

**NORTH TEXAS
GROUNDWATER
CONSERVATION
DISTRICT**

BOARD MEETING

**MUSTANG SUD ADMINISTRATIVE OFFICES
7985 FM 2931
AUBREY, TEXAS**

**TUESDAY
APRIL 11, 2017
10:00 AM**

NOTICE OF PUBLIC MEETING

OF THE
BOARD OF DIRECTORS of the

NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT
at the

Mustang SUD Administrative Offices
7985 FM 2931

Aubrey, Texas

Tuesday, April 11, 2017

Board Meeting

The regular Board Meeting will begin at 10:00 a.m.

Notice is hereby given that the Board of Directors of the North Texas Groundwater Conservation District ("District") may discuss, consider, and take all necessary action, including expenditure of funds, regarding each of the agenda items below:

Agenda:

1. Pledge of Allegiance and Invocation.
2. Call to order, establish quorum; declare meeting open to the public.
3. Public comment.
4. Consider and act upon approval of the minutes from the March 14, 2017, board meeting.
5. Consider and act upon approval of invoices and reimbursements.
6. Receive reports from the following Committees*:
 - a. Budget and Finance Committee
 - 1) Receive Monthly Financial Information
 - b. Investment Committee
 - 1) Receive Quarterly Investment Report
 - c. Rules and Bylaws Committee
 - d. Groundwater Monitoring and Database Committee
 - e. Policy and Personnel Committee
 - f. Conservation and Public Awareness Committee
 - g. Management Plan Committee
 - 1) Receive Quarterly Report
 - h. Desired Future Condition Committee

7. Update and possible action regarding the process for the development of Desired Future Conditions (DFCs).
8. Consider and act upon a contract with Red River Groundwater Conservation District and INTERA, Inc. for developing a Water Well Management System for the District.
9. Consider and act upon an Interlocal Agreement with Red River Groundwater Conservation District for joint development of a Water Well Management System.
10. Consider and act upon authorizing the purchase of well caps for the District.
11. Consider and act upon compliance and enforcement activities for violations of District rules.
 - a. Strittmatter Irrigation & Supply, Inc. lawsuit
12. General Manager's Report: The General Manager will update the board on operational, educational and other activities of the District.
 - a. Update on oil and gas and disposal/injection well monitoring activities with the Railroad Commission of Texas
13. Receive presentation from the District's Hydrogeologist and Legal Counsel regarding permanent rules development.
 - a. Consider and act upon action items for rules development, including completion of technical assessments
14. Open forum / discussion of new business for future meeting agendas.
15. Adjourn public meeting.

* Reports from District standing committees will include a briefing by each committee for the Board on the activities of the committee, if any, since the last regular Board meeting.

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.

These public meetings are available to all persons regardless of disability. If you require special assistance to attend the meeting, please call (855) 426-4433 at least 24 hours in advance of the meeting to coordinate any special physical access arrangements.

For questions regarding this notice, please contact Velma Starks at (855) 426-4433, at ntgcd@northtexasgcd.org, or at 5100 Airport Drive, Denison, TX 75020.

At any time during the meeting or work session and in compliance with the Texas Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the North Texas Groundwater Conservation District Board may meet in executive session on any of the above agenda items or other lawful items for consultation concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); personnel matters (§551.074); and deliberation regarding security devices (§551.076). Any subject discussed in executive session may be subject to action during an open meeting.

ATTACHMENT 4

**MINUTES OF THE BOARD OF DIRECTORS' PUBLIC HEARING
NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT**

TUESDAY, MARCH 14, 2016

**MUSTANG SUD ADMINISTRATIVE OFFICES
7985 FM 2931
AUBREY, TEXAS**

Members Present: Evan Groeschel, Joseph Helmberger, Philip Sanders, Ron Sellman, Thomas Smith, and Ronny Young

Members Absent: Eddy Daniel, Chris Boyd

Staff: Drew Satterwhite, P.E., Allen Burks, Velma Starks, Carolyn Bennett

Visitors: Lou Fleischhauer, Collier Consulting/SR Hydrogeologist
Neal Welch, City of Sanger

Public Hearing

1. Call to order, establish quorum; declare public hearing open to the public
Vice President Young called the public hearing to order at 10:02 a.m., established a quorum was present, and declared the hearing open to the public and the Board of Directors introduced themselves.
2. Presentation and Review of Management Plan
Vice President Young stated purpose of the public hearing was to receive public comments on the District's Management Plan. General Manager Drew Satterwhite informed the Board the revised Management Plan was posted on the District website for at least 20 days, and notice was published in the required newspapers.
General Manager Satterwhite reviewed the revisions to the Management Plan with the Board of Directors.
3. Public Comment on Management Plan (verbal comments limited to three (3) minutes each; written comments may also be submitted for the Board's consideration)
Vice President Young asked if there were any public comments on the management Plan. There were no citizens present requesting to comment publicly on the revised Management Plan.

4. Adjourn or continue public hearing on the Management Plan

Ron Sellman motioned to adjourn the public hearing at 10:15 a.m. Thomas Smith seconded the motion and the motion passed unanimously.

#####

Recording Secretary

Secretary-Treasurer

**MINUTES OF THE BOARD OF DIRECTORS' BOARD MEETING
NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT**

TUESDAY, MARCH 14, 2017

**MUSTANG SUD ADMINISTRATIVE OFFICES
7985 FM 2931
AUBREY, TEXAS**

Members Present: Evan Groeschel, Joseph Helmberger, Philip Sanders, Ron Sellman, Thomas Smith, and Ronny Young

Members Absent: Eddy Daniel and Chris Boyd

Staff: Drew Satterwhite, P.E., Allen Burks, Velma Starks, Carolyn Bennett

Visitors: Lou Fleischhauer, Collier Consulting/SR Hydrogeologist
Neal Welch, City of Sanger

1. Pledge of Allegiance and Invocation

Vice President Ronny Young led the group in the Pledge of Allegiance and provided the invocation.

2. Call to order, establish quorum; declare meeting open to the public

Vice President Ronny Young called the meeting to order at 10:16 am, established a quorum was present, and declared the meeting open to the public.

3. Public Comment

There were no citizens present requesting to appear before the Board of Directors for public comment.

4. Consider and act upon approval of Minutes from the February 14, 2017 board meeting and public hearing

After review and discussion, motion was made by Thomas Smith and seconded by Evan Groeschel to approve the Minutes from the February 14, 2017 board meeting and public hearing. Motion passed unanimously.

5. Consider and act upon approval of invoices and reimbursements.

After a review, Joseph Helmberger made a motion to approve Resolution 2017-03-14-17-01. Thomas Smith seconded the motion. Motion passed unanimously.

6. Receive reports from the following Committees*:

a. Budget and Finance Committee

1) Receive Monthly Financial Information

General Manager Drew Satterwhite reviewed the financial information with the Board.

b. Investment Committee

No report.

c. Rules and Bylaws Committee

No report.

d. Groundwater Monitoring and Database Committee

General Manager Satterwhite provided the Board with an update on the database. He and Field Technician Allen Burks met with Intera last week and worked through the scope for the database. The scope and costs should be available at the next Board meeting.

e. Policy and Personnel Committee

No report.

f. Conservation and Public Awareness Committee

No report.

g. Management Plan Committee

1) Consider and act upon Management Plan

Vice President Young stated the revisions to the Management Plan were discussed during the public hearing held prior to this meeting. Thomas Smith made a motion to adopt the Management Plan as revised, subject to those amendments necessary based on comments received from the public at the public hearing or Board meeting, recommendations from the District Board, staff, or legal counsel, or to incorporate technical information received from the Texas Water Development Board and/or District geoscientist, and review of the final Management Plan Committee. Evan Groeschel seconded motion. Motion passed unanimously.

h. Desired Future Condition Committee

General Manager Satterwhite informed the Board the Desired Future Conditions adopted by the GMA 8 are under review the Texas Water Development Board.

7. Proclamation for Kenneth "Kenny" Klement

Vice President Young informed the board he had asked General Manager Satterwhite to draft a

proclamation for Kenny Klement. A presentation will be made at Commissioner's Court on March 27th, when Vice President presents a plaque to Kenny Klement's family. Vice President Young read proclamation for Kenny Klement to the Board of Directors.

8. Consider and act upon District's Fund Balance Allocations and Policy

General Manager Satterwhite reviewed the District's Fund Balance Allocations and Policy with the Board of Directors. Philip Sanders made a motion to approve the fund balance policy, with 33% entered as the percent for unassigned fund balance. The motion was seconded by Ron Sellman and passed unanimously.

9. Update and possible action regarding the process for the development of Desired Future Conditions (DFCs)

Joseph Helmberger made a motion to table the update and possible action regarding the process for the development of the Desired Future Conditions. The motion was seconded by Thomas Smith and passed unanimously.

10. Consider and act upon compliance and enforcement activities for violations of District

General Manager Satterwhite updated the Board regarding the enforcement activities relating to Strittmatter Irrigation and Supply.

11. General Manager's Report: The General Manager will update the Board on operational, educational and other activities of the District

General Manager Satterwhite reviewed well registration summary with the Board. Mr. Satterwhite also updated the Board regarding a private water well located in Denton County. The property owner had reached out to the District concerning possible gas being emitted from a water well located on his property. Mr. Satterwhite informed the Board that he personally visited the site and had reached out to the TCEQ Air Quality Division and the Railroad Commission regarding the well. The Railroad Commission has informed him that a contractor has been hired to conduct testing on water in the private well. The Board instructed the General Manager to notify the water section of the Texas Commission on Environmental Quality about the well, and to file a written request with the Railroad Commission regarding the data and results of tests being conducted by the contractor on behalf of the Commission to determine if the water in the well is contaminated.

12. Open Forum / discussion of new business for future meeting agendas

The Board asked for an update on well with gas issues in Denton County at the next meeting. Board Member Helmberger discussed with the Board the possibility of conducting meetings in the evening. General Manager Satterwhite informed the Board the April 11th meeting will be a Visioning Workshop regarding the District Rules, and lunch will be provided for the Board. Thomas Smith asked if LBG Guyton could provide the Board with a certificate for continuing education from LBG Guyton for attending meeting.

13. Adjourn public meeting

Vice President Ronny Young declared the meeting adjourned 10:56 a.m.

#####

Recording Secretary

Secretary-Treasurer

ATTACHMENT 5

RESOLUTION NO. 2017-4-11-2017-1

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS GROUNDWATER
CONSERVATION DISTRICT AUTHORIZING PAYMENT OF ACCRUED LIABILITIES FOR THE
MONTH OF FEBRUARY 2017

The following liabilities are hereby presented for payment:

<u>Administrative Services</u>	
GTUA -Mar	21,856.53
<u>Advertising</u>	
<u>Auditing</u>	
<u>Consultant</u>	
LBG - Guyton- Feb	4,140.00
<u>Direct Costs</u>	
USTI -E-Billing - Feb	5.36
Nextraq -Apr	43.15
<u>Dues & Subscriptions</u>	
<u>GMA8</u>	
<u>Insurance</u>	
<u>Legal</u>	
Sledge Law & Public Strategies - Feb	2,126.00
Law Offices of Kristen Fancher, PLLC - March	2,554.88
<u>Meetings & Conference</u>	
Mustang SUD - April Meeting	75.00
<u>Software Maintenance</u>	
Aquaveo-March	500.00
<u>Telephone</u>	
<u>Transportation</u>	
<u>Well Monitoring</u>	
Statewide Plat Service -Feb 2017	50.00
GRAND TOTAL:	\$ <u>31,350.92</u>

On motion of _____ and seconded by _____ the
foregoing Resolution was passed and approved on this, the 11th day of April, 2017 by the following vote:

AYE:
NAY:

At a meeting of the Board of Directors of the North Texas Groundwater Conservation District.

President

ATTEST:

Secretary/Treasurer

ATTACHMENT 6 B-1

North Texas Groundwater Conservation District
Investment Report
March 31, 2017

This report complies with the requirements of the Public Funds Investment Act and covers all the funds of the District that are subject to the Act. At March 31, 2017, the investment position was a little more than \$1,200,000. \$776,299 of these funds are invested in a CDARS program thru Independent Bank earning .25%.

The District was in compliance with all provisions on the investment policy and the Public Funds Investment Act as of March 31, 2017.

All transactions were routine.

Presented by North Texas Groundwater Conservation District Investment Officers:



Evan Groeschel

ATTACHMENT 6 G-1

NTG C/D NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT

COLLIN COUNTY - COOKE COUNTY - DENTON COUNTY

General Manager's Quarterly Report

Date: March 31, 2017

North Texas GCD Management Plan

This quarterly briefing is being provided pursuant to the adopted Management Plan for the quarter ending March 31, 2017.

Well Registration Program:

Current number of wells registered in the District: 1843

Aquifers in which the wells have been completed: Trinity and Woodbine

Well Inspection/Audit Program:

2017 Well Inspections

Month	Collin	Cooke	Denton	Total
January	6	1	14	21
February	3	2	18	23
March	13	4	10	27
April				
May				
June				
July				
August				
September				
October				
November				
December				
Total	22	7	42	71

ATTACHMENT 8

DATE: April 7, 2017

SUBJECT: AGENDA ITEM NO. 8

CONSIDER AND ACT UPON A CONTRACT WITH RED RIVER GROUNDWATER CONSERVATION DISTRICT AND INTERA, INC. FOR DEVELOPING A WATER WELL MANAGEMENT SYSTEM FOR THE DISTRICT

ISSUE

Consideration of a contract with INTERA for the development of a water well management system, otherwise called our geodatabase.

BACKGROUND

Last year, the Board of Directors authorized the staff to begin working with the Geodatabase Committee ("Committee") to develop a Request for Qualifications ("RFQ") in order to solicit firms to build a new geodatabase. The staff and Committee then put together an RFQ and sent it out to known firms along with posting it to the District website and Texas Alliance of Groundwater Districts website. Statement of Qualifications ("SOQ") were received from six (6) firms late last year. The staff and Committee reviewed the SOQs and narrowed the list of firms to interview down to five (5). On January 19, 2017 the staff and Committees, including RRGCD Committee, received presentations from the firms. After hearing presentations from the firms, the staff and Committees then began to review the differences in each of the firms and what they had to offer. The decision was unanimous to select INTERA as the most qualified firm to meet the District's, and RRGCD's, needs.

At the February Board meeting, the Board of Directors received a report from the staff and Committee. The Board subsequently selected INTERA and authorized the staff to begin developing a scope of work and contract.

The proposed contract is attached to this memo. The contract is for a total of \$167,000, which would be divided equally between the District and RRGCD. This contract includes all of the necessary work to have a fully operational geodatabase. It is also worth noting that the estimated annual hosting cost of \$500 would be split equally between the Districts.

CONSIDERATIONS

The District staff and legal counsel have worked with INTERA to develop the contract and scope of services. The staff believes that all parties have a clear understanding of what is expected.

By entering into this contract and participating in the cost sharing of a new geodatabase, the District will receive a substantial cost reduction in the development, hosting, maintenance and any future additions that both Districts desire. The District staff believes the new geodatabase will improve operational efficiencies, data accuracy and data comprehension. The staff also believes the new system will benefit well owners and well drillers.

The Red River Groundwater Conservation District meets on April 20, 2017 and will consider this agreement at that time.

STAFF RECOMMENDATIONS

The staff recommends authorizing the execution of a contract with INTERA to develop a new water well management system, or geodatabase, for the District.

ATTACHMENTS

INTERA Contract

PREPARED AND SUBMITTED BY:



Drew Satterwhite, P.E., General Manager

STANDARD TECHNICAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made as of 11 April 2017 between INTERA Incorporated, ("INTERA") a Texas Corporation, and both North Texas Groundwater Conservation District, a Texas governmental entity and Red River Groundwater Conservation District, a Texas governmental entity, individually, the Client and jointly, the Clients ("Client" and jointly "Clients"). Individually, INTERA and each Client are sometimes referred to as a Party and collectively as Parties.

WHEREAS, the Clients desire INTERA to furnish certain technical, maintenance, construction, installation and/or related services ("Services") and INTERA is willing to do so, subject to the terms and conditions set forth herein.

WHEREAS, in certain situations, the Clients also desire INTERA to furnish certain equipment, materials and other goods (collectively "Goods") and INTERA is willing to do so, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES

The Clients jointly desire INTERA to perform the Services and provide the Goods described in Attachment A.

ARTICLE 2. TERM

The term of this Agreement will commence on 11 April 2017 and will continue until 30 June 2018 unless sooner terminated as provided in this Agreement.

ARTICLE 3. INVOICING AND PAYMENT

For performance of the Services, the Parties agree that the Clients shall be jointly responsible for the payment to INTERA of the compensation specified in Attachment B. This compensation will be invoiced in equal amounts separately to each Client at monthly intervals along with reimbursables and will be due and payable by each Client within 30 days following the date of the invoice. In the event that part of an individual Client invoice is in dispute, that Client agrees to pay the undisputed portion of its invoice according to the payment terms hereunder. If for any reason a Client fails to pay INTERA in full within 30 days from the date of an invoice, that Client will pay INTERA a late payment charge each month equal to one percent (1%) of any unpaid balance or the highest rate permitted by law, whichever is the lesser. If for any reason either Client fails to pay INTERA in full within 45 days from the date of an invoice, INTERA may, at INTERA's sole option, (i) suspend its performance of Services and supply of Goods until all outstanding bills have been paid in full by both Clients, (ii) suspend its performance of Services and supply of Goods until an amended Agreement is executed addressing compensation for any remaining workscope or (iii) terminate this Agreement.

ARTICLE 4. REPRESENTATIVES

INTERA will cooperate with the Clients and be subject to the direction and control of Clients' designated representative. The Clients will designate a single representative who will be the authorized representative of the Clients regarding this Agreement and Services and will inform INTERA promptly upon discovery of any aspect of the Services or Goods, which does not meet with Clients' approval. INTERA will also designate a representative who will be responsible for the execution of the Services and the provision of Goods and will be the authorized representative of INTERA for this Agreement.

ARTICLE 5. RECORDS

For a period of one year after completion of the Services under this Agreement, INTERA will, upon written request of the Clients, provide reasonable access to necessary supporting records and documentation.

ARTICLE 6. RELATIONSHIP OF THE PARTIES

6.1. Independent Contractor. INTERA will perform the Services as an independent contractor. INTERA acknowledges and agrees that no employer-employee relationship exists or is intended to be created between INTERA and either Client.

6.2. Assumption or Creation of Obligations or Responsibilities. Neither Party will have the right to assume or create obligations or responsibilities of any type in the name of the other Party unless expressly authorized to do so in writing by the Party taking on the obligation.

ARTICLE 7. SUBCONTRACTOR AND SUPPLIERS

INTERA will have the right to retain subcontractors and suppliers to assist INTERA in the performance of the Services and the provision of Goods.

ARTICLE 8. CONFIDENTIALITY AND RIGHTS IN DATA

8.1. Maintenance of Confidentiality. Information disclosed by one Party to the other Party during the performance of the Services may include the confidential or proprietary information of the disclosing Party and that Party's agents, subcontractors or suppliers. In the event such information is expressly identified as proprietary or confidential prior to or at the time of disclosure, the Party receiving such information will keep it in confidence and

will not furnish or otherwise disclose it to any third party during or after completion of the applicable Services for a period of three years. Neither Party will be obligated to maintain the confidentiality of any information designated by the other Party as confidential or proprietary if the information:

8.1.1. Was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the other Party and the receiving Party was under no prior legal obligation to protect such information;

8.1.2. Is independently developed by the receiving Party without the utilization of the confidential or proprietary information;

8.1.3. Is or becomes public knowledge without the fault of the receiving Party;

8.1.4. Becomes available to the receiving Party from a source other than the disclosing Party where the receiving Party is not under any legal obligation to protect such information; or

8.1.5. The information is disclosed pursuant to a governmental or legal requirement.

8.2. Provision of Information to INTERA. The Clients will promptly furnish INTERA with all information necessary for INTERA to perform the Services and supply the Goods. INTERA and its subcontractors will be entitled to rely upon such information and upon information from generally acceptable reputable sources without independent verification in the performance of the Services or supplying of Goods.

8.3. Intellectual Property. For the purposes of this Agreement, Intellectual Property means software, including copyrights and patentable inventions, designs, technical data, ideas, reports, documentation and other information related thereto. INTERA shall retain ownership of all pre-existing INTERA owned Intellectual Property. INTERA will grant to the Clients a royalty-free, nonexclusive license to any INTERA-owned pre-existing Intellectual Property incorporated into the software products developed under this Agreement upon receipt of all payments due under this Agreement. All Intellectual Property developed by INTERA during the term of this Agreement shall be jointly owned by INTERA and the Clients. INTERA and the Clients shall each have full and unrestricted rights to use the Intellectual Property with a no compensation obligation.

ARTICLE 9. TERMINATION

9.1. Clients Right to Terminate. Clients may individually or collectively terminate this Agreement, in whole or in part, upon 30 days prior written notice to INTERA and, in the case of an individual Client termination, 30 days prior written notice to the other Client, but such termination will not relieve the terminating Client/Clients of its/their obligation to pay INTERA for expenses incurred, Services performed and Goods provided up to the date of termination and all reasonable expenses, which INTERA incurs related to the termination. In the case that termination is by one Client only, then INTERA shall suspend its performance of Services and supply of Goods until an amended Agreement reflecting any necessary adjustment of compensation and/or workscope is executed with the non-terminating Client or the non-terminating Client terminates this Agreement.

9.2. INTERA's Right to Terminate. INTERA may terminate this Agreement, in whole or in part, upon 30 days prior written notice to both Clients, but such termination will not relieve INTERA of its obligation to provide the Clients with a copy of all Reports prepared up to the date of termination of the Agreement.

ARTICLE 10. INDEMNIFICATION, WARRANTY AND LIMITATION OF LIABILITY

10.1. INTERA's Indemnification of Clients. INTERA will indemnify and

STANDARD TECHNICAL SERVICES AGREEMENT

hold harmless each Client, its officers, employees, and agents (the "Client Indemnified Parties") from losses (including, but not limited to, attorneys' fees and expenses) of the Client Indemnified Parties to the extent caused by the 1) negligent acts or omissions of INTERA, 2) reckless acts or omissions of INTERA, 3) intentional misconduct of INTERA, 4) material misrepresentations of INTERA, 5) material breaches of contract or warranty by INTERA and 6) infringement of United States patents, copyrights and trademarks by INTERA.

10.2. Client's Indemnification of INTERA. Each Client will individually indemnify and hold harmless INTERA, its officers, employees, agents, subcontractors and suppliers (the "INTERA Indemnified Parties") from losses (including, but not limited to attorneys' fees and expenses) of the INTERA Indemnified Parties to the extent caused by the 1) negligent acts or omissions of Client, 2) reckless acts or omissions of Client, 3) intentional misconduct of Client, 4) material misrepresentations of Client, 5) material breaches of contract or warranty by Client and 6) infringement of United States patents, copyrights and trademarks by Client.

10.3. INTERA's Warranty and Limitation of Liability. INTERA warrants that the Services will be performed, within the limits prescribed by the Clients, with professional thoroughness and competence. Notwithstanding anything to the contrary herein, INTERA's total cumulative liability for claims of any kind whether based in contract, tort (including negligence and strict liability), under any warranty, indemnification, or otherwise, for any loss or damage arising out of or related to this Agreement or the performance of the Services, will in no case exceed the compensation paid to INTERA by the Clients for the Services.

ARTICLE 11. INSURANCE

11.1. Insurance Coverage. Prior to commencing with the Services and at all times during the term of this Agreement, INTERA will provide and maintain in full force and effect, insurance of the types and with limits not less than those specified as follows:

11.1.1. Workers' Compensation Insurance in accordance with the statutory requirements of the State having jurisdiction over employees who are engaged in the Scope of Services, and Employer's Liability insurance of One Million Dollars (\$1,000,000) each accident; disease-each employee; and disease-policy limit.

11.1.2. Commercial General Liability Insurance with a per occurrence limit of One Million Dollars (\$1,000,000). This policy will include Contractual Liability coverage. This insurance will cover bodily injury to or death of persons, and/or loss of or damage to property.

11.1.3. Automobile (owned, non-owned or hired) Insurance with an each accident limit of One Million Dollars (\$1,000,000) for bodily injury and property damage liability.

11.1.4. Professional Errors and Omissions Insurance of One Million Dollars (\$1,000,000) for each occurrence per claim and in the aggregate.

11.2. Insurance Terms and Conditions. All insurance policies provided and maintained by INTERA will be underwritten by insurers which are rated "A VII" or higher by the most current edition of *Best's Key Rating Guide*, and which are authorized to write insurance in the state or states in which the Services are performed or where the Goods are provided.

ARTICLE 12. DISPUTE RESOLUTION

12.1. Negotiation. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within ten days after delivery of the notice, the receiving Party will submit to the other a written response. The notice and response will include (a) a statement of that Party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive in negotiations. Within 20 days after delivery of the initial notice, the executives of both Parties will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12.2. Mediation. If the dispute has not been resolved by negotiation as provided above within 30 days after delivery of the initial notice of negotiation, or if the Parties fail to meet within 20 days, the Parties will

endeavor to settle the dispute by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure in effect on the date of this Agreement, provided, however, that if one Party fails to participate in the negotiation as provided above, the other Party can initiate mediation prior to the expiration of the 30 days. Unless otherwise agreed, the Parties will select a mediator from the CPR Panel of Distinguished Neutrals.

12.3. Litigation. Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, which has not been resolved by mediation as provided above within 50 days after delivery of the initial notice of negotiation will be finally resolved by litigation.

12.4. The Clients agree to the joinder of any subcontractor hired by INTERA to any proceeding under this Agreement that involves or may involve a subcontractor's Services.

ARTICLE 13. NOTICES

Any notice, request, demand or other communication related to this Agreement will be in writing and will be considered duly made three calendar days after the date of deposit in the U.S. Mail, by certified mail, return receipt requested, postage prepaid, addressed to the applicable Party at the following address or when delivered, if delivered by hand or transmitted by telecopy to the other Party at the following addresses or facsimile numbers:

If to INTERA: INTERA Incorporated
Attn: Patricia Salter, Contracts Manager
1812 Centre Creek Dr., Ste 300
Austin, TX 78754
Telephone: 512.425.2000
Email: psalter@intera.com

If to Clients: Red River Groundwater Conservation District
Attn: Drew Satterwhite
PO Box 1214
Sherman, Texas 75091-1214
Telephone: 800.256.0935
Email: drews@gtua.org

AND North Texas Groundwater Conservation District
Attn: Drew Satterwhite
PO Box 508
Gainesville, Texas 76241
Telephone: 855.426.4433
Email: drews@gtua.org

Either Party may change its address or numbers for receiving notices by giving written notice of the change to the other Party.

ARTICLE 14. MISCELLANEOUS

14.1. Title to Goods. Title to and risk of loss of or damage to Goods will pass to Clients upon delivery of the Goods to the Clients.

14.2. Force Majeure. Neither Party will be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, which is beyond the reasonable control of and could not have been anticipated by the affected Party, including, but not limited to, acts of God, storms, floods, fire, strikes, boycotts, other labor disputes, riots, thefts, accidents, acts or failures to act by the other Party; and acts or failures to act by any non-Party government or government agency; provided, however, that any obligation to make payment hereunder will not be extended for any reason. Upon the occurrence of a situation as described above, the time for performance by either Party to this Agreement of its obligations will be extended by a period of time equal to the time lost because of such situation; provided, however, that prompt notice of such a situation will be provided to the other Party and reasonable efforts will be used to mitigate the adverse impact of such a situation.

14.3. Responsibility for Taxes. The Clients will be jointly and severally responsible for and will pay any taxes due to any agency arising out of or under this Agreement or the Services and Goods provided except for those taxes levied upon the net income, gross receipts, real, or personal property of INTERA.

14.4. Assignment. Neither this Agreement nor any rights or obligations under this Agreement will be assigned or otherwise transferred by a Party without the prior written consent of the other Party except that INTERA may assign all or a portion of this Agreement to a subcontractor or supplier without the prior written consent of the Clients.

14.5. Waiver. The failure of either Party to exercise any right under this Agreement or to take any action permitted will not be deemed a waiver of any right in the event of a subsequent breach of a like or different nature.

STANDARD TECHNICAL SERVICES AGREEMENT

14.6. Entire Agreement. The terms and conditions set forth in this Agreement are intended by both Parties to constitute the final and complete statement of their agreement with respect to the subject matter of this Agreement, and all prior proposals, communications, negotiations, agreements, understandings and representations relating the subject matter of this Agreement are hereby superseded. No modification or amendment of this Agreement will be effective unless the same is in writing and signed by both Parties.

14.7. Third Party Beneficiaries. Except as expressly provided to the contrary in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

14.8. Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas and venue shall be in a court of competent jurisdiction in Travis County, Texas.

14.9. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, each of which will remain in full force and effect.

14.10. Captions. The Articles and Section captions in this Agreement are for convenience of reference only, do not constitute part of this Agreement and will not be deemed to limit or otherwise affect any of the provisions in the Agreement.

14.11. Construction. The Parties to this Agreement participated jointly in the negotiation and drafting of this Agreement. Therefore, in the event any

ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

14.12. Counterparts. This Agreement may be executed in the original, by facsimile, by e-mail or by electronic signature in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14.13. Professional Materials. INTERA may use these Services and either Client's name in its promotional and professional materials. INTERA will not disclose information that is identified by the Clients as confidential or proprietary according to Article 8.

14.14. Survival. The provisions of Articles 5, 8, 10 and 12 and Sections 14.3, 14.8 and 14.13 of this Agreement will survive the termination or cancellation of this Agreement and the completion of the Scope of Services.

14.15. Attachments. The following attachments are made a part of this Agreement for all purposes:

Attachment A – Scope of Services

Attachment B – Compensation

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Red River Groundwater Conservation District

INTERA Incorporated

By: _____

By: _____

Printed Name: Drew Satterwhite

Printed Name: Neil Deeds

Printed Title: General Manager

Printed Title: Vice President

North Texas Groundwater Conservation District

By: _____

Printed Name: Drew Satterwhite

Printed Title: General Manager

Project ID:

STANDARD TECHNICAL SERVICES AGREEMENT

ATTACHMENT A: SCOPE OF SERVICES

1.0 STATEMENT OF SERVICES, DELIVERABLES AND ESTIMATED COSTS

OVERVIEW

INTERA will develop a web-based water well management system for the Districts named DripDrop (Digital Repository and Interactive Portal for District Records and Operations), which is custom-designed by INTERA to enhance the current data and workflows of the North Texas Groundwater Conservation District and Red River Groundwater Conservation District (the "Districts"). The general technical approach outlined below is based on our experience working with other GCDs and our understanding of the goals of the Districts' water well management system. We identified DripDrop's basic functional requirements during preliminary discussions in our meeting with District staff and incorporated them into the work plan described below. We have selected commonly-used core technologies, such as PostgreSQL, Apache, and Python, so that DripDrop will be reliable over the long term with minimal cost to the Districts. We will only use open source technologies to ensure the Districts will not have to pay license fees. The Districts will also own the software and source code so that maintenance can be transferred to staff or a 3rd party at the Districts' discretion. As requested by the District during preliminary discussions, DripDrop will be hosted through a 3rd party cloud-hosting solution (e.g. Amazon).

DripDrop will be composed of several core components and a collection of application modules. The core components consist of standard low-level technologies: an enterprise geospatial database backend (PostgreSQL) for data storage and retrieval, a geospatial server (Geoserver) for spatial analysis, and a web server (Apache) for serving content to the user. The application modules, which will be designed and built by INTERA to meet the current and future needs of the Districts, consist of web applications for desktop and mobile users. These application modules will facilitate data entry, data evaluation, visualization, and online payments. Based on our meeting with District staff, we have outlined the proposed modules and their functions in the table below.

Proposed application modules and functionality

Core Module

This module will contain many of the core components of the water well management system that are used across other modules. This includes the database of water well and owner information and mapping functionality.

Well Registration

This module will focus on the well registration process for both staff, drillers and well owners/applicants. In addition to standard well registration data, this module will incorporate information from appraisal districts, an online fee payment capability linked to a 3rd party service (e.g. PayPal), calculation of spacing distances in the mapping application and association of wells with aquifer layers in the groundwater availability model. Staff users will be able to view and process well registration applications. Drillers and well owners/applicants will be able to log in and view and/or edit an application.

Meter Readings

The meter reading module will handle the functions of the water well management system related to submission of meter readings by well owners/operators and review and evaluation of water usage by District staff. A key function of this module will be to improve the quality and reliability of submitted meter reading data by performing all conversions within the system (e.g. barrels vs. gallons and meter multipliers). Additional functions that may be incorporated into the module include override functions for District staff, analysis and reporting capabilities for individual well owners and the District, and automatically generated reminders.

Accounting

The accounting module will handle the functions of the district related to fee payments and tracking. This will tie into data from both the well registration and meter reading modules. While this module will not perform all accounting functions of the District, we will integrate this module with Quickbooks to ensure efficient accounting processes.

Field Services

The field services module will be focused on handling the processes of District field staff and the associated data. This module will have both desktop and mobile interfaces. The desktop interface will include functions relating to entering, evaluating and visualizing field data. The mobile interface will focus on field activities such as collection of water level measurements and well inspections. As it will be web-based, the module will work on common mobile platforms such as iOS and Android. Use of mobile devices also allows for taking and storing photos in the field and background location verification through the device's GPS capabilities.

WORK PLAN

Work can be divided into three phases: 1) core system development, 2) user interface (UI) development and application deployment and 3) maintenance. During the first phase, INTERA will develop the basic system and work with District staff to finalize the user interface design. Following a formal progress meeting with District staff, INTERA will develop the application module user interfaces and test and release DripDrop during Phase 2. Once the water well management system is deployed, INTERA will perform routine maintenance at cost as needed during Phase 3. The specific deliverables, schedule, and budget for each phase are outlined below.

The target deployment date is nine (9) months following notice to proceed from the Districts.

PHASE 1

Phase 1 tasks build DripDrop's foundation; INTERA will 1) design and set up the core system, 2) load data currently maintained by the Districts, and 3) develop a design of the user interface in coordination with the Districts. INTERA will also develop and deploy a prototype that demonstrates the core design that the District will review to make final design decisions. INTERA will meet with District staff to review the prototype and finalize the user

STANDARD TECHNICAL SERVICES AGREEMENT

interface design before proceeding to Phase 2. The primary deliverables of this phase are the prototype and detailed functional requirements of each application module.

Task 1: INTERA will perform work needed to establish DripDrop's core functionality. For example, we will create and configure a virtual machine, install the operating system (Ubuntu Linux) and install and develop the basic components that are the foundation for DripDrop's functionality. Components include the data layer (a PostgreSQL relational database with the PostGIS extension), and the server layer: an instance of Geoserver, and Apache web server and Apache TomCat Java application server. We will also install Django, which is a web framework written in Python that facilitates the development of web applications. INTERA will also meet with District staff individually to define formal functional requirements for each application module.

Task 2: INTERA will transfer digital data from the Districts' existing systems into DripDrop's database. We will perform this step at the beginning of the development cycle because a primary District concern is for DripDrop to build upon current services; working with real data during the evaluation of the prototype will help staff better evaluate DripDrop's user interface.

Task 3: INTERA will design the full user interface for each application module, which will be composed of a collection of dynamic web pages that access DripDrop's core system. INTERA will develop a prototype that targets the following District workflows (or as otherwise directed by the District): Core Module, Well Registration, and Well Inspection. INTERA will then meet with the District to review the prototype and finalize the design before proceeding to Phase 2.

PHASE 2

Phase 2 involves the implementation of the user interface designed in Phase 1 across all application modules. INTERA will incorporate feedback from the District's evaluation of the prototype and 1) develop all user interfaces and back-end code for each application module, 2) test and document the system, 3) deploy DripDrop.

Task 1: INTERA will write application code supporting the user interface consistent with the functional requirements developed in Phase 1. In general, this will target three layers: 1) The database (SQL for queries, etc.), 2) the server (Python for scripting actions such as e-mail notifications, etc.), and 3) the web layer (HTML, CSS, and JavaScript for user functionality).

Task 2: INTERA will test and document the system. Where possible, tests will be automated so they can be rerun whenever changes and upgrades are made. Documentation will include a "low-level" programmer's manual that will be useful for technical maintenance and a "high-level" administrator's manual aimed at non-technical staff needing more information than can be obtained from the contextual, in-application help.

Task 3: INTERA will deploy DripDrop. The product is developed as a virtual machine so it may be hosted in the cloud by a third party such as Amazon. INTERA will work with and advise the District regarding pricing options to determine the best deployment strategy. Regardless, the cost of hosting is not expected to exceed an average of \$500 per year. INTERA will also meet with the District to ensure that staff are comfortable with and trained on DripDrop's capabilities and operation.

PHASE 3

While DripDrop is designed to be a stand-alone system, INTERA will provide continued support and maintenance on an hourly basis at the rates shown in Attachment B at the direction of Clients. This includes software upgrades, security patches, and any functionality extensions desired by one or both Districts. We anticipate that this type of regular maintenance will be on the order of \$2,000 per year total for both Districts.

ESTIMATED COSTS

The total cost for DripDrop is \$167,000. Note that this estimate does not include the cost of hosting, but this is not expected to exceed \$500 per year total for both Districts. Primary costs are associated with labor. While INTERA will visit the district on several occasions throughout the project to discuss the design, progress and deliverables, total travel expenses are not expected to exceed \$5,000. This is already incorporated into the estimates shown below and assumes approximately five (5) meetings at Clients office. This can be adjusted to accommodate additional meetings if desired by Clients. The detailed cost schedule is included in the table below.

PHASE	TASK/DESCRIPTION	DELIVERABLE	ESTIMATED DURATION	COST (\$)
1	System Design 1: Install/configure core system 2: Load existing data 3: User Interface Design and Prototype Development	Prototype and Functional Requirements	3 months	\$57,000
2	System Development 1: Develop Application Modules and Underlying Code for DripDrop 2: Testing and Documentation 3: Deployment	DripDrop Water Well Management System	6 months	\$110,000
3	Technical Support			As needed
TOTAL			9 months	\$167,000

STANDARD TECHNICAL SERVICES AGREEMENT

2.0 DESIGNATED REPRESENTATIVES

North Texas Groundwater Conservation District
Red River Groundwater Conservation District

Printed Name: Drew Satterwhite

Address: 5100 Airport Drive
Denison, Texas 75020

Phone: 800.256.0935

Email: drews@gtua.org

INTERA Incorporated

Printed Name: Wade Oliver

Address: 52 Sugar Creek Center Blvd, Suite 375
Sugar Land, Texas 77478

Phone: 281.560.4562

Email: woliver@intera.com

STANDARD TECHNICAL SERVICES AGREEMENT

ATTACHMENT B: COMPENSATION



FY 2017 Billing Rates

Principal Engineer/Scientist I	\$250
Principal Engineer/ Scientist II	\$225
Principal Engineer/ Scientist III	\$210
Sr. Engineer/Scientist I	\$195
Sr. Engineer/Scientist II	\$170
Sr. Engineer/Scientist III	\$150
Sr. Engineer/Scientist IV	\$142
Engineer/Scientist I	\$125
Engineer/Scientist II	\$110
Engineer/Scientist III	\$100
Engineer/Scientist IV	\$90
QA Engineer I	\$200
Sr. CAD/Graphics	\$87
CAD/Graphics	\$76
Sr. Technician	\$105
Technician	\$72
Sr. Project Analyst	\$185
Project Analyst	\$105
Project Associate	\$76
Sr. Technical Editor	\$105
Technical Editor	\$76
IT	\$82
Sr. Computer Programmer	\$220
Computer Programmer I	\$150
Computer Programmer II	\$100
Engineering/Scientist Intern	\$76

Mileage is \$0.535/mile

ATTACHMENT 9

DATE: April 7, 2017

SUBJECT: AGENDA ITEM NO. 9

CONSIDER AND ACT UPON AN INTERLOCAL AGREEMENT WITH RED RIVER GROUNDWATER CONSERVATION DISTRICT FOR JOINT DEVELOPMENT OF A WATER WELL MANAGEMENT SYSTEM

ISSUE

Consideration of an interlocal agreement with Red River Groundwater Conservation District ("RRGCD")

BACKGROUND

Last year, the Board of Directors authorized the staff to begin working with the Geodatabase Committee ("Committee") to develop a Request for Qualifications ("RFQ") in order to solicit firms to build a new geodatabase. The staff and Committee then put together an RFQ and sent it out to known firms along with posting it to the District website and Texas Alliance of Groundwater Districts website. Statement of Qualifications ("SOQ") were received from six (6) firms late last year. The staff and Committee reviewed the SOQs and narrowed the list of firms to interview down to five (5). On January 19, 2017 the staff and Committees, including RRGCD Committee, received presentations from the firms. After hearing presentations from the firms, the staff and Committees then began to review the differences in each of the firms and what they had to offer. The decision was unanimous to select INTERA as the most qualified firm to meet the District's, and RRGCD's, needs.

At the February Board meeting, the Board of Directors received a report from the staff and Committee. The Board subsequently selected INTERA and authorized the staff to begin developing a scope of work and contract.

In order to clarify the relationship and provide protections for both Districts during the development of the new geodatabase, the District's legal counsel recommended entering into an interlocal agreement with RRGCD.

CONSIDERATIONS

The District staff and legal counsel have worked with INTERA to develop the contract and scope of services. The staff believes that all parties have a clear understanding of what is expected.

By entering into this interlocal agreement and participating in the cost sharing of a new geodatabase, the District will receive a substantial cost reduction in the development, hosting, maintenance and any future additions that both Districts desire. The Red River Groundwater Conservation District meets on April 20, 2017 and will consider this agreement at that time.

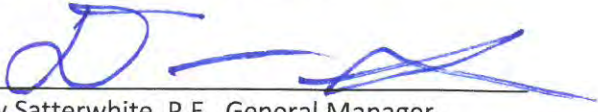
STAFF RECOMMENDATIONS

The staff recommends authorizing the execution of an Interlocal Agreement with Red River Groundwater Conservation District.

ATTACHMENTS

Interlocal Agreement

PREPARED AND SUBMITTED BY:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

Drew Satterwhite, P.E., General Manager

I.
STRUCTURE & SCOPE OF JOINT CONTRACT

1.1 General.

(a) **Recitals.** The above recitals are true and correct, and are incorporated herein for all purposes. All capitalized terms defined and used in the recitals shall have the same meaning throughout this Agreement.

(b) **Individual Geodatabases.** The Parties agree that the purpose of this Agreement is to ensure the most cost-efficient manner of developing a high-quality geodatabase for each Party. Each Party has full control over the development, content, and structure of its individual geodatabase delivered by Consultant. Each Party shall own the contents of and retain the rights to use its respective geodatabase in perpetuity.

(c) **Representative.** The Parties agree that the General Manager for the Districts shall serve as the primary representative and point-of-contact for Consultant throughout development of the geodatabases.

1.2 Structure of Consultant Contract.

(a) **Joint Contract.** The Parties shall jointly enter into a contract with Consultant to effectuate the purposes and intent of this Agreement (the "**Joint Contract**"). The Parties shall individually review and approve the terms, work order, and scope associated with the Joint Contract. The Parties acknowledge and agree that the majority of services performed by Consultant under the Joint Contract will include development of a master water well management system program (the "**Master Program**"), and that each Party's specific geodatabase deliverable will be constructed by loading the Party's existing data into the Master Program.

(b) **Timing of Execution.** The Parties shall approve and execute the Joint Contract with terms consistent with this Agreement either simultaneously with this Agreement, or not later than 90 days after the execution of this Agreement.

II.
PAYMENT AND TERMINATION

2.1 Generally. The Joint Contract shall include terms that all payments made by each Party under the contract shall be from current revenues received, as appropriated by each Party's Board of Directors through each annual budget adopted in accordance with the applicable procedures of each Party.

2.2 Payment for Project.

(a) Consultant shall submit separate invoices in equal amounts to each Party on a monthly basis, unless otherwise provided in this subsection. Each monthly invoice shall cover actual work performed for the previous month, including any reimbursable expenses identified by Consultant in the invoice. In the event a Party requests Consultant to attend a

Board of Directors meeting or otherwise engage in Party-specific work not included in the scope approved in the Joint Contract, the individual Party making such a request shall be invoiced and solely pay for all such Party-specific requests, unless otherwise agreed to by the Parties.

(b) Each Party shall pay Consultant invoices by the due date of each invoice to allow for the orderly and efficient continuance of work by Consultant; provided, however, that a Party may dispute any charges as deemed necessary by a Party according to the terms of the Joint Contract.

(c) The cost-sharing benefits of the Joint Contract arrangement between the Parties and Consultant are conditioned upon the timely payment and cooperation by the Parties. A Party's failure to pay according to the terms of the Joint Contract does not require payment by the other Party of such an overdue balance; provided, however, that a Party's failure to pay according to the terms of the Joint Contract may result in a renegotiation by Consultant with the other Party to cover the overdue balance, or otherwise proceed with the individual geodatabase development for a new price that accounts for only one Party's participation in the future.

2.3 Termination of Joint Contract. The Joint Contract shall allow for termination by either Party with at least a thirty (30) day written notice to Consultant and the other, non-terminating Party. Such a unilateral termination by one Party shall require the terminating Party to pay Consultant its portion of incurred expenses prior to the date of termination, except in the event of a dispute under Section 2.2(b) of this Agreement, and may result in the non-terminating Party renegotiating the terms of and payment for the remainder of its geodatabase development, or terminating in the sole discretion of that Party.

III. GENERAL PROVISIONS

3.1 Effective Date. The effective date of this Agreement shall be the date of last execution by the Parties below (the "*Effective Date*").

3.2 Term. The term of this Agreement shall be for two (2) years from the Effective Date, or upon final delivery and acceptance of the geodatabases by Consultant to each Party, whichever date is earlier (the "*Term*").

3.3 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

3.4 Compliance with Laws. All activities of the Parties under this Agreement and the Joint Contract shall be in compliance with all applicable federal, state and local rules, laws, and regulations.

3.5 Agreement Regarding Remedies. Pursuit of remedies against Consultant by one Party does not automatically require pursuit of the same or any remedies against Consultant by the other Party.

3.6 Authority. This Agreement is made in part under the authority conferred in the

Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Sections 36.057, 36.1086, and 36.207 of the Texas Water Code.

3.7 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and will be construed as if the invalid portion had never been contained herein.

3.8 Assignment. The assignment of this Agreement by a Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations in this Agreement will bind each Party and will apply to and bind any successors or assigns of each Party.

3.9 Third Party Beneficiaries. Except as expressly provided for herein, nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

3.10 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

3.11 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions hereof.

3.12 Relationship of Parties. This Agreement is based upon the active participation of the Parties. Neither the execution nor the delivery of this Agreement shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the interlocal contracting arrangements specifically set forth in this Agreement. No Party shall have any power to assume or create any obligation on behalf of the other Party.

3.13 Amendments. Any amendment of this Agreement must be in writing and will be effective only if signed by the authorized representatives of the Parties.

3.14 Applicable Law. This Agreement will be construed in accordance with Texas laws.

3.15 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

North Texas Groundwater Conservation District:

North Texas GCD
Attn: Board of Directors
P.O. Box 508
Gainesville, TX 76241

Telephone: (855) 426-4433
Facsimile: (903) 786-8211

Red River Groundwater Conservation District:

Red River GCD
Attn: Board of Directors
P.O. Box 1214
Sherman, TX 75091
Telephone: (800) 256-0935
Facsimile: (903) 786-8211

3.16 Counterparts; Effect of Partial Execution. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

3.17 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

(Signature Pages Follow)

ATTACHMENT 10



AGENDA COMMUNICATION

DATE: April 7, 2017

SUBJECT: AGENDA ITEM NO. 10

CONSIDER AND ACT UPON AUTHORIZING THE PURCHASE OF WELL CAPS FOR THE DISTRICT

ISSUE

Consideration of purchasing well caps for the District's Field Technicians to carry in the truck.

BACKGROUND

On occasion, the District Field Technicians will see wells that have the equipment removed and do not have a cap installed. The District staff wanted to get the Board to consider authorizing the purchase of standard size caps so that the Field Technicians can attempt to remedy these uncapped wells while they are on location. If the Field Technicians had an assortment of caps in the truck, they could try to make contact with the landowner while on site and offer to assist placing a cap on the well. We would then get GPS coordinates of the well and log into our database as a capped well so that we could follow up on these wells at the time the District was ready to undertake well camera program to determine the well casing conditions.

The District's current rules on capping are as follows: *The District requires wells to be capped under certain conditions to prevent waste, prevent pollution, or prevent further deterioration of well casing. The well must remain capped until such a time as the condition that led to the capping requirement is eliminated or repaired. A well must be capped in accordance with this rule if the well pump equipment is removed from a well with the intention of re-equipping the well at a later date for future use; provided, however that the casing is not in a deteriorated condition that could result in the commingling of water strata and degradation of water quality, in which case the well must be plugged or repaired in accordance with this rule. The cap must be capable of sustaining a weight of at least 400 pounds when installed on the well and must be constructed in such a way that the covering cannot be easily removed by hand.*

A proposed inventory with associated costs can be found in the tables below:

PVC Sch. 40 Caps				Flexible PVC Cap Fittings			
Qty.	Size	Price per.	Total	Qty.	Size	Price per.	Total
2	3"	\$4.00	\$8.00	2	3"	\$5.00	\$10.00
2	4"	\$9.00	\$18.00	2	4"	\$5.00	\$10.00
2	6"	\$35.00	\$70.00	2	5"	\$8.00	\$16.00
1	8"	\$70.00	\$70.00	2	6"	\$7.00	\$14.00
			\$166.00				\$50.00

CONSIDERATIONS

The District staff believes this measure would help protect the aquifers by preventing surface contamination as well as deterioration of well casings. By having caps to provide to well owners onsite, this may save a considerable amount of administrative time spent informing the well owners of this requirement such as researching property owner, contact information and the subsequent letters and follow-up that would normally take place in this instance.

STAFF RECOMMENDATIONS

The staff recommends authorizing the purchase of an assortment of well caps.

PREPARED AND SUBMITTED BY:



Drew Satterwhite, P.E., General Manager

ATTACHMENT 12

North Texas Groundwater Conservation District

Well Registration Summary
As of March-31-2017

Well Type	Total Registered			Total NTGCD	New Registrations since Feb-28-2017
	Collin County	Cooke County	Denton County		
Agriculture	6	11	34	51	0
Commercial / Small Business	6	8	23	37	2
Domestic Use (household / lawn watering at residence)	61	283	474	822	16
Filling a pond or other surface impoundment**	36	15	47	100	0
Golf course irrigation	15	2	22	39	0
Industrial / Manufacturing	6	9	4	20	0
Irrigation	65	5	130	201	2
Leachate	0	0	0	0	0
Livestock Watering	6	51	33	90	2
Monitoring	0	0	0	0	0
Municipal / Public Water System	34	70	212	318	0
Other	10	6	25	41	0
Piezometer	0	0	0	0	0
Poultry	0	0	0	0	0
Solely to supply water for rig actively***	1	1	7	9	0
Supplying water for oil or gas production*	0	5	53	59	0
Not Specified	12	11	32	56	0
SUM	258	477	1096	1843	22

ADJOURN