)	\$0	\$34,500	\$34,500

08181500	Medlna River at San Antonio, TX Temp., Cond., pH, Diss. Oxy., Turbidity Monitor (5-Parm)	\$0	\$35,300	\$35,300
08180750	Install QW monitor at Medio Creek at Pearsall Rd., San Antonio, TX Temp., Cond., pH, Diss. Oxy. (4-Parm)	\$0	\$25,000	\$25,000

WATER-QUALITY TOTAL:	<u>\$0</u>	<u>\$111,300</u>	<u>\$111,300</u>
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INVEISTIGATIVE STUDIES:

CA601	San Antonio River Project Surface water- Groundwater interaction in the lower San Antonio River watershed	\$20,000	\$50,000	\$70,000
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PROJECT TOTAL:	<u>\$20,000</u>	<u>\$50,000</u>	<u>\$70,000</u>
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ABE01	Paired-Watershed Study A paired-watershed study design will be used to quantify differences in the quantity and quality of streamflow and springflow between the control and treatment watersheds from Implementation of brush management BMPs. Study locations are the Honey Creek State Natural Area in Comal County and the Government Canyon State Natural area in Bexar County.	\$40,000	\$40,000	\$80,000
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PROJECT TOTAL:	<u>\$40,000</u>	<u>\$40,000</u>	<u>\$80,000</u>
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D3K01	Characterization of Sediment Quality in the San Antonio Area The objective of this study is to determine the occurrence and distribution of selected inorganic and organic hydrophobic (sediment-bound) constituents in watersheds.	\$21,100	\$53,700	\$74,800
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PROJECT TOTAL:	<u>\$21,100</u>	<u>\$53,700</u>	<u>\$74,800</u>
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PROJECT	USGS FUNDS	COOP FUNDS	TOTAL FUNDS
SURFACE WATER: 001	\$21,100	\$126,300	\$147,400
WATER QUALITY: 003	\$0	\$111,300	\$111,300
PROJECT: CA601	\$20,000	\$50,000	\$70,000
PROJECT: ABE01	\$40,000	\$40,000	\$80,000
PROJECT: D3K01	\$21,100	\$53,700	\$74,800
TOTAL	<u>\$102,200</u>	<u>\$381,300</u>	<u>\$483,500</u>

Date: 09/08/2009

Announce Stream Team Consultant Selection

Submitted By: Jim Boenig, Technical Services

Division: Technical Services

Submitted For: Jim Boenig

Department: Engineering

Information

CAPTION

REVIEW AND DISCUSSION OF CONSULTANT SELECTION ACTIVITIES AND/OR CONSULTANT CONTRACT AUTHORIZATION, RENEWALS, AMENDMENTS OR EXTENSIONS:

ANNOUNCEMENT OF PROFESSIONAL SERVICES CONTRACT AWARD FOR STREAM RESTORATION PROGRAM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) TO MICHAEL BAKER, JR. INC. AND STANTEC ENGINEERING, INC.

Presenter

Steve Graham and Jim Boenig

Estimated Presentation Time: 5 minutes

Staff will brief the Committee on the consultant's qualifications and the anticipated scope of work in this contract.

Discussion

Operations Committee

13.

Date: 09/08/2009

M4 Update

Submitted By: Lupe Moreno, Executive
Offices

Division: Operations

Submitted For: John Chisholm

Department:

Information

CAPTION

**UPDATE ON THE MARTINEZ IV SEWER PLANT, LTD., SEWER
REIMBURSEMENT AGREEMENT**

Presenter

John Chisholm, Steve Graham and Jim Doersam

Estimated Presentation Time: 5 minutes

A brief update on issues from the M4 agreement discussed last month.

Discussion

Date: 09/08/2009

October & November Meeting Dates

Submitted By: Karen Bishop, Executive
Offices

Division: Executive Offices

Department:

Information

CAPTION

DISCUSSION AND APPROPRIATE ACTION TO SCHEDULE THE OCTOBER AND NOVEMBER 2009 OPERATIONS COMMITTEE MEETING DATES

Presenter

Karen Bishop

Estimated Presentation Time: 5 minutes

At the August 19, 2009, Board of Directors Regular Meeting, the River Authority Board voted to schedule its October 2009 Regular Meeting on Wednesday, October 14, to accommodate Board members and staff interested in attending the National Association of Flood and Stormwater Management Agencies (NAFSMA) Conference being held October 19 - 23, the week of the Board's usual third-Wednesday meeting date.

So that staff with items to take before the Operations Committee for support in October have adequate time to prepare for the October Board meeting, staff are requesting that the Operations Committee also schedule its October meeting one week earlier. The date proposed is Monday, October 5, 2009.

In addition, to accommodate both the 2009 election canvass process and the Veteran's Day holiday, the Board voted to schedule its November meeting on Thursday, November 12, 2009. Staff are requesting that the Operations Committee schedule its November meeting one week earlier, to Monday, November 2, 2009, to permit staff adequate time to prepare for Board presentation items taken to the Operations Committee in November.

Recommendation

Motion that the Operations Committee schedule its October meeting on Monday, October 5, 2009, at 2:00 p.m. and its November meeting on Monday, November 2, 2009, at 2:00 p.m.

Discussion

Vote

Date: 09/08/2009

SARIP Update

Submitted By: Lupe Moreno, Executive
Offices

Division: Executive Offices

Submitted For: Suzanne B. Scott

Department:

Individual Item 15.

Information

CAPTION

STATUS REPORT ON THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT

Presenter

Suzanne B. Scott

Estimated Presentation Time: 10 minutes

Discussion

Individual Item 16.

Information

CAPTION

GENERAL MANAGER'S REPORT CONCERNING THE FOLLOWING:

- **UPCOMING EVENTS CALENDAR,**
- **FUTURE BOARD AND/OR COMMITTEE MEETINGS, AND**
- **MEETINGS INVOLVING THE ATTENDANCE OF ONE OR MORE BOARD MEMBERS.**

Presenter

Suzanne B. Scott

Estimated Presentation Time: 10 minutes

Discussion

Operations Committee
Date: 09/08/2009
Items for Future Consideration

Items 17. - 18.

Submitted By: Lupe Moreno, Executive
Offices

Division: Executive Offices

Submitted For: Suzanne B. Scott

Department:

Item 17.

Information

CAPTION
ITEMS FOR FUTURE CONSIDERATION

Presenter
Suzanne B. Scott
Estimated Presentation Time: 5 minutes

Discussion

Item 18.

Information

CAPTION
ADJOURN

Presenter
Mr. Ruckman, Operations Committee Chairman
