



JOINT FUNDING AGREEMENT  
NUMBER 22-020-AMS  
BETWEEN THE  
EDWARDS AQUIFER AUTHORITY  
AND  
UNITED STATES DEPARTMENT OF  
THE INTERIOR  
UNITED STATES GEOLOGICAL  
SURVEY  
FOR NAQWA WELL  
PUMP INSTALLATION

**Customer #: 6000000612**  
**Agreement #:**  
**22SJFATX043000**  
**Project #:**  
**TIN #: 74-6026194**  
**OPA Approval#2022SJ-**  
**12347**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into upon signature by both parties, by the U.S. GEOLOGICAL SURVEY, Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR (the "Survey"), party of the first part, and the EDWARDS AQUIFER AUTHORITY (the "EAA") a conservation and reclamation district and political subdivision of the State of Texas, party of the second part. Each of these entities is, at times, referred to in this Agreement individually as a "Party," and both are referred to collectively as "Parties."

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 Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b. The EAA legal authority is Sections 1.08(a), 1.11(d)(2), and 1.27 of the Edwards Aquifer Authority Act of May 30, 1993, 73rd Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350, as amended, and Sections 49.057, 49.211, 49.213, and 49.213, Texas Water Code.

This Agreement shall be effective upon signatures by both parties and continue through August 10, 2023.

2. The following amounts shall be contributed to cover all of the cost of the necessary field work directly related to this program.

- (a) \$0 by the party of the first part during the period upon signature by both parties to August 10, 2023
- (b) \$67,090.00 by the party of the second part during the period upon signature by both parties to August 10, 2023

- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0
- (d) 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.
- (e) 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 well pump installation sites to be included in the program are Encino Rio (AY-68-21-806), Mud Creek (AY-68-29-215), and Corporate Woods (AY-68-29-217). The methods employed in the field 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 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 conducted 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 records resulting from this program shall be made available to the public as promptly as possible. The records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

9. Billing for this Agreement will be rendered quarterly and emailed to the EAA customer billing point of contact. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Doug Schnoebelen

Address: 5563 DeZavala Road, Suite 290  
San Antonio, Texas 78249

Telephone:

Email: dschnoebelen@usgs.gov

**USGS Billing Point of Contact**

Name: Kandis K. Becher

Address: 501 W. Felix St., Bldg 24,  
Ft. Worth, Texas 76115  
Telephone: 682-316-5051

Email: kkbecher@usgs.gov

**Customer Technical Point of Contact**

Name: Brent Doty

Address: 900 E. Quincy St., San Antonio, TX  
78215

Telephone: 210-382-6057

Email: bdoty@edwardsaquifer.org

**Customer Billing Point of Contact**

Name: Shelly Hendrix

Address: 900 E. Quincy St., San Antonio, TX  
78215

Telephone: 210-222-2204

Email: accounting@edwardsaquifer.org

IN WITNESS WHEREOF, this Agreement is executed by the parties below and effective as of the day and date first written above.

**EDWARDS AQUIFER AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Roland Ruiz

Title: General Manager

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Jennifer Wong-Esparza

Title: Assistant to the Board Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Darcy Alan Frownfelter

Title: General Counsel  
Edwards Aquifer Authority

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A SCOPE OF WORK

### **BACKGROUND**

In 1991, the United States Congress developed the National Water-Quality Assessment (NAWQA) Project to assess the current and future status of the Nation's water-quality. Through NAWQA, numerous monitoring wells and stations were established to collect data regarding the current condition of the Nation's streams, rivers, and groundwater. Several of these NAWQA monitoring wells are located on the Edwards Aquifer Recharge Zone.

In 2022, EAA staff initiated an effort to install dedicated submersible style pumps at (3) NAWQA wells on the Recharge Zone of the Edwards Aquifer in Bexar County, Texas to intensify aspects of the EAA's historical water quality sampling program and enhance monitoring of water quality in response to human activities and natural factors over the Recharge Zone of the Edwards Aquifer. The selected wells are identified by the Texas Water Development Board (TWDB) numbering system as AY 68-21-806, AY 68-29-215, AY 68-29-217 and are referred to colloquially as Encino Rio, SARA at Mud Creek, and Corporate Woods, respectively.

### **OBJECTIVE**

The upgrade of select NAWQA wells with necessary equipment to accommodate monthly to bi-monthly water quality sample collection. To intensify aspects of the EAA's historical water quality sampling program and enhance monitoring of water quality in response to human activities and natural factors over the Recharge Zone of the Edwards Aquifer. To include but not limited to the installation of; submersible style pumps, stainless steel drop-pipes, valves, collars, risers, control cables, variable frequency drives, and shelters.

### **DELIVERABLES**

By the Agreement expiration date, the Survey together with EAA staff, will provide the following products:

1. Installation of shelters and completion of well pad upgrades as needed per well.
2. Installation of dedicated piping, control cables, variable frequency drives, submersible pumps, and all necessary equipment and components to accommodate monthly to bi-monthly water quality sample collection at all three wells.

### **PERSONNEL**

Throughout this project, Survey staff (Mr. Michael Nyman, Data Chief) will work with EAA staff (Dr. Gizelle Luevano) to coordinate and facilitate the execution of the agreement scope and deliverables.

EXHIBIT B  
PROJECT BUDGET

EAA will provide payment of \$67,090.00 for the project as noted below.

<b>Explanation of Project Costs</b>	<b>Total Cost</b>	<b>Budgetary Allocation</b>
USGS (Personnel and labor, 184-hours)	\$ 12,902.00	19%
USGS (Pump hoist truck, rent and mileage)	\$ 3,000.00	5%
Equipment (pumps, shelters, pipe, etc.)	\$ 51,188.00	76%
<b>Total</b>	<b>\$ 67,090.00</b>	<b>100%</b>