

**RED RIVER  
GROUNDWATER  
CONSERVATION  
DISTRICT**

**PERMIT HEARING AND  
BOARD MEETING**

Join by computer, tablet or smartphone at the following link:  
<https://global.gotomeeting.com/join/461830901>

**or**

Join by phone 872-240-3212 with access code: 461-830-901

**THURSDAY  
MARCH 18, 2021**

NOTICE OF PUBLIC MEETING  
OF THE  
BOARD OF DIRECTORS OF THE  
**RED RIVER GROUNDWATER CONSERVATION DISTRICT**  
**Thursday, March 18, 2021 at 10:00 a.m.**

**REMOTE ACCESS AVAILABLE AT:**

Join by computer, tablet or smartphone at the following link:  
<https://global.gotomeeting.com/join/461830901>

**or**

Join by phone 872-240-3212 with access code: 461-830-901

Notice is hereby given that, in accordance with Governor Abbott's March 16, 2020, action to temporarily suspend certain provisions of the Texas Open Meetings Act, a quorum of the Board of Directors of the Red River Groundwater Conservation District ("District") will hold a permit hearing and a Board meeting via telephone and video conference call beginning at 10:00 a.m. on Thursday, March 18, 2021. Any member of the public who wishes to participate remotely may do so through the remote access options provided above.

**Permit Hearing**

The Permit Hearing will begin at 10:00 a.m.

Notice is hereby given that the Board of Directors of the Red River Groundwater Conservation District ("District") will conduct a permit hearing on the following Production Permit Applications:

**Agenda:**

1. Call to Order; establish quorum; declare hearing open to the public; introduction of Board.
2. Review the Production Permit Applications of:

**Applicant:** Anani LLC, 10361 Bickham Road, Dallas, TX 75220

**Location of Well:** 873 Wall Street, Gunter, TX 75058; Latitude: 33.4703573°N Longitude: 96.7836184°W; about 1 mile north of the intersection of FM 121 and Wall Street and about 1,200 feet west of Wall Street

**Purpose of Use:** Concrete Batch Plant; Industrial Use

**Requested Amount of Use:** 7,000,000 gallons per year

**Production Capacity of Well:** 50 gallons per minute

**Aquifer:** Woodbine Aquifer

3. Public Comment on the Production Permit Applications (verbal comments limited to three (3) minutes each).

4. Consider and act upon the Production Permit Applications, including designation of parties and/or granting or denying the Production Permit Applications in whole or in part, as applicable.
5. Adjourn or continue permit hearing.

### **Board Meeting**

The regular Board Meeting will begin upon adjournment of the above noticed Permit Hearing.

Notice is hereby given that the Board of Directors of the Red River 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 Minutes of January 21, 2021, Board Meeting.
  5. Budget and Finance.
    - a. Review and approval of monthly invoices.
    - b. Receive monthly financial information.
  6. Update and possible action regarding the process for the development of Desired Future Conditions (DFC).
  7. Discussion and possible action on authorizing the execution of a Master Technical Services Agreement with INTERA for continued maintenance and development of the District's database.
  8. Consider and act upon compliance and enforcement activities for violations of District Rules.
  9. General Manager's report: The General Manager will update the Board on operational, educational and other activities of the District.
    - a. Well Registration Summary
    - b. Update on Injection/Disposal Well Monitoring Program
    - c. Legislative Update
  10. Open forum / discussion of new business for future meeting agendas.
  11. Adjourn.
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<sup>1</sup>*The Board may vote and/or act upon each of the items listed in this agenda.*

<sup>2</sup>*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 Red River 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.*

<sup>3</sup>*Persons with disabilities who plan to attend this meeting, and who may need assistance, are requested to contact Velma Starks at (800) 256-0935 two (2) working days prior to the meeting, so that appropriate arrangements can be made.*

<sup>4</sup>*For questions regarding this notice, please contact Velma Starks at (800) 256-0935, at [rrgcd@redrivergcd.org](mailto:rrgcd@redrivergcd.org) or at 5100 Airport Drive, Denison, TX 75020.*

ATTACHMENT 4

**MINUTES OF THE BOARD OF DIRECTORS' BOARD MEETING  
RED RIVER GROUNDWATER CONSERVATION DISTRICT**

**Thursday, January 21, 2021**

**IN-PERSON MEETING LOCATION:  
Greater Texoma Utility Authority Board Room  
5100 Airport Drive  
Denison, Texas 75020**

**REMOTE ACCESS ALSO AVAILABLE AT:**  
Join by computer, tablet or smartphone at the following link:  
<https://global.gotomeeting.com/join/552727909>

**or**

Join by phone 646-749-3122 with access code: 552-727-909

Notice is hereby given that, in accordance with Governor Abbott's March 16, 2020, action to temporarily suspend certain provisions of the Texas Open Meetings Act, a quorum of the Board of Directors of the Red River Groundwater Conservation District ("District") will hold public hearings and a Board meeting in-person and via telephone and video conference call beginning at 10:00 a.m. on Thursday, January 21, 2021. Please note for in-person attendance that the Board meeting location can only accommodate a limited number of attendees in order to comply with the Governor's proclamation related to in-person gatherings, and that remote access may be required in the event the capacity limitations are reached. Public comment can be provided whether participating in-person or remotely

Members Present: Chuck Dodd, David Gattis, Mark Gibson, Harold Latham, Mark Newhouse, Billy Stephens and Mark Patterson

Members Absent:

Staff: Drew Satterwhite, Allen Burkes, Paul Sigle, Wayne Parkman, Debi Atkins, Theda Anderson, and Nichole Sims

Visitors: Kristen Fancher, Fancher Legal  
James Beach, WSP

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**Permit Hearing**

1. Call to Order; establish quorum; declare hearing open to the public; introduction of Board.

Board President Mark Patterson called the hearing to order at 10:01 a.m., established that a quorum was present, and declared the meeting open to the public.

2. Review the Production Permit Applications of:

**Applicant:** Buena Vista Turf Farm; 330 Oaks Trail, Ste 100, Garland, TX 75043

**Location of Well:** 1664 CR 2225, Ivanhoe, TX 75447; Latitude: 33.715455°N Longitude: 96.119567°W; about 325 feet west on CR 2225 from the intersection of CR 2220 and CR 2225 and about 75 feet south of CR 2225

**Purpose of Use:** Agriculture (Sod production)

**Requested Amount of Use:** 35,214,000 gallons per year (Total: 70,000,000 gallon per year; Historic Use: 34,786,000)

**Production Capacity of Well:** 150 gallons per minute

**Aquifer:** River Alluvium

General Manager Drew Satterwhite reviewed the permit application with the Board. Discussion was held. Board Member Chuck Dodd made the motion to grant the application. Board Member Billy Stephens seconded the motion. Motion passed unanimously.

**Applicant:** David Walter; PO Box 84, Gordonville, TX 76245

**Location of Well:** 766 Deer Creek, Sadler, TX 76264; Latitude: 33.766106°N Longitude: 96.835811°W; about 350 feet northeast of the end of Deer Creek Drive

**Purpose of Use:** Pond(s)/Surface Impoundment(s), Livestock, and Wildlife Management

**Requested Amount of Use:** 5,710,000 gallons per year

**Production Capacity of Well:** 180 gallons per minute

**Aquifer:** Woodbine Aquifer

General Manager Drew Satterwhite reviewed the permit application with the Board. Discussion was held. Board Member Mark Newhouse made the motion to grant the application. Board Member David Gattis seconded the motion. Motion passed unanimously.

**Applicant:** Porter Green; 7000 Parkwood Blvd, Suite E200, Frisco, TX 75034

**Location of Wells:** 471 Hanna Drive, Denison, TX 75020; Well RR-4282: Latitude: 33.84762°N Longitude: 96.63435°W; about 750 feet north on Hanna Drive from the intersection of Hanna Drive and Alexander Drive and about 50 feet west of Hanna Drive; Well RR-4686: Latitude: 33.8465°N Longitude: 96.63605°W; about 325 feet north on Hanna Drive from the intersection of Hanna Drive and Alexander Drive and about 550 feet west of Hanna Drive

**Purpose of Use:** Pond(s)/Surface Impoundment(s)

**Requested Amount of Use:** 1,240,000 gallons per year

**Production Capacity of Wells:** Well RR-4282: 16 gallons per minute; Well RR-4686: 30 gallons per minute

**Aquifer:** Trinity (Antlers) Aquifer

General Manager Drew Satterwhite reviewed the production permit application with the Board. Discussion was held. Board Member David Gattis made the motion to grant the application. Board Member Billy Stephens seconded the motion. Motion passed unanimously.

3. Public Comment on the Production Permit Applications (verbal comments limited to three (3) minutes each).

There were no public comments.

4. Consider and act upon the Production Permit Applications, including designation of parties and/or granting or denying the Production Permit Applications in whole or in part, as applicable.

Applications were granted individually.

5. Adjourn or continue permit hearing.

President Mark Patterson declared the permit hearing adjourned at 10:22 a.m.

### **Public Meeting on Proposed Desired Future Conditions**

#### **Agenda:**

1. Call to Order; establish quorum; declare meeting open to the public; introduction of Board.

Board President Mark Patterson called the hearing to order at 10:22 a.m., established that a quorum was present, and declared the meeting open to the public.

2. Review of Desired Future Conditions applicable to the District.

James Beach provided WSP presentation given at GMA 8 October 27, 2020 meeting. Reviewed what had been discussed at GMA 8 meeting. Discussion was held.

3. Public Comment on District Desired Future Conditions (verbal comments limited to three (3) minutes each).

There were no public comments.

4. Consider and act upon moving forward with the proposed Desired Future Conditions applicable to the District, including preparing the summary report and coordinating with Groundwater Management Area 8 as required by the Chapter 36 of the Texas Water Code.

No action taken.

President Mark Patterson declared the public hearing adjourned at 11:08 a.m.

### **Board Meeting**

1. Pledge of Allegiance and Invocation.

Board President Mark Patterson led the group in the Pledge of Allegiance. Board Member Chuck Dodd offered the invocation for the group.



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

Board President Mark Patterson called the meeting to order at 11:08 a.m., established a quorum was present, and declared the meeting open to the public.

3. Public Comment.

There were no public comments.

4. Consider and act upon approval of Minutes of December 17, 2020, Board Meeting.

Board Member David Gattis made a motion to approve the minutes of the December 17, 2020 meeting. The motion was seconded by Board Member Billy Stephens. The motion passed unanimously.

5. Budget and Finance.

- a. Review and approval of monthly invoices.

General Manager Drew Satterwhite reviewed the monthly invoices with the Board. Board Member David Gattis made a motion to approve the monthly invoices. Board Member Chuck Dodd seconded the motion. The motion passed unanimously.

- b. Receive monthly financial information.

General Manager Drew Satterwhite reviewed the District's monthly financial information with the Board. Discussion was held.

- c. Receive Quarterly Investment Report.

General Manager Drew Satterwhite reviewed the Quarterly Investment Report with the Board.

- d. Receive Quarterly Report on Management Plan.

General Manager Drew Satterwhite reviewed the Quarterly Report on the Management Plan with the Board.

6. Discussion and possible action on District's Drought Contingency Plan.

General Manager Drew Satterwhite reviewed the District's Drought Contingency Plan. Discussion was held.

Board Member David Gattis made the motion to adopt the District's Drought Contingency Plan with change on section 2 to add "voluntary". Board Member Mark Newhouse seconded the motion. Motion passed unanimously.

7. Update and possible action on E-Merchant services for payment of invoices.

General Manager Drew Satterwhite provided background information. The staff ran into issues setting this E-Merchant service up as Quickbooks would not approve our tax-exemption status without an IRS letter stating our tax-exemption status. Subsequently, we looked at other options through QuickBooks and settled on using Chase Bank through webpay.com. Board Member Mark Newhouse made the motion to authorize the use of Chase Bank for E-Merchant services. Board Member Chuck Dodd seconded the motion. Motion passed unanimously.

8. Discussion and possible action on the District's Hydrogeology Firm.

a. Statement of Qualifications and Selection

Board President Mark Patterson reminded the Board to only consider qualifications. General Manager Drew Satterwhite provided background information. James Beach has started a new firm (Advanced Groundwater Solutions, LLC) with John Nelson. Discussion was held. Board Member Mark Newhouse made the motion to go with James Beach, Advanced Groundwater Solutions, LLC. Board Member Chuck Dodd seconded the motion. Motion passed unanimously.

b. Proposal and Contract

General Manger Drew Satterwhite provided the background information. Kristen Fancher, legal counsel, discussed contract information. Discussion was held. Board Member David Gattis made the motion that after final review by Board President Mark Patterson that he is authorized to sign contract. Board Member Mark Newhouse seconded the motion. Motion passed unanimously.

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

GMA 8 appointed Drew Satterwhite, Dirk Aaron, and Joe Cooper as a committee to meet regarding GMA 8's Hydrogeology Firm consultant. GMA 8 next meeting is currently set for June.

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

a. Porter Green

Drew Satterwhite informed Board Porter Green has done required work, permit was approved. No action at this time, they are in compliance. Discussion was held.

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

a. Well Registration Summary

General Manager Drew Satterwhite reviewed the well registration summary with the Board.

- b. Update on Injection/Disposal Well Monitoring Program
  - i. Protest of XTO application to amend permit

Kristen Fancher, legal counsel, reported that XTO performed tests as the District requested. Due to the satisfactory results from the test, it is recommended that the protest be dropped. Board Member David Gattis made the motion to drop the protest. Board Member Mark Newhouse seconded the motion. Motion passed unanimously.

- c. Water Level Monitoring Device

General Manager Drew Satterwhite informed the Board that North Texas GCD agreed to purchase the device.

- d. Update on TAGD Amicus Brief

General Manager Drew Satterwhite informed the Board that North Texas GCD agreed to same contribution as Red River GCD. Kristen Fancher, legal counsel, will keep Board updated on case.

- e. Update on Texas Water Development Board draft rules and District comments

Kristen Fancher, legal counsel, reported that TWDB addressed Board's comments and updated their rules.

- f. Database update

General Manager Drew Satterwhite informed the Board that we went live with database. We are nearing the close out of the construction contract and moving into the maintenance phase of the contract.

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

Next meeting Thursday, Feb. 18, 10 a.m.

- 13. Adjourn.

Board President Mark Patterson declared the meeting adjourned at 12:08 a.m.

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Recording Secretary

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Secretary-Treasurer

ATTACHMENT 5 a.

RESOLUTION NO. 2021-02-18

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE RED RIVER GROUNDWATER CONSERVATION DISTRICT AUTHORIZING PAYMENT OF ACCRUED LIABILITIES FOR THE MONTH OF JANUARY

The following liabilities are hereby presented for payment:

<u>Administrative Services</u>	<u>Amount</u>
GTUA - January	19,989.77
<u>Insurance</u>	
Bayless-Hall - Public Official bond renewal for FY 2021	315.00
<u>Legal</u>	
Fancher Law - BOD general legal services for January	3,983.45
<u>Software Maintenance</u>	
Intera Inc. - Final payment for new well management system	4,170.47
<b>GRAND TOTAL:</b>	<b>\$ <u>28,458.69</u></b>

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RED RIVER GROUNDWATER CONSERVATION DISTRICT THAT the Secretary-Treasurer is hereby authorized to make payments in the amounts listed above.

On motion of \_\_\_\_\_ and seconded by:

\_\_\_\_\_, the foregoing Resolution was passed and approved on this, the 18th day of February 2021

by the following vote:

AYE:  
NAY:

At a meeting of the Board of Directors of the Red River Groundwater Conservation District.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

RESOLUTION NO. 2021-03-18

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE RED RIVER GROUNDWATER  
CONSERVATION DISTRICT AUTHORIZING PAYMENT OF ACCRUED LIABILITIES FOR THE MONTH  
OF FEBRUARY

The following liabilities are hereby presented for payment:

<u>Administrative Services</u>	<u>Amount</u>
GTUA - February	21,308.67
<u>Advertising</u>	
Herald Democrat - Public notice hearing	218.89
<u>Direct Costs</u>	
NexTraq - GPS tracking for March	39.95
US Postal Service - Post Office Box renewal 2021	342.00
<u>Legal</u>	
Fancher Law - BOD general legal services for February	1,353.45
<b>GRAND TOTAL:</b>	<b>\$ <u>23,262.96</u></b>

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RED RIVER  
GROUNDWATER CONSERVATION DISTRICT THAT the Secretary-Treasurer is hereby authorized to  
make payments in the amounts listed above.

On motion of \_\_\_\_\_ and seconded by:

\_\_\_\_\_, the foregoing Resolution was passed and approved on this, the 18th day of March 2021

by the following vote:

AYE:  
NAY:

At a meeting of the Board of Directors of the Red River Groundwater Conservation District.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

ATTACHMENT 5 b.

# RED RIVER GROUNDWATER

## Balance Sheet

As of January 31, 2021

### ASSETS

#### Current Assets

##### Checking/Savings

10001 CASH-First United	201,772.70
10025 A/R CONSUMPTION	80,471.45
10026 A/R Texas Rain Holding Co	2,600.00
10230 A/R Violation Fees	500.00
10101 ALLOWANCE FOR UNCOLLECT	-1,530.00
10010 INVESTMENTS	260,000.00
10230 PP EXPENSES	1,605.00

**TOTAL ASSETS** 545,419.15

### LIABILITIES & EQUITY

#### Liabilities

##### Current Liabilities

##### Accounts Payable

23100 ACCOUNTS PAYABLE	0.00
23150 DRILLERS DEPOSIT LIAB	14,100.00

**Total Other Current Liabilities** 14,100.00

**Total Current Liabilities** 14,100.00

**Total Liabilities** 14,100.00

#### Equity

35100 RETAINED EARNINGS	555,539.32
Net Income	-24,220.17

**Total Equity** 531,319.15

**TOTAL LIABILITIES & EQUITY** 545,419.15



**RED RIVER GROUNDWATER**  
**Profit & Loss Budget vs. Actual**  
**January 31, 2021**

	<u>Current Actual</u>	<u>Current Budget</u>	<u>YTD Actual</u>	<u>Total Budget</u>	<u>% of Budget Remaining</u>
<b>Income</b>					
46002 GW PRODUCTION	0.00	0.00	0.00	310,400.00	100.00%
46005 LATE FEES	0.00	0.00	0.00	0.00	0.00%
46006 VIOLATION FEES	0.00	0.00	0.00	0.00	0.00%
46015 REGISTRATION FEES	400.00	833.00	400.00	10,000.00	96.00%
46020 PERMITTING FEES	600.00	0.00	600.00	0.00	0.00%
46100 INTEREST INCOME	0.00	0.00	0.00	1,000.00	100.00%
<b>Total Income</b>	<u>1,000.00</u>	<u>833.00</u>	<u>1,000.00</u>	<u>321,400.00</u>	<u>99.69%</u>
<b>Gross Profit</b>	1,000.00	833.00	1,000.00	321,400.00	
<b>Expense</b>					
77010 ADMINISTRATIVE COST	9,471.75	8,750.00	9,471.75	105,000.00	90.98%
77020 ADVERTISING	0.00	60.00	0.00	700.00	100.00%
77027 AUDITING	0.00	0.00	0.00	4,995.50	100.00%
77031 BANKING FEES	0.00	0.00	0.00	100.00	100.00%
77032 CONTRACT SERVICES	600.00	2,500.00	600.00	30,000.00	98.00%
77035 FIELD TECH	5,248.00	6,250.00	5,248.00	75,000.00	93.00%
77040 DIRECT COST	378.32	460.00	378.32	5,500.00	93.12%
77045 FIELD PERMITTING SPECIAL	2,808.00	2,900.00	2,808.00	35,000.00	91.98%
77450 DUES & SUBSCRIPTIONS	0.00	150.00	0.00	1,798.00	100.00%
77480 EQUIPMENT	0.00	170.00	0.00	2,000.00	100.00%
77500 FEES-GMA8	0.00	0.00	0.00	3,181.82	100.00%
77810 INSURANCE AND BONDING	607.00	820.00	607.00	6,371.00	90.47%
77855 INTERNET FEES	1,073.33	375.00	1,073.33	4,500.00	76.15%
77970 LEGAL	3,983.45	2,900.00	3,983.45	35,000.00	88.62%
78010 MEETINGS AND CONFEREN	163.51	433.00	163.51	5,200.00	96.86%
78310 RENT	200.00	200.00	200.00	2,400.00	91.67%
78600 SOFTWARE MAINTENANCE	255.82	1,250.00	255.82	15,000.00	98.29%
78750 TELEPHONE	413.31	208.00	413.31	2,500.00	83.47%
78770 - TRANSPORTATION	17.68	292.00	17.68	3,500.00	99.49%
<b>Total Expense</b>	<u>25,220.17</u>	<u>27,718.00</u>	<u>25,220.17</u>	<u>337,746.32</u>	<u>92.53%</u>
<b>Net Income</b>	<u><u>-24,220.17</u></u>	<u><u>-26,885.00</u></u>	<u><u>-24,220.17</u></u>	<u><u>-16,346.32</u></u>	

# RED RIVER GROUNDWATER

## Balance Sheet

As of February 28, 2021

### ASSETS

#### Current Assets

##### Checking/Savings

10001 CASH-First United	295,825.53
10025 A/R CONSUMPTION	61,809.34
10026 A/R Texas Rain Holding Co	2,600.00
10230 A/R Violation Fees	500.00
10101 ALLOWANCE FOR UNCOLLECT	-1,530.00
10010 INVESTMENTS	160,000.00
10230 PP EXPENSES	1,284.00

**TOTAL ASSETS** 520,488.87

### LIABILITIES & EQUITY

#### Liabilities

##### Current Liabilities

##### Accounts Payable

23100 ACCOUNTS PAYABLE	218.89
23150 DRILLERS DEPOSIT LIAB	14,500.00

**Total Other Current Liabilities** 14,718.89

**Total Current Liabilities** 14,718.89

**Total Liabilities** 14,718.89

#### Equity

35100 RETAINED EARNINGS	555,737.05
Net Income	-49,967.07

**Total Equity** 505,769.98

**TOTAL LIABILITIES & EQUITY** 520,488.87

**RED RIVER GROUNDWATER**  
**Profit & Loss Budget vs. Actual**  
February 28, 2021

	<u>Current Actual</u>	<u>Current Budget</u>	<u>YTD Actual</u>	<u>Total Budget</u>	<u>% of Budget Remaining</u>
<b>Income</b>					
46002 GW PRODUCTION	0.00	0.00	0.00	310,400.00	100.00%
46005 LATE FEES	0.00	0.00	0.00	0.00	0.00%
46006 VIOLATION FEES	0.00	0.00	0.00	0.00	0.00%
46015 REGISTRATION FEES	100.00	833.00	500.00	10,000.00	95.00%
46020 PERMITTING FEES	600.00	0.00	1,200.00	0.00	0.00%
46100 INTEREST INCOME	1,622.53	0.00	1,622.53	1,000.00	-62.25%
<b>Total Income</b>	<u>2,322.53</u>	<u>833.00</u>	<u>3,322.53</u>	<u>321,400.00</u>	<u>98.97%</u>
<b>Gross Profit</b>	2,322.53	833.00	3,322.53	321,400.00	
<b>Expense</b>					
77010 ADMINISTRATIVE COST	8,022.25	8,750.00	17,494.00	105,000.00	83.34%
77020 ADVERTISING	0.00	60.00	222.89	700.00	68.16%
77027 AUDITING	0.00	0.00	0.00	4,995.50	100.00%
77031 BANKING FEES	0.00	0.00	0.00	100.00	100.00%
77032 CONTRACT SERVICES	0.00	2,500.00	600.00	30,000.00	98.00%
77035 FIELD TECH	6,683.00	6,250.00	11,931.00	75,000.00	84.09%
77040 DIRECT COST	487.47	460.00	861.79	5,500.00	84.33%
77045 FIELD PERMITTING SPECIAL	3,484.00	2,900.00	6,292.00	35,000.00	82.02%
77450 DUES & SUBSCRIPTIONS	0.00	150.00	0.00	1,798.00	100.00%
77480 EQUIPMENT	1,230.47	170.00	1,230.47	2,000.00	38.48%
77500 FEES-GMA8	0.00	0.00	0.00	3,181.82	100.00%
77810 INSURANCE AND BONDING	636.00	820.00	1,243.00	6,371.00	80.49%
77855 INTERNET FEES	0.00	375.00	1,073.33	4,500.00	76.15%
77970 LEGAL	1,353.45	2,900.00	5,336.90	35,000.00	84.75%
78010 MEETINGS AND CONFEREN	159.51	433.00	323.02	5,200.00	93.79%
78310 RENT	200.00	200.00	400.00	2,400.00	83.33%
78600 SOFTWARE MAINTENANCE	5,547.37	1,250.00	5,803.19	15,000.00	61.31%
78750 TELEPHONE	37.50	208.00	450.81	2,500.00	81.97%
78770 - TRANSPORTATION	9.52	292.00	27.20	3,500.00	99.22%
<b>Total Expense</b>	<u>27,850.54</u>	<u>27,718.00</u>	<u>53,289.60</u>	<u>337,746.32</u>	<u>84.22%</u>
<b>Net Income</b>	<u><u>-25,528.01</u></u>	<u><u>-26,885.00</u></u>	<u><u>-49,967.07</u></u>	<u><u>-16,346.32</u></u>	

ATTACHMENT 7



# RED RIVER GROUNDWATER CONSERVATION DISTRICT AGENDA COMMUNICATION

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**DATE:** February 11, 2021

**SUBJECT:** AGENDA ITEM NO. 7

## DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING THE EXECUTION OF A MASTER TECHNICAL SERVICES AGREEMENT WITH INTERA FOR CONTINUED MAINTENANCE AND DEVELOPMENT OF THE DISTRICT'S DATABASE.

### ISSUE

The construction on the database is now complete and we are now in need of a Master Technical Services Agreement with INTERA for continued maintenance and development of the District's database.

### BACKGROUND

In 2017, the District entered into contract with INTERA to construct a new database for the District. This was a joint venture with the Red River GCD which enabled a 50/50 cost share on the initial build as well as continual maintenance and hosting costs.

The database, DripDrop, was rolled out to the public in late 2020. Now that the database build is complete, we need to enter into a service contract to continue to maintain and make improvements to the system.

### CONSIDERATIONS

The contract would cover maintenance items such as updating CAD layers, maps, etc. The improvements would largely consist of minor revisions to the database to make it easier to navigate as well as more useful for data consumption.

The staff is of the opinion that the new database was needed in part because the old database was not continually improved. This allowed our old database to get so far out of date that it made sense to start over completely. The District, and North Texas GCD, have budgeted for improvements and the staff intends to manage these funds prudently by continuously evaluating priority improvements to the system.

The District's legal counsel, Kristen Fancher, has reviewed the proposed agreement.

### STAFF RECOMMENDATIONS

The staff recommends authorizing the execution of the agreement with INTERA to provide technical services on the District's database.

### ATTACHMENTS

Proposed Master Technical Services Agreement

### PREPARED AND SUBMITTED BY:

A handwritten signature in black ink, appearing to read "Drew Satterwhite", written over a horizontal line.

Drew Satterwhite, P.E., General Manager

# MASTER TECHNICAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made as of 1 January 2021 by **INTERA Incorporated**, ("INTERA") a Texas Corporation, and **Enter Client Name.**, ("Client") **Click to enter a/an + the State Name. Choose an item or enter text.** Individually, INTERA and Client are sometimes referred to as a Party and collectively as Parties.

WHEREAS, Client desires 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, Client also desires 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**

Client desires INTERA to perform the Services and provide the Goods described in the applicable Work Order(s).

## **ARTICLE 2. TERM**

The term of this Agreement will commence on 1 January 2021 and will continue until 31 December 2024 unless sooner terminated as provided in this Agreement.

## **ARTICLE 3. INVOICING AND PAYMENT**

For performance of the Services, Client will pay INTERA the compensation specified in each Work Order. This compensation will be invoiced to Client at monthly intervals along with reimbursables and will be due and payable within 30 days following the date of the invoice. In the event that part of an invoice is in dispute, Client agrees to pay the undisputed portion of the invoice according to the payment terms hereunder. If for any reason Client fails to pay INTERA in full within 30 days from the date of an invoice, 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 Client fails to pay INTERA in full within 60 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 Client, (ii) terminate this Agreement and any or all Work Orders and/or (iii) engage debt collection services/commence legal proceedings for the collection of unpaid and undisputed invoiced amounts. INTERA shall be entitled to recover, to the extent allowed by law, its costs and expenses, including reasonable attorney's fees, incurred in connection with all actions taken to obtain or enforce payment by Client of Client's obligations under this Agreement. Payment information is included on INTERA's invoice to Client.

## **ARTICLE 4. REPRESENTATIVES**

INTERA will cooperate with the Client and be subject to the direction and control of Client's designated representative. Client will designate a representative who will be the authorized representative of Client 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 Client's 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 and each Work Order. Each party may designate a different representative for each Work Order or one representative for all Work Orders.

## **ARTICLE 5. RECORDS**

For a period of one year after completion of each Work Order under this Agreement, INTERA will, upon written request of the Client, 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 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 under each Work Order.

## **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 a Work Order 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. Client 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. INTERA will have the full title and all rights in and to (including the sole right to obtain patents on) any inventions made or conceived as a result of the performance of the Services. INTERA hereby grants to Client a royalty-free, nonexclusive license for Client to make, have made and use any such invention made or conceived as a result of the performance of the Services or supply of the Goods. All computer programs, applications, methods, mechanized design practices, layouts, and systems developed by INTERA during the term of an applicable Work Order or owned by INTERA on the effective date of this Agreement, will remain the exclusive property of INTERA. Except as otherwise provided in this Article 8, all reports, data, drawings, plans, specifications and other items delivered by INTERA (hereinafter referred to as "Reports") to Client under a Work Order will become the property of Client; however, INTERA is entitled to retain a file copy and utilize such Reports and the material in those Reports in the scope of INTERA's work and/or services for itself and others.

8.4. Report Reuse. Reports delivered by INTERA under a Work Order issued under this Agreement are not intended or represented to be suitable for reuse by Client of others for purposes other than those described in that Work Order, nor are they intended to be used by Client in other materials other than in their complete form. Any such reuse without written verification or modification by INTERA will be at Client's sole risk and without liability or legal exposure to INTERA, and Client shall indemnify and hold harmless INTERA from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

## **ARTICLE 9. TERMINATION**

9.1. Client's Right to Terminate. Client may terminate i) one or more Work Orders or ii) this Agreement and All Work Orders upon 30 days prior written notice to INTERA, but such termination will not relieve Client of its 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.

9.2. INTERA's Right to Terminate. INTERA may terminate i) one or

## MASTER TECHNICAL SERVICES AGREEMENT

more Work Orders or ii) this Agreement and All Work Orders upon 30 days prior written notice to Client, but such termination will not relieve INTERA of its obligation to provide Client 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 Client. INTERA will indemnify and hold harmless Client, its officers, employees, agents and agents (the "Client Indemnified Parties") from losses (including, but not limited to, reasonable 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. Client will indemnify and hold harmless INTERA, its officers, employees, agents, subcontractors and suppliers (the "INTERA Indemnified Parties") from losses (including, but not limited to reasonable 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 Client, 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, any Work Order or the performance of the Services or supply of Goods under this Agreement and any Work Order, will in no case exceed the compensation paid to INTERA by Client for the Services under the applicable Work Order.

### **ARTICLE 11. INSURANCE**

11.1. Insurance Coverage. Prior to commencing with the Services and at all times during the term of a Work Order, 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 or a Work Order 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 or a Work Order, 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 Client agrees 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 or Work Order 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  
9600 Great Hills Trail, Suite 300W  
Austin, TX 78759  
Telephone: 512.425.2000  
Email: psalter@intera.com

If to Client: [Click to enter Client Name.](#)  
  
Attn: [Click to enter Contact Name.](#)  
  
[Click to enter address 1.](#)  
[Click to enter address 2.](#)  
  
Telephone: [Click to enter phone #.](#)  
  
Email: [Click to enter email address.](#)

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 Client upon delivery of the Good to Client.

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. Client will be responsible for and will pay any taxes due to any agency arising out of or under this Agreement or a Work Order or the Services and Goods provided except for those taxes levied upon

**MASTER TECHNICAL SERVICES AGREEMENT**

the net income, gross receipts, real, or personal property of INTERA.

14.4. Assignment. Neither this Agreement and any Work Orders nor any rights or obligations under this Agreement and any Work Orders 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 the Services or Goods under a Work Order to a subcontractor or supplier without the prior written consent of the Client.

14.5. Waiver. The failure of either Party to exercise any right under this Agreement or any Work Order 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.

14.6. Entire Agreement. The terms and conditions set forth in this Agreement and a signed Work Order 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 Work Order(s), and all prior proposals, communications, negotiations, agreements, understandings and representations relating the subject matter of this Agreement and Work Order(s) are hereby superseded. No modification or amendment of this Agreement or Work Order(s) 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 or Work Order(s) 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 and Work Order(s) will be governed by and interpreted in accordance with the laws of the State of Texas and exclusive 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 and any Work Order will not affect the validity or enforceability of any other provision of this Agreement or Work Order(s), 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. Similarly, any captions in a Work Order are also for convenience and reference only, do not constitute part of the Work Order and will not be deemed to limit or otherwise affect any of the provisions in the Work Order.

14.11. Construction. The Parties to this Agreement and any Work Order participated jointly in the negotiation and drafting of this Agreement and any Work Order. Therefore, in the event any ambiguity or question of intent or interpretation arises, this Agreement and any Work Order 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 or any Work Order.

14.12. Counterparts. This Agreement and any Work Order 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 Client's name in its promotional and professional materials. INTERA will not disclose information that is identified by Client 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 under any Work Order.

14.15. Priority. To the extent of conflict between the terms of a signed Work Order and the signed Agreement, the terms of the signed Work Order shall govern.

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

- Attachment A – Master Rate Schedule
- Attachment B - Work Order Form

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

Click to enter Client's name.

**INTERA Incorporated**

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

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

Printed Name: Click to enter signer's name.

Printed Name: Click to enter signer's name.

Printed Title: Click to enter signer's title.

Printed Title: Click to enter signer's title.

Project ID: \_\_\_\_\_



CONFIDENTIAL

# MASTER TECHNICAL SERVICES AGREEMENT

## ATTACHMENT A: MASTER RATE SCHEDULE

### INTERA Labor Hourly Billing Rates

Labor Category	Rate (\$USD/hr)
Principal Engineer/Scientist I	250
Principal Engineer/Scientist II	225
Principal Engineer/Scientist III	210
Senior Engineer/Scientist I	195
Senior Engineer/Scientist II	180
Senior Engineer Scientist III	165
Senior Engineer/Scientist IV	150
Engineer/Scientist I	140
Engineer/Scientist II	130
Engineer/Scientist III	120
Engineer/Scientist IV	110
Senior Technician	115
Technician	72
Engineer/Scientist Intern	76
Senior Technical Editor	115
Technical Editor	82.5
Senior CAD/Graphics Specialist	95
CAD/Graphics Specialist	80
Project Associate	75

There is a 15% mark up on other direct costs such as subcontractors, vendors, travel and equipment. Mileage is reimbursed at the current IRS standard mileage rate. The above rates are subject to annual escalation of no more than 3% per year.

**MASTER TECHNICAL SERVICES AGREEMENT**

**ATTACHMENT B: SAMPLE WORK ORDER FORM**

**CLIENT:** \_\_\_\_\_

**PROJECT or CONTRACT ID:** \_\_\_\_\_

**WORK ORDER NO:** \_\_\_\_\_

**1.0 SCOPE OF SERVICES**

**2.0 TERM**

The term of this Work Order will commence on \_\_\_\_\_ and will continue until \_\_\_\_\_ unless sooner terminated by the Client and as provided in the Master Agreement.

**3.0 DELIVERABLES AND SCHEDULE**

**4.0 FEES/COMPENSATION/REIMBURSABLES**

INTERA shall be compensated for work performed on either a Time and Materials or a Fixed Price basis as selected below:

**TIME AND MATERIALS**

**FIXED PRICE**

**FIXED PRICE OR NOT TO EXCEED AMOUNT:** \_\_\_\_\_

**Inclusive of any applicable taxes?**

**YES**

**NO**

**5.0 DESIGNATED REPRESENTATIVES**

**CLIENT:**

**Printed Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**INTERA:**

**Printed Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**6.0 AUTHORIZATION**

The Services and Goods in this Work Order shall be performed in accordance with the terms and conditions set forth in the Master Technical Services Agreement made on \_\_\_\_\_ between the Client and INTERA.

This Work Order is agreed and entered into on \_\_\_\_\_.

**CLIENT**

**INTERA Incorporated**

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

MASTER TECHNICAL SERVICES AGREEMENT

WORK ORDER FORM

CLIENT: North Texas GCD and Red River GCD

PROJECT or CONTRACT ID: NTXRR.M002.TECH

WORK ORDER NO: 1

1.0 SCOPE OF SERVICES

INTERA will provide ongoing technical support and maintenance for the District’s data management system. This will include maintenance such as software upgrades and security patches and any requested functionality extensions. For functionality extensions, we will coordinate with the District prior to beginning work to determine the scope required, estimated costs, and whether it is best completed under this work order or a separate work order.

2.0 TERM

The term of this Work Order will commence on 1 January 2021 and will continue until 31 December 2022 unless sooner terminated by the Client and as provided in the Master Agreement.

3.0 DELIVERABLES AND SCHEDULE

As this is a work order for as-needed assistance, deliverables and schedule will be ongoing. INTERA will summarize work activities completed as part of each invoice.

4.0 FEES/COMPENSATION/REIMBURSABLES

INTERA shall be compensated for work performed on either a Time and Materials or a Fixed Price basis as selected below:

TIME AND MATERIALS

FIXED PRICE

FIXED PRICE OR NOT TO EXCEED AMOUNT:

FOR DISTRICT

Inclusive of any applicable taxes?

YES

NO

5.0 DESIGNATED REPRESENTATIVES

CLIENT:

Printed Name: Drew Satterwhite, P.E.  
Phone: (800) 256-0935  
Email: drews@gtua.org

INTERA:

Printed Name: Kevin Smith, PhD  
Phone: 509-946-9898 x 1225  
Email: ksmith@intera.com

6.0 AUTHORIZATION

The Services and Goods in this Work Order shall be performed in accordance with the terms and conditions set forth in the Master Technical Services Agreement made on [Click here to enter a date.](#) between the Client and INTERA.

This Work Order is agreed to and entered into on [Click here to enter a date.](#)

CLIENT

INTERA Incorporated

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

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

ATTACHMENT 9 a.

**RED RIVER GROUNDWATER CONSERVATION DISTRICT**  
**Well Registration Summary**  
 (as of 1/31/2021)

Well Type	Fannin	Grayson	Total RRGCD	New Registrations January 2021
Domestic	185	327	512	3
Public Water	59	195	254	1
Livestock	16	26	42	0
Agriculture	16	24	40	0
Commercial	12	17	29	0
Surface Impoundments	8	14	22	1
Oil / Gas	0	20	20	0
Golf Course	0	15	15	0
Irrigation	0	10	10	0
Monitoring	1	5	6	0
Industrial	0	1	1	1
Other	0	0	0	0
<b>TOTALS</b>	<b>297</b>	<b>654</b>	<b>951</b>	<b>6</b>

**NOTE: Plugged wells have been excluded**

**RED RIVER GROUNDWATER CONSERVATION DISTRICT**  
**Well Registration Summary**  
 (as of 2/28/2021)

<b>Well Type</b>	<b>Fannin</b>	<b>Grayson</b>	<b>Total RRGCD</b>	<b>New Registrations February 2021</b>
Domestic	185	330	515	3
Public Water	59	195	254	0
Livestock	16	26	42	0
Agriculture	16	24	40	0
Commercial	12	17	29	0
Surface Impoundments	8	14	22	0
Oil / Gas	0	20	20	0
Golf Course	0	15	15	0
Irrigation	0	10	10	0
Monitoring	1	5	6	0
Industrial	0	1	1	0
Other	0	0	0	0
<b>TOTALS</b>	<b>297</b>	<b>657</b>	<b>954</b>	<b>3</b>

**NOTE: Plugged wells have been excluded**

ADJOURN